



PROFESSIONAL SERVICES AGREEMENT FOR DESIGN-BUILD SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR DESIGN-BUILD SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City" or "Owner"), and **SSC CONSTRUCTION MANAGEMENT, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN# 83-1155768) ("SSC" or "Design-Builder").

R E C I T A L S :

WHEREAS, on April 15, 2024, the City issued Request for Proposals ("RFP") No. ENG/240598 (the "Solicitation") to competitively solicit proposals from qualified, experienced, and licensed design-build firms for the provision of design and construction services for the City's second downtown parking garage (the "Project"); and

WHEREAS, on August 26, 2024, a Selection Committee appointed by the City evaluated and ranked SSC Construction Management, LLC, as the most qualified firm to serve as the design-builder for the Project subject to the successful negotiation of an agreement for design-build services; and

WHEREAS, Design-Builder shall perform design-build services for the Project in accordance with the Scope of Services as hereinafter stated and attached hereto as **Exhibit A** (the "Scope of Services", the Design Criteria Package included in the Solicitation and attached hereto as **Exhibit B**, the proposal submitted by Design-Builder in response to the Solicitation and attached hereto as **Exhibit C** (the "Design-Builder's Proposal"), the City's Solicitation, and the preliminary Project Schedule attached hereto as **Exhibit D** (the "Project Schedule"); and

WHEREAS, Design-Builder proposed to the City a guaranteed maximum price for Design Build Services for the Project in an amount not to exceed **\$17,481,485.70**, except for agreed changes, as set forth in the Price Proposal attached hereto as **Exhibit E**; and

WHEREAS, Design-Builder acknowledges that: (i) it has represented to the City that it is qualified and duly licensed to provide design-build services in the state of Florida; and (ii) that such representation is a material inducement to the City to enter into this Agreement; and

WHEREAS, the City now desires to engage Design-Builder to provide design-build services for the Project and to provide the deliverables set forth in the Solicitation and the Scope of Services as hereinafter stated; and

WHEREAS, Design-Builder desires to render design-build services and meet the obligations set forth in this Agreement, as hereinafter stated; and

WHEREAS, Design-Builder accepts the relationship of good faith established between Design-Builder and the City by this Agreement and agrees to furnish at all times an adequate supply of workers and materials to complete the Project and to perform the Services in the best and the most expeditious and economical manner, consistent with the terms and conditions of the Contract Documents.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the City and SSC Construction Management, LLC, hereby agree as follows.

**TERMS AND CONDITIONS OF AGREEMENT:****ARTICLE 1****INCORPORATION OF RECITALS AND DEFINITIONS**

- 1.1. **INCORPORATION OF RECITALS.** City and Design-Builder hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
- 1.2. **DEFINITIONS.** For the purposes of this Agreement, certain terms, phrases, words and their respective derivations will have the meaning set forth and defined therein and shall be applicable in both. Definitions of terms in the Agreement shall first be governed by this Agreement and second, if not defined, according to its generally accepted meaning in the construction industry, and third, if there is no generally accepted meaning in the construction industry, according to the meanings ascribed to them in Merriam-Webster's Collegiate Dictionary (Merriam-Webster, Inc., 11th ed., 2020, or any subsequent edition).
 - A. **Allowance** – shall refer to funds the Design-Builder and Owner agree to that are typically known work with unknown costs.
 - B. **Architect-Engineer** – shall refer to Architectural/Engineering Firm(s) as the qualified, licensed firm retained by the Design-Builder to serve as its design professional(s).
 - C. **Calendar Day** – shall include any day of 24 hours measured from midnight to the next midnight, including Saturday, Sundays, and holidays. Unless specified otherwise all days listed in this agreement shall refer to calendar days.
 - D. **Change Order** – shall mean a written order to Design-Builder signed by the Owner and Design-Builder, authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Agreement. Design-Builder, when requested by City, shall prepare Change Order documentation.
 - E. **City Engineer** – shall refer to the Florida registered professional engineer appointed by the City Manager pursuant to section 2-312 of the Code of Ordinances for the City of Ocala to serve as the head of the City of Ocala Engineering Department. The City Engineer is the duly appointed representative of the City of Ocala for the purposes of the Project and has been given authority to manage the Project on behalf of the City of Ocala.
 - F. **City Project Manager** – shall mean the person designated by the City Engineer to provide direct interface with Architect-Engineer and Design-Builder regarding the City's interests and responsibilities. The City Project Manager shall have authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to the Work.
 - G. **Construction Documents** – shall consist of the design, project and performance specifications, and plans for the construction of the Project as completed by Design-Builder and approved in writing by the City Engineer which set forth the materials to be employed and the precise detail of the manner in which the Work of Design-Builder is to be executed, including any revisions.



- H. **Design-Builder** - shall mean SSC Construction Management, LLC, the licensed firm and, where and if applicable, includes its team of design professionals and specialty subcontractors engaged by the City to implement, direct and control the design and construction of the Project as set forth in the Contract Documents.
- I. **Design-Builder's Project Manager** – shall mean the individual authorized and responsible to act on behalf of Design-Builder and who shall have full authority to bind and obligate Design-Builder on any matter arising under this Agreement unless substitute arrangements or individuals have been furnished to and approved in writing by the City. Design-Builder's Project Manager shall be responsible for acting on Design-Builder's behalf to administer, coordinate and interpret all aspects of the Services to be provided and performed by Design-Builder under this Agreement and to otherwise manage the contractual provisions and requirements set forth in this Agreement and all Change Order(s) issued hereunder. Design-Builder agrees that Design-Builder Project Manager shall devote whatever time is required to satisfactorily direct, supervise, coordinate and manage the Services provided and performed by Design-Builder under this Agreement.
- J. **Design-Builder's Proposal** – shall refer to the proposal submitted by Design-Builder in response to Request for Proposals No. ENG/240598 and all exhibits and addenda thereto.
- K. **Design Documents** – shall mean all design documents provided by Design-Builder and approved by Owner pursuant to this Agreement including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational. Design Documents shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design-Builder.
- L. **Final Completion** – shall mean the time at which the Services, in the opinion of the City Engineer, are complete in accordance with the Contract Documents, and there are no remaining Punch List items and Design-Builder is eligible for Final Payment.
- M. **Final Payment** – shall refer to the final payment of all payments due to Design-Builder for the Project, including all retainage.
- N. **Guaranteed Maximum Price ("GMP")** – shall refer to the Design-Builder's guaranteed offer to the City of the maximum price for which Design-Builder will construct the Project as represented in the Design-Builder's Proposal, excluding agreed changes, as set forth in this Agreement.
- O. **Owner** – shall refer to the City of Ocala, Florida, a municipal corporation of the State of Florida.
- P. **Schedule of Values** – shall refer to the schedule, prepared and maintained by Design-Builder, allocating portions of the Contract Price to various portions of the Work, which will be used as a basis for progress and final payments to be made to Design-Builder by the City during performance and/or completion of the Work subject to the review and approval of the City.
- Q. **Shop Drawings** – shall refer to those drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Design-



Builder and submitted by Design-Builder to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

- R. **Solicitation** – shall refer to the City's advertised Request for Proposals No. ENG/240598, including all attachments and addenda.
- S. **Subcontractor** – shall refer to an entity which has a direct contract with Design-Builder to perform a portion of the design or construction services, including those furnishing specially fabricated equipment and materials for the project.
- T. **Substantial Completion** – shall mean the point where: (1) the Project is sufficiently completed, in accordance with the Contract Documents, so that the Owner can reasonably occupy or utilize the Project (or designated portions thereof) for the use for which it is intended; (2) a Certificate of Substantial Completion has been executed and issued by Design-Builder; or (3) a Certificate of Occupancy has been issued by the permitting authority.
- U. **Supplier** – shall mean an entity providing only equipment or materials for the performance of construction work.
- V. **Value Engineering** – shall refer to Design-Builder's obligation to continuously review all aspects of the Project during both the design and construction phases of the Project in order to determine whether savings can be realized by the City without compromising the achievement of the specific objectives and the minimum operating standards that are set forth in the Project's Construction Documents and to timely present to the City any detailed, written recommendations in order to realize savings.

ARTICLE 2 **CONTRACT DOCUMENTS**

- 2.1. **CONTRACT DOCUMENTS.** The documents comprising the entire understanding between City and Design-Builder shall be collectively referred to herein as the "Contract Documents," and shall include only:
 - A. this Agreement and all exhibits hereto, subject to any written modifications to this Agreement, executed by both Owner and Design-Builder, including any Owner approved Change Orders;
 - B. the Solicitation and all exhibits and addenda thereto;
 - C. the Design Criteria Package prepared and sealed by the City Engineer for the Project, the City of Ocala's Form Based Code, and each of the Project Specifications identified at Paragraph 3.4 of the Solicitation;
 - D. the Design-Builder's Proposal;
 - E. the Design-Builder's General Conditions and Special Conditions, if any; and
 - F. the Construction Documents.



2.2. **INTERPRETATION OF THE CONTRACT DOCUMENTS.** The Contract Documents are incorporated herein by reference for all purposes and are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with design and construction industry standards. In the event of any conflict, ambiguity, or discrepancy among the Contract Documents, the following preferences shall control in resolving such conflicts, ambiguities, or discrepancies:

- A. As between this Agreement (subject to all duly executed written modifications and/or Change Orders entered into hereafter) and the plans or specifications, or the Solicitation, or the Design Criteria Package, this Agreement shall govern.
- B. As between plans and specifications, the requirements of the specifications shall govern.
- C. As between figures given on plans and scaled measurements, the figures shall govern.
- D. As between large-scale plans and small-scale plans, the large-scale plans shall govern.

2.3. **THE PROFESSIONAL SERVICES AGREEMENT.**

- A. **Amendment.** No modification or amendment to the Agreement shall be valid or binding upon the Owner or Design-Builder unless in writing and executed by both the Owner and Design-Builder.
- B. **Section Headings.** The headings contained within this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such articles, sections, paragraphs, schedules, exhibits and/or attachments hereto.
- C. **Mutuality of Negotiation.** The Owner and Design-Builder acknowledge they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation. The remedies granted to the parties in the Agreement are cumulative and not in limitation of any other rights and remedies of the parties at law or in equity.
- D. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- E. **Survival.** All representations and covenants of the parties shall survive the expiration of the Agreement. All of Design-Builder's representations, indemnifications, warranties, and guarantees made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of Design-Builder's Work or termination or completion of the Agreement or termination of the Work of Design-Builder.
- F. **Legal Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained herein.
- G. **Electronic Signatures.** The Parties, if and by offering electronic signatures in any form whatsoever, accept and agree to be bound by said electronic signatures to all terms and conditions of this Agreement. Further, a duplicate copy of this Agreement containing a



non-original signature will be treated the same as the original signed copy of this Agreement for all purposes.

ARTICLE 3 **GENERAL DESCRIPTION OF THE SERVICES**

3.1. **SERVICES TO BE PROVIDED.** Design-Builder shall furnish or arrange for the furnishing of all architectural, engineering, and construction services and materials required for the completion of the Project as set forth in the Scope of Work attached hereto as **Exhibit A** and reasonably inferable from the Contract Documents.

3.2. **SUFFICIENCY OF THE PROJECT SITE.** Prior to commencing design and construction work, Design-Builder shall:

- A. visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and become familiar with the local conditions under which the Project will be constructed and operated;
- B. familiarize itself with pre-performed surveys related to the Project including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project;
- C. familiarize itself with the Owner's layout and design requirements, conceptual design objectives, and budget for the Project;
- D. familiarize itself with agreed pertinent Project dates and programming needs;
- E. review and analyze all geotechnical, structural, chemical, electrical, mechanical and construction materials tests, investigations, and recommendations; once the final design is agreed upon, a soils/ground improvement program shall be developed around the known loading criteria and the allowance for this line item as listed in Exhibit E, as further clarified in Addendum E-1, will be adjusted accordingly; and
- F. gather any other information necessary for a reasonably sufficient understanding of the Project.

Claims made by Design-Builder resulting from Design-Builder's failure to comply with this Section shall be deemed waived.

3.3. **ADHERENCE TO PROJECT SCHEDULE.** Design-Builder has provided Owner with a preliminary Project Schedule for the planning, design, and construction of the Project which is attached hereto as **Exhibit D**. This preliminary Project Schedule shall serve as the framework for the subsequent development of all detailed construction schedules for the Project. Design-Builder shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the agreed upon Project Schedule, subject to delays that are not the fault of Design-Builder or its subcontractors. The Parties acknowledge and agree that time is of the essence in the performance of this Agreement.

3.4. **DESIGN-BUILDER'S PROJECT TEAM.** Design-Builder agrees to use the Project Team identified in **Exhibit C** for the completion of all Services. Design-Builder shall not remove or replace any members of the Project Team without the written approval of Owner based upon



good cause shown or as directed by Owner as provided herein. Should any member of the Project Team discontinue service on the Project for any reason whatsoever, Design-Builder shall promptly replace such team member with a qualified individual, company or firm approved by Owner, in writing, which approval shall not be unreasonably withheld.

3.5 **SUBCONTRACTORS OF DESIGN-BUILDER.** Design-Builder shall provide Owner with written notification of the persons or entities proposed by Design-Builder to act as subcontractors on the Project. Owner shall promptly notify Design-Builder, in writing, of any objections Owner may have to such proposed subcontractors and Design-Builder shall not enter into subcontracts with any proposed subcontractor objected to by Owner. Design-Builder shall be entitled to reasonable additional costs and time incurred in retaining a replacement subcontractor approved by Owner.

- A. By appropriate written agreement, Design-Builder shall require each Subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Design-Builder and to assume toward Design-Builder all the obligations and responsibilities which the Design-Builder, by these Documents, assumes toward the Owner including, without limitation, those rights relating to contract suspension and termination, compliance with Florida's E-Verify and public entity crimes requirements, and the responsibility for safety of the Subcontractor's Work,
- B. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights.
- C. Where appropriate, Design-Builder shall require each Subcontractor to enter into similar agreements with sub-subcontractors.
- D. It is expressly agreed that no relationship of agency, employment, contract, obligation, or otherwise shall be created between Owner and any Subcontractor and a provision to this effect shall be inserted into all contracts between Design-Builder and its Subcontractors.
- E. If, at any time during the completion of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design-Builder's Project Team is unsatisfactory, Owner may require Design-Builder to remove such Subcontractor or Project Team member from the Project immediately and to replace the Subcontractor or Project Team member at no cost or penalty to Owner for delays or inefficiencies caused by the change.

3.6 **COOPERATION.** Design-Builder shall endeavor to develop, implement, and maintain a spirit of cooperation, collegiality, and open communication with Owner so that the goals and objectives for the Project are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.

3.7 **COMMISSIONING.** Design-Builder shall participate in, and cooperate with, commissioning, validation, and other third-party quality assurance and quality control processes implemented by the Owner during both the design and construction phases of the Project.



ARTICLE 4
OWNER RIGHTS, DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

- 4.1. **STATUS OF THE OWNER.** Owner shall not have control or charge of the means of construction or the methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Design-Builder be deemed to be an agent of the Owner.
- 4.2. **PROJECT REQUIREMENTS.** Owner shall provide Design-Builder with criteria and information as to the Owner's requirements for design and construction of the Project in a timely manner, including objectives, constraints, space, capacity and performance requirements, flexibility and expandability matters, and any budgetary limitations, along with copies of the City's design and construction standards for inclusion in the Construction Documents.
- 4.3. **SURVEY.** Prior to design, Owner shall furnish survey for control and existing site features and base map information including existing conditions and features in AutoCAD format, along with estimated location of existing utilities known to Owner. Owner does not warrant the adequacy, fitness, or suitability of any such information; however, Design-Builder may reasonably rely on this information without absolving Design-Builder of its responsibility to independently verify or investigate information that a reasonably prudent professional engineer or architect should or would inquire about.
- 4.4. **INFORMATION PERTINENT TO THE PROJECT.** Owner shall, upon request, provide Design-Builder with reasonably available information pertinent to the Project (including previous reports and other data relative to design or construction of the Project), and Owner shall advise Design-Builder as to what information, if any, the Owner believes to be accurate. Design-Builder is ultimately responsible for satisfying itself as to the accuracy of any data provided and, furthermore, Design-Builder is responsible for bringing to Owner's attention any material inconsistencies or errors in such data which may come to Design-Builder's attention. Should Owner require Design-Builder's assistance in resolving any such error or inconsistency, such Services may be provided by mutual agreement between the Parties.
- 4.5. **ACCESS TO THE PROJECT SITE.** Owner shall arrange for access to and make provisions for Design-Builder to enter upon public property as reasonably required for Design-Builder to perform the Services. Design-Builder shall make its own arrangements for access to private property which Design-Builder believes is necessary to perform its Services.
- 4.6. **OWNER'S UTILITIES.** Design-Builder shall be responsible to provide and pay for consumption of, and connections to, utilities required for temporary service and construction.
- 4.7. **CITY PROJECT MANAGER.** The City Project Manager shall be the City Engineer or his designee who will be fully acquainted with the Project and who shall define the lines of Owner authority to approve construction budgets and changes in the Project within the Scope of Work and Product Budget. The City Project Manager shall be available as required for conferences during the Pre-Construction Phase and at the Project Site during the Construction Phase to manage the Project on Owner's behalf.
- 4.8. **OWNER COOPERATION.** Owner shall cooperate with Design-Builder in securing any necessary licenses, permits, easements, approvals or other necessary authorizations required for the design, construction and certification of the Project.



4.9. **PURPOSE OF OWNER'S REVIEW.** Owner's review, inspection, or approval of any Work, design documents, Applications for Payment or other submittals shall be solely for the purpose of determining whether such Work or documents are generally consistent with Owner's construction and project requirements. No review, inspection, or approval by Owner of such Work or documents shall relieve Design-Builder of its responsibility to perform its obligations under this Agreement or the accuracy, adequacy, fitness, suitability, or coordination of its design or construction services. Approval of any Work, design documents, or Construction Documents by any governmental or other regulatory agency or other body with jurisdiction shall not relieve Design-Builder of its responsibility for the performance of its obligations under this Agreement. Payment by Owner pursuant to this Agreement shall not relieve Design-Builder shall not constitute a waiver of any of Owner's rights under this Agreement or at law. Design-Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment by Owner, including final payment. Notwithstanding the foregoing, prompt written notice shall be given by the Owner to the Design-Builder if Owner becomes aware of any fault or defect in any design document or any Work of the Project or non-conformance with the Agreement.

4.10. **OWNER'S RIGHTS AND DUTIES.**

- A. **Right to Inspect Work.** Owner shall have the right to inspect the Work at all times. Such inspection will not relieve Design-Builder of any of its obligations to perform the Work in strict accordance with the Contract Documents. Except, if Owner's inspections interfere with the timely or efficient performance of the Work, and such inspections do not discover or confirm any defect in such Work, then Design-Builder shall be entitled to a change order for the additional time and cost incurred as a result of such inspection.
- B. **Right to Reject Work.** Owner shall have the right to reject Work that does not conform to the Contract Documents. Owner may require special inspection or testing of the Work to determine if the Work is non-conforming. If the Work is found to be conforming, the cost of inspection or testing will be charged to Owner and an appropriate Change Order issued to the Design-Builder for the additional time and cost incurred as a result of such inspection. If such Work is found to be non-conforming, Design-Builder will pay the cost of correction, inspection or testing.
- C. **Right to Stop Work.** If Owner reasonably believes that Design-Builder is failing to carry out the Work in accordance with the Contract Documents, then Owner may order Design-Builder to stop the Work, or a portion of the Work, until such time as the cause for such Stop-Work Order has been eliminated. Stop-Work Orders shall be issued by the City Engineer. Owner shall incur no liability for delays occasioned by any Stop-Work Order issued in accordance with this Article. Except, if Owner's Stop-Work Order is determined to have been issued erroneously, then Design-Builder shall be entitled to a change order for the additional time and cost incurred as a result of such erroneous Stop-Work Order.
- D. **Right to Carry Out Work.** Should Design-Builder fail to prosecute the Work properly (including, but not limited to, the failure to man the Work due to labor disputes of any type), or fail to perform any provision set forth in the Contract Documents including, without limitation, unauthorized Project Schedule delays, Owner, after seven (7) calendar days written notice to Design-Builder without correction, may, without prejudice to any



other rights or remedy Owner may have, correct the deficiencies or otherwise supplement Design-Builder performance through the Owner's own forces or through others, and may deduct the cost thereof from the payment then or thereafter due to Design-Builder.

E. **Right to Audit.** City shall have the right to audit the books, records, and accounts of Design-Builder that are directly related to the Agreement, but expressly limited to only the costs used to determine the cost of the allowance items and the contingency line item expressly identified in Exhibit E, as further clarified in Addendum E-1, and the costs required to reconcile any owner-direct-purchase tax savings. Owner agrees that it shall not have any right, and expressly releases and waives any right it may otherwise have, to audit the books, records and accounts of Design-Builder relating to any other cost or aspect of the Agreement or the Work. However, if Owner is audited by a federal or state agency that provided funding for the project, Design-Builder shall cooperate with Owner and produce only the books, records and accounts necessary for Owner to comply with said audit.

- (1) Design-Builder agrees to maintain such financial records and other records as may be prescribed by the City, as are consistent with the Owner's and Design-Builder rights and obligations under this Agreement, or as may be required by applicable federal and state laws, rules, and regulations.
- (2) Design-Builder shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement.
- (3) Subject to the City's limited right to solely audit the books, records and accounts of Design-Builder only for the costs used to determine the cost of the allowance items and the contingency line item expressly identified in Exhibit E, and the costs required to reconcile any owner-direct-purchase tax savings, and to comply with said federal or state audits, Design-Builder shall preserve and make available, at reasonable times for examination and audit by the Florida Office of the Inspector General, the City's internal and/or external auditors, or by any other Florida official with proper authority such financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be City's responsibility to notify Design-Builder of the pendency of such audit.
- (4) If any incomplete or incorrect entry in such books, records, and accounts is discovered as a result of the foregoing audit, then the City shall notify Design-Builder in writing of the specific deficiency, and may withhold any payment upon such entry, until Design-Builder provides reasonable documentation to complete or correct such deficiency.

F. **Right to Access.** Owner shall have the right of access to the Work at all times.

G. **Right to Perform Work and Engage Others.** Design-Builder acknowledges that portions of the Work related to the Project may be performed by Owner's own forces or under separate contracts by Owner.



H. **Duty to Coordinate.** Nothing in the Contract Documents shall be deemed to create any duty on the part of the Owner to coordinate the Work with the work of the Design-Builder, other contractors or subcontractors. Design-Builder shall be responsible for coordinating all work with others so as to facilitate the general progress of the Project. However, if Owner's own forces and/or independent contractors cannot perform in accordance with the Design-Builder's current schedule, then Design-Builder shall be entitled to a Change Order, inclusive of time and cost impacts to the project for Owner's forces and/or subcontractors failure to perform.

4.11 **TIMELY PERFORMANCE.** Owner shall perform the duties and obligations set forth in this Section in a reasonably expeditious fashion so as to permit the orderly and timely progress of Design-Builder's design and construction services.

ARTICLE 5

DESIGN-BUILDER REPRESENTATIONS

5.1. **SPECIFIC REPRESENTATIONS.** Notwithstanding anything to the contrary contained in this Agreement, Owner and Design-Builder agree and acknowledge that Owner is entering into this Agreement in reliance on Design-Builder's stated qualifications, expertise, and ability to provide design-build services, along with the following express representations:

- A. Design-Builder represents and warrants that the design team includes professionally and fully qualified agents to act as the design professional and general contractor for the Project and is, and shall remain, licensed to practice engineering and architecture and general contracting in the State of Florida by all public entities having jurisdiction over Design-Builder and/or the Project.
- B. Design-Builder represents and warrants that it is thoroughly familiar with and understands the requirements of the Project scope and currently holds and shall continue to maintain valid licenses, certificate(s) of competency, or other authorizations necessary to perform the Services required under this Agreement until Design-Builder's obligations under this Agreement have been fully satisfied.
- C. Design-Builder represents and warrants that it is fiscally capable to provide the design and construction services required under this Agreement and that it will perform all services under this Agreement in an expeditious and economical manner consistent with good business practices. Design-Builder further warrants that there are no existing obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under this Agreement.
- D. Design-Builder represents and warrants that prior to the execution of this Agreement, it has visited and inspected the Project site and local conditions under which the Services will be performed and Design-Builder accepts the conditions of the Project Site and has taken those conditions into account in entering into this Agreement.
- E. Design-Builder represents and warrants that its subcontractors or others employed or retained by Design-Builder in connection with the Project have and shall maintain all licenses, certificate(s) of competency, or other authorizations necessary to perform Services on behalf of Design-Builder as required under this Agreement. Design-Builder



further warrants that it shall assume full responsibility and liability to Owner for the improper acts and omissions and negligence of its subcontractors or others employed or retained by Design-Builder in connection with the Project.

F. Design-Builder represents and warrants that it shall at all times use its best efforts to perform Design Services and Construction Work in the highest professional manner.

ARTICLE 6

DESIGN SERVICE REQUIREMENTS AND STANDARDS

6.1. **GENERALLY.** Design-Builder shall perform all Design Services to achieve the Project objectives, including all Design Services necessary for the Project to be properly constructed by Design-Builder and operated and maintained by Owner.

6.2. **QUALITY OF DESIGN SERVICES.** Design-Builder shall be responsible for the quality, completeness, accuracy, and coordination of the Design and Construction Documents. Design-Builder shall provide Design Services that meet all environmental and regulatory requirements. Design-Builder shall provide for all testing and inspections required by sound architectural and engineering practices and by any governmental authorities having jurisdiction over the Project.

6.3. **DUTY TO CORRECT ERRORS AND OMISSIONS.** Design-Builder shall, at no additional cost to Owner, immediately make additions, changes and corrections to any documents prepared by Design-Builder necessitated by errors and omissions in the Design-Builder's performance of its services. Additionally, Design-Builder shall not be entitled to any compensation or adjustment in the Guaranteed Maximum Price for additional work required as a result thereof. The foregoing shall not relieve Design-Builder for liability to Owner for any damages resulting from any error or omissions by Design-Builder in the course of its duties under this Agreement.

6.4. **LEGAL STANDARD.** Design-Builder shall perform all design-build services in accordance with design-build standards currently practiced by design-builders in the State of Florida on projects similar in size, complexity, and cost of the Project and shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project.

6.5. **DESIGN STANDARDS.** Design-Builder shall perform all services in accordance with the requirements of governmental agencies having jurisdiction over the Project, the City of Ocala Form Based Code, City of Ocala standard specifications and policies, and any other guidance described in the Scope of Services, attached hereto as **Exhibit A**, and the Design Criteria Package, attached hereto as **Exhibit B**. Design-Builder's design shall comply with all applicable building codes, accessibility laws and regulations, City of Ocala's construction standards at the time of the design work. To the extent the City's standards exceed applicable legal requirements, the City's standards shall be met unless Design-Builder obtains a variance from Owner in writing.

6.6. **PERMITS.** Design-Builder shall be responsible for obtaining all necessary permits and other governmental approvals necessary for the development of the Project and shall obtain said permits at times necessary to meet the Project schedule.



6.7. **SITE INFORMATION.** Site information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and any information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

A. Design-Builder shall prepare, as necessary, surveys and topographic information needed to establish line and grade of sewers, and the location of property lines and easements, including aerial photographs. Sewer easements, both those for construction and permanent, shall be referenced to property lines by field surveys and plans shall include the location of any improvement as it relates to property lines.

6.8. **GEOTECHNICAL SERVICES.** Geotechnical services may include, but are not limited to, test borings, test pits, sub-surface imaging, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate Design-Builder recommendations.

A. Design-Builder shall be responsible for designing the Project in accordance with the analysis and recommendations of a geotechnical consultant. Design-Builder shall retain, at Design-Builder's expense, the services of geotechnical consultants as necessary for the Project.

B. To the extent that owner provides to Design-Builder geotechnical analyses and recommendations prepared by a geotechnical consultant retained by Owner, Owner does not warrant the adequacy, fitness, or suitability of any such information; however, Design-Builder may reasonably rely on this information without absolving Design-Builder of its responsibility to independently verify or investigate information that a reasonably prudent professional engineer or architect should or would inquire about.

6.9. **LEGAL COMPLIANCE.** Should Design-Builder believe or be advised by another design professional retained to provide services on the Project that the implementation of any instruction received from Owner would constitute a violation of any applicable law, Design-Builder shall promptly so notify Owner in writing.

ARTICLE 7

BASIC DESIGN AND PRE-CONSTRUCTION SERVICES

7.1 **PROJECT OBJECTIVES.** Prior to the preparation of the preliminary design for the Project, Design-Builder shall meet with the Owner to ascertain the objectives and requirements of the Project. Design-Builder shall carefully analyze any information furnished to Design-Builder by Owner concerning Project requirements including, but not limited to, any design, construction scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Criteria Package, each in terms of the other.

7.2 **SCHEDULE OF DESIGN AND PRE-CONSTRUCTION PHASE SERVICES.** The Design and Pre-Construction Phase of the Project shall commence with the issuance of the Limited Notice to Proceed to be issued by Owner on or after December 4, 2024, and include the kick-off



meeting, public meeting(s), submission of preliminary, intermediate, and final design documents and development drawings, as set forth in the preliminary Project Schedule attached hereto as **Exhibit D**. This Phase is expected to last 135 Calendar Days, but in no case will extend beyond April 18, 2025, and shall be extended via Change Order for all time lost due to Owner's delay in approving the design submittals for the structure and the exterior, as listed in lines 16 and 18 of the Project Schedule, attached hereto as Exhibit D.

- A. At any time during the performance of Design and Pre-Construction Phase Services, should Design-Builder have reason to believe that it will be unable to meet any milestone date established for the Work, Design-Builder shall notify the Owner in writing within a reasonable period of time. Design-Builder's notice shall include the reason for the delay, the party responsible, and the steps being taken by the Design-Builder to remedy or minimize the impact of the delay. Design-Builder's failure to submit such notice shall constitute a waiver by Design-Builder of any claim for adjustment to Contract Price, Design Schedule, or Contract Time.
- B. The parties agree that stormwater and demolition projects must be completed by Owner prior to the construction of the parking garage. Scheduled dates shall be changed to include all days for which the schedule is impacted by the delay in Owner's completion of such work, and the parties shall execute a Change Order therefor.

7.3 **PRELIMINARY DESIGN.** Design-Builder shall prepare and submit to Owner a Preliminary Design for the Project no later than the date set forth in the preliminary Project Schedule attached hereto as **Exhibit D** which shall address all requirements of the Project and include, without limitation, the following:

- A. preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;
- B. preliminary drawings which illustrate each exterior view of the Project;
- C. preliminary drawings which illustrate the layout and functional area of the Project and the dimensions thereof;
- D. preliminary drawings and specifications illustrating and describing the architectural, electrical, mechanical, structural, and manufacturing systems of the Project;
- E. a written description of the materials and equipment to be incorporated into the project and the location of same; and
- F. any other document or things required to effectively illustrate, describe, or depict the Preliminary Design and conformity of the Preliminary Design with the requirements of the Design Criteria Package and this Agreement.

7.4 **OWNER REVIEW OF PRELIMINARY DESIGN.** Design-Builder shall review the Preliminary Design with Owner and shall incorporate any changes ordered by the Owner, which shall be completed and submitted to Design-Builder in accordance with the preliminary Project Schedule attached hereto as Exhibit D, regarding the Preliminary Design or the requirements of the Project. After incorporation of any changes ordered by Owner, Owner shall provide written authorization for Design-Builder to commence preparing the Detailed Design, or such other part thereof as directed.



7.5 **DETAILED DESIGN.** Design-Builder shall prepare and submit to Owner a Detailed Design for the Project no later than the date set forth in the preliminary Project Schedule attached hereto as **Exhibit D** which shall include all Design Documents describing with specificity all elements, details, components, materials, and other information necessary for the complete construction of the project to include the satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable authorities required to render the Project and its components operational and functionally and legally usable for their intended purpose.

7.6 **DOCUMENTS CONSIDERED OWNER'S PROPERTY.** The Design Documents and Contract Documents including, but not limited to, the drawings, specifications, and other documents or things prepared by Design-Builder specifically for the Project, except and excluding Design-Builder's construction and design standards, shall immediately become and be the sole property of Owner. Any use or reuse of these documents without Design-Builder's involvement or approval shall be at Owner's sole risk and liability. Any documents furnished by Owner shall remain the property of the Owner. Design-Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records with; however, in no event shall Design-Builder use, or permit to be used, any portion of any such documents on other projects without Owner's written authorization.

ARTICLE 8 **CONSTRUCTION PHASE SERVICES**

8.1. **GENERAL INTENT.** Design-Builder shall perform all Work and construction administration services necessary to construct the Project in accordance with this Agreement and to render the Project and all of its components operational and functionally and legally usable.

8.2. **WORK DEFINED.** The term "Work" as used herein shall mean whatever is done by or required of Design-Builder to perform and complete its duties relating to the construction of the Project in compliance with the Contract Documents including, without limitation, the following:

- A. construction of the whole and all parts of the Project in full and strict conformity with the Contract Documents;
- B. provision of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, utilities, and things required for the completion of the Project;
- C. the procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;
- D. the creation and submission to Owner of detailed as-built drawings depicting all as-built construction;
- E. the furnishing of any required surety bonds and insurance as required by this Agreement;
- F. the furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract Documents; and



- G. the furnishing of all other services and things required or reasonably inferable from the Contract Documents.

8.3. **STRICT COMPLIANCE WITH CONSTRUCTION DOCUMENTS.** All Construction Work performed by Design-Builder shall be in strict compliance with this Contract.

8.4. **SUPERVISION OF CONSTRUCTION WORK.** Construction Work shall be strictly supervised and directed using the Design-Builder's best and highest skill and effort. Design-Builder shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of Design-Builder. Design-Builder will be solely responsible for the means, methods and techniques of performing the Work. Commencing with the award of the first subcontract and terminating on the date of Final Completion, the Design-Builder shall, as Owner's construction representative during construction, advise and consult with the Owner and provide administration of the Contract Documents. Design-Builder shall staff the Project Staff with personnel who shall, at a minimum:

- A. supervise and coordinate Design-Builder's personnel and act as its primary liaison with the Owner;
- B. coordinate subcontractors, suppliers, and trade contractors and supervise Project Site construction management services;
- C. be familiar with all trade divisions and trade contractors' scopes of work, all applicable building codes and standards, and this Agreement;
- D. check, review, coordinate, and distribute shop drawings;
- E. check and review materials delivered to the Site;
- F. regularly review the Work to determine its compliance with the Construction Documents and this Agreement;
- G. confer with the appropriate Owner representatives as necessary to assure acceptable levels of quality;
- H. prepare and maintain Project records and process documents;
- I. schedule and conduct weekly progress meetings with subcontractors to review such matters as jobsite safety, job procedures, construction progress, schedule, shop drawing status, and other information as necessary and to provide notification of and minutes from such meetings to Owner;
- J. schedule and conduct weekly progress meetings with the Owner to review such matters as construction progress, schedule, shop drawing status, and other information as necessary; and
- K. make provision for Project security to protect the Project site and materials stored off-site against theft, vandalism, fire, and accidents as required by the Contract Documents

8.5. **RECORD COPY OF CONTRACT DOCUMENTS.** Design-Builder shall continuously maintain at the Project Site, for the benefit of Owner, an updated copy of this Agreement and Contract Documents. Design-Builder shall also maintain at the Project Site, for the benefit of Owner, a copy of all Shop Drawings, Product Data, samples, and other submittals.



8.6. **NOTICE OF COMMENCEMENT.** After Owner has approved the Design Documents from the Detailed Design, Owner shall issue a Notice to Commence Work directing Design-Builder to proceed with the Work on the date indicated in the notice (the "Commencement Date").

8.7. **SCHEDULE OF CONSTRUCTION PHASE SERVICES.** Within **Fifteen (15) Calendar Days** after the Commencement Date, Design-Builder shall submit to the Owner Design-Builder's Schedule of Construction for the completion of the Work by the scheduled date for completion of the Project.

- A. The Schedule of Construction shall reflect the performance of all Work on weekdays and non-holidays.
- B. The Schedule of Construction shall be a detailed critical path management ("CPM") schedule in a form acceptable to Owner.
- C. The Schedule of Construction shall relate to the entire Project and shall be revised at least monthly to reflect conditions encountered from time to time. Each such revision shall be furnished to Owner.
- D. Design-Builder's strict compliance with the requirements of this Section shall be a condition precedent for payment to Design-Builder.
- E. No claim for an increase in the Guaranteed Maximum Price ("GMP") shall be allowed as a result of Design-Builder basing the GMP upon an early completion schedule or as a result of delays and costs attributable to completion later than the proposed early completion date, unless such early completion or delayed completion result from directions, acts or omissions by Owner, Owner's agents or otherwise under Owner's control.

8.8. **COMPLIANCE WITH CONSTRUCTION REGULATIONS.** Design-Builder shall perform the Work in accordance with all construction codes, laws, ordinances and regulations applicable to the design and execution of the Work. Any fine or penalty imposed as a consequence of Design-Builder's violation of this provision shall be paid by Design-Builder and Design-Builder shall fully indemnify and hold Owner harmless from all loss, damage, and expense, including attorneys' fees, resulting from any such violation. The indemnification requirement set forth in this Section shall not apply if the violation is caused in part by a negligent or willful act or omission of Owner, its officers, agents, or employees; in which case Design-Builder's obligation to indemnify shall be based on Design-Builder's pro rata contribution to the loss, damage or expense.

8.9. **WARRANTY OF CONSTRUCTION WORKMANSHIP AND MATERIALS.** Design-Builder warrants and guarantees to Owner that all labor furnished for the provision of Work under this Agreement shall be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results in strict compliance with the Contract Documents, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Agreement and that the Work will be free of faults and defects. Any and all Work not strictly conforming to these requirements shall be considered defective and shall constitute a Breach of Design-Builder's Warranty.

8.10. **OWNERSHIP ACCESS TO CONSTRUCTION WORK.** At all times relevant to the Contract, Design-Builder shall provide access to the Construction Work to Owner and its designees without formality or other procedure.



8.11. **CLEANING THE PROJECT SITE.** Design-Builder shall keep the Project Site reasonably clean during the performance of the Construction Work. Upon Final Completion of the Construction work Design-Builder shall thoroughly clean the Site and remove all waste, debris, trash and excess materials or equipment, together with Design-Builder's property.

8.12. **REPAIR OF COLLATERAL DAMAGE.** Unless otherwise instructed by Owner, Design-Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities damaged by Design-Builder's completion of the Work.

8.13. **SUBSTANTIAL COMPLETION.**

- Notification.** When Design-Builder considers that the Work is Substantially Complete, Design-Builder will prepare for submission to Owner written notice of same which will include a list of items remaining to be completed or corrected ("Punch List"). Design-Builder's failure to include any items on the Punch List shall not alter the responsibility of Design-Builder to complete all Work in accordance with the Contract Documents.
- Inspection.** Owner will then inspect the Work to determine, in Owner's sole discretion, whether Substantial Completion of the Work has been achieved, as defined in the Contract Documents, and to verify the accuracy and completeness of the Punch List.
- Certificate of Substantial Completion.** If Owner determines that the Work is Substantially Complete, Owner shall prepare for Design-Builder's acceptance and execution a "Certificate of Substantial Completion" setting forth the date of Substantial Completion of the Work, identifying the responsibilities of Owner and Design-Builder for security, maintenance, utilities, damage to the Work, and insurance, and will fix the time within which Design-Builder will complete the items on the Punch List. In no event shall the date within which Design-Builder shall complete the items on the Punch List be greater than **thirty (30) calendar days** after the date of Substantial Completion.
- Use.** Notwithstanding any failure or refusal by Owner to declare or acknowledge in writing that all or a portion of the Work is Substantially Complete, Owner's use thereof for its intended purpose shall be deemed Substantial Completion of the Work or such portion thereof so used.

8.14. **FINAL COMPLETION.**

- Determination of Final Completion.** When Design-Builder considers that all of the Construction Work is complete and ready for final inspection, Design-Builder will prepare for submission to Owner written notice of same along with the Final Pay Application.
- Inspection.** Owner will then make final inspection of the Work and if Owner finds, in Owner's sole discretion, the Work is acceptable and all terms and conditions of the Contract Documents have been fulfilled, the date of such inspection shall be the Date of Final Completion of the Work.
- Payment After Final Completion.** Owner shall make final payment of all remaining sums due to Design-Builder within thirty (30) calendar days after Final Completion as reflected by Owner's final acceptance of the Work, provided that all documents and things required to be delivered to Owner under this Agreement have been delivered as required and all other conditions precedent to payment have been satisfied.



- D. **Conditions Precedent to Final Payment.** As a condition precedent to receipt of final payment, Design-Builder shall furnish Owner with the following:
 - (1) consent to final payment by Design-Builder's Surety Company;
 - (2) a notarized Contractor's Final Payment Affidavit in compliance with section 713.06(3)(d), Florida Statutes; and
 - (3) all product warranties, operating manuals, instruction manuals and other close-out documentation, waivers of lien, drawings and things customarily required of a contractor as part of or prior to Project closeout.
- E. **Release of Retainage.** Upon Substantial Completion of the Construction Work and execution of the Certificate of Substantial Completion and receipt of all required close-out documentation as described in **Exhibit A**, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion Punch List and all Liquidated Damages and other damages for which Owner reasonably determines Design-Builder is liable.
- F. **Acceptance of Final Payment and Waiver.** Design-Builder's acceptance of final payment from Owner shall constitute a waiver and release of all claims by Design-Builder against Owner except for those claims previously made in writing and pending at the time of final payment and specifically identified in Design-Builder's Final Pay Application as unsettled at the time of submission.

ARTICLE 9

ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN-BUILDER

- 9.1 **DESIGN-BUILDER TO PERFORM ALL WORK REQUIRED BY AGREEMENT.** The intent of this Agreement is to require complete, correct and timely execution of the Design Services and the Construction Work. Any and all Services and Work that may be required, reasonably implied, or reasonably inferred by the Agreement, or any part of it, as necessary to produce the intended result shall be provided by Design-Builder for the Guaranteed Maximum Price as provided under this Agreement.
- 9.2 **DESIGN-BUILDER'S REVIEW AND APPROVAL OF SUBMITTALS.** Design-Builder shall engage in prompt and adequate review of shop drawings and other submittals in order to maintain the Construction Schedule and shall use its best independent professional judgment in its review to determine compliance with the Contract Documents. Design-Builder shall review, study, approve, and take other necessary action upon all shop drawings and other submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract Documents. Design-Builder shall not allow any deviation from, substitution for, or other modification of the Contract Documents in a shop drawing or submittal without written approval in the form of a Change Order from Owner.
 - A. In addition to the design submittals Owner must review in accordance with Article 7.2, Owner shall also have the right to review and approve other submittals, at its discretion. If Owner so elects to exercise the right to review such other submittals, Design-Builder shall not perform any portion of the Work to which Owner has required submittal and review until such submittal has been approved by the Owner. If Owner elects to conduct



a discretionary review of other submittals, then it shall promptly notify Design-Builder of such election in writing, who shall tender the submittal documents package to Owner within 48 hours after receiving Owner's written election and obtaining the complete submittal documents package to be reviewed. Owner shall conduct and complete any desired discretionary review and approval of such submittals within five (5) days after receipt of the submittal documents package, so as to not delay the Work or impact the Project Schedule. If Owner's submittal review delays or otherwise impacts the progress of the Work or Project Schedule, then Design-Builder shall be entitled to an extension of time for the Project completion and compensation for costs incurred as a result of such delay or impact.

- B. Design-Builder shall have the duty to carefully review, inspect and examine any and all submittals before submission to Owner.
- C. Approval of submittals by the Owner shall not be evidence that Work installed or performed pursuant to the Owner's approval conforms to the requirements of the Contract Documents nor shall such approval relieve Design-Builder of any of its responsibilities or warranties under this Agreement.
- D. Drawings and other submittals from Design-Builder do not constitute a part of this Agreement.

9.3 **PROCUREMENT AND REVIEW OF WARRANTIES.** Design-Builder shall procure from all Subcontractors and Suppliers and shall transmit to Owner all warranties required by the Contract Documents. Design-Builder shall first review all such warranties and certify to Owner that the warranties are in strict compliance with the requirements of this Agreement.

9.4 **PROCUREMENT OF OPERATIONS AND MAINTENANCE DOCUMENTATION.** Design-Builder shall prepare or procure from and shall transmit to Owner all documentation required by this Agreement regarding the operation and recommended maintenance programs relating to various elements of the Work.

9.5 **COMMENCEMENT OF GUARANTEES AND WARRANTIES.** Special or specific guarantees and warranties required by this Agreement to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work for a period of **Two (2) Years**. The required Maintenance and Guarantee bond, as described in **Exhibit A**, shall commence on the date of Substantial Completion and continue for a period of **Three (3) Years**.

9.6 **AS-BUILT DRAWINGS.** Design-Builder shall prepare and provide to Owner a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Work in strict compliance with the requirements of the Contract Documents.

9.7 **COMPLIANCE WITH LABOR LAWS.** Design-Builder shall assume all responsibility for all personnel assigned to or contracted for the performance of Work and agrees to strictly comply with all obligations attaching to an employer with respect to said personnel and contractors under all applicable labor laws.

9.8 **TESTING, INSPECTIONS, AND APPROVALS.** Design-Builder shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Design-Builder shall submit certified results of any such tests performed to Owner.



9.9 **PERMITS, LICENSES AND NOTICES.** Design-Builder shall be responsible for obtaining all necessary permits construction and building permits, licenses, and other authorizations necessary for the construction of the Project. Design-Builder shall notify Owner when said permits, licenses, and authorizations, have been received and shall supply Owner with copies of same. Upon completion of the Work, the originals of permits, licenses and authorizations shall be delivered to Owner, and receipt of these documents by Owner shall be a condition precedent to final payment. Design-Builder shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Project.

9.10 **CONDITIONS TO SITE ACCESS.** While on Owner's property, all Design-Builder's employees and Subcontractors shall confine themselves to areas designated by Owner and will be subject to Owner's badge and pass requirements, if any, in effect at the Project site.

9.11 **SITE SAFETY AND SECURITY.**

- A. **Safety Management.** Design-Builder shall be responsible for developing, implementing, maintaining and supervising all safety programs in connection with the Work and the Project site. Design-Builder shall be responsible for taking all reasonable steps and legally required measures to comply with applicable safety regulations and standards and to adequately protect the Work, stored materials, temporary structures located on the premises, and all individuals performing Work at or otherwise on the Project site, including all other persons who may be physically injured by the Work.
- B. **Safety of Property.** Design-Builder will be responsible for taking all reasonable precautions to prevent damage to property and securing the property. Protection of property includes the Work and all materials and equipment to be incorporated into the Work, whether in storage on or off the Project Site, or under the care, custody or control of Design-Builder or any person or entity for whom Design-Builder is responsible. In addition, protection of property includes other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. Design-Builder acknowledges that the site is located downtown and will secure the property against trespassing, vandalism and other unauthorized access to the property.
- C. **Applicable Safety Laws.** Design-Builder shall ascertain and comply with all legal notice and posting requirements and will comply with all applicable laws bearing on the safety of persons or property and/or their protection from damage, injury, or loss.
- D. **Required Safeguards.** Design-Builder will ascertain the requirements for and will erect and maintain, as required by law and/or existing conditions, all reasonable safeguards for safety and protection, including but not limited to, the posting of danger signs and other warnings against hazards, and the promulgation of safety regulations and notification to owners and users of adjacent property.
- E. **Hazardous Activities.** If the Work involves any hazardous activities or the use or storage of hazardous materials or equipment, Design-Builder and subcontractors will fully coordinate with Owner exercise the utmost care and will carry on such activities under the supervision of properly qualified and licensed personnel. The use of explosives while undertaking any Project is prohibited.
- F. **Remedy of Damages.** Any and all damage or loss to any property, caused by Design-Builder, subcontractors or any other person or entity for whose performance Design-



Builder is responsible, will be promptly remedied or repaired at the expense of Design-Builder.

9.12 **REPAIR OF COLLATERAL DAMAGE.** Unless otherwise instructed by Owner, Design-Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities damaged by Design-Builder's performance of the Construction Work.

9.13 **CLEANING THE SITE.** At all times Design-Builder shall be responsible for keeping the Project site and related storage areas and public and private areas free from accumulations of waste materials or rubbish. If for any reason, Design-Builder or any subcontractor fails to completely clean up and remove its waste materials, rubbish and other materials at the Project site to a level acceptable to the Owner, Owner, after 24-hour written notice to Design-Builder of its intent to do so, may do so and the cost thereof will be charged to Design-Builder, through a deduction from the final pay application.

9.14 **DECISIONS REGARDING AESTHETIC EFFECT.** The City's decisions in matters relating to aesthetic effect shall be final.

9.15 **INDEPENDENT CONTRACTOR.**

- A. Design-Builder acknowledges and agrees that at all times during the performance of both Design Services and Construction Work under this Agreement Design-Builder shall be acting as an independent contractor and that no provision hereunder shall create an employment or agent relationship between the parties.
- B. Design-Builder acknowledges and agrees that in no event shall Owner be deemed to have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents
- C. Design-Builder shall exercise independent judgment in performing its duties under this Agreement and shall be solely responsible for scheduling or prioritizing the workflow and determining how all Work shall be performed. Design-Builder shall be solely responsible for the acts of its employees and subcontractors in the performance of the Work.
- D. Design-Builder agrees that if Design-Builder is injured or damaged by any other contractor, including without limitation, delay damages, acceleration costs, extra work claims, inefficiency claims, damage to others' work, damage to property and injuries to persons (including death), Design-Builder's sole remedy is to assert a Claim or cause of action directly against the other contractor causing the injury or damage. Design-Builder hereby releases, acquires, holds harmless and forever discharges Owner of and from any and all liability for performance or non-performance of other contractors or for any act or omission of other contractors.

9.16 **OWNER OCCUPANCY.** Design-Builder shall smoothly provide for the Owner's occupancy of the Project. Design-Builder shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the Work, as completed by Design-Builder, "online" and in such condition as will satisfy Owner's operational requirements. Design-Builder recognizes Owner is a public entity responsible for operating public facilities. If the Project, or any portion, is not complete in time for regularly scheduled occupancy by the City, then Owner may, at its option, occupy the Project or a portion thereof prior to Design-Builder obtaining Substantial Completion. In the event of occupancy prior to Substantial Completion, that occupancy will be construed as acceptance of the Work or



construed as Substantial Completion of the portion so occupied or used. Design-Builder shall conduct the punch list inspection, incorporating the Owner's punch list, and coordinate the completion of all final punch list work to be done with Owner occupancy requirements in mind.

ARTICLE 10

COMPENSATION

10.1. **PROJECT BUDGET.** Owner shall pay Design-Builder for the performance of the Design Services, pre-construction services, the Construction Work, and any reimbursable expenses permitted hereunder in an amount not to exceed **SEVENTEEN MILLION, FOUR HUNDRED EIGHTY-ONE THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS AND SEVENTY CENTS (\$17,481,485.70)**. Owner's Project Budget for the design and construction of the Project shall be subject to adjustments permitted hereunder. Except for the contingency line item expressly identified in Exhibit E, there shall be no reallocation of amounts among such categories, without Owner's written consent. The Project Budget shall be comprehensive in scope so that all Design-Builder costs necessary for the proper execution of the Design Services and the Construction Work shall be clearly identified and no other costs shall be allowed, subject to permissible adjustments and Change Orders as set forth hereunder. In the event that upon full completion of the Design Services and Construction Work it is discovered that the actual cost thereof is less than the Project Budget, Owner shall be entitled to the difference for any unused amounts from the contingency and specified allowance line items expressly identified in Exhibit E, as further clarified in Addendum E-1, and for any owner-direct-purchase tax savings only; Design-Builder shall be entitled to retain any and all other savings or unused funds.

10.2. **PAYMENT FOR DESIGN AND CONSTRUCTION.** Owner shall pay, and Design-Builder agrees to accept, the Guaranteed Maximum Price agreed upon by the parties as full and complete compensation for the performance of all Design and Construction Work and other requirements as set forth by the Contract Documents, subject to additions and deductions by Change Order as provided in the Contract Documents.

A. **Guaranteed Maximum Price ("GMP").** The Guaranteed Maximum Price (the "GMP") shall represent Design-Builder's guaranteed offer to the City of the maximum price for which it will design and construct the Project, as represented in the Design and Construction Documents, including any fee for Design-Builder's services. Design-Builder agrees and guarantees the GMP shall in no event exceed **\$17,481,485.70**, subject to additions and deductions by Change Order as provided in the Contract Documents.

(1) The intent and purpose of the GMP is to establish a maximum not-to-exceed price for the construction of the Project, not a maximum price for line items. Design-Builder shall provide a line-item reconciliation of the contingency and specified allowance line items identified in Exhibit E, as further clarified in Addendum E-1, and for any owner-direct-purchase tax savings, at the conclusion of the Project, at the time of the submission of the Final Payment Application, reconciling the final Schedule of Values to Design-Builder's final job cost detail of those line items only.

(2) The GMP, unless changed by formal amendment, supplemental agreement, Change Order, represents the absolute limit of obligation or liability that Owner may ever have



insofar as the cost for full and final completion of the Construction Work and the total of all payments to Design-Builder or its Subcontractors are concerned.

- (3) Design-Builder agrees that it will be responsible for paying all costs of completing the Work required to be expended for the completion of the Construction Work which exceed the GMP, as adjusted in accordance with the Construction Documents, and Owner shall never be liable for same.
- (4) Notwithstanding anything contained herein or elsewhere to the contrary, should the final cost of the Work and Design-Builder's fee total less than the GMP, or any approved amendment thereof, the difference shall inure to the benefit of Design-Builder, except that Owner shall be entitled to any savings for the contingency and allowance line items identified in Exhibit E, as further clarified in Addendum E-1, and for any Owner-direct-purchase tax savings, only.
- (5) It is understood that any Owner-requested value engineering items and/or reduction in scope shall result in a deductive change order to the benefit of the Owner.

- B. **GMP Contents.** The Guaranteed Maximum Price shall include the cost of the Design and the Construction Work (general conditions, subcontracted costs and other direct costs as defined herein) and the fee for Design-Builder's services. The GMP shall also include the following items which, once approved and executed, shall be incorporated into this Agreement:

- (1) an itemized statement of Design-Builder's General Conditions expenses for the Project which are to be paid as the Work progresses with each Application for Payment based on the percentage of completion of the Work;
- (2) a Project Schedule;
- (3) a schedule of values; and
- (4) the Design-Builder's contingency for the Work which is included for the purpose of defraying the risks associated with cost estimates based on incomplete construction documents, estimating errors, code compliance issues, and other unforeseen circumstances, and which may be used as determined in Design-Builder's sole judgement.

- 10.3. **APPLICATIONS FOR PAYMENT.** Each Application for Payment shall constitute a certification and representation by Design-Builder to Owner that the project has progressed to the point indicated and the quality of the Work covered by the application is in accordance with the Contract Documents. Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act, and the terms of this Agreement.

- A. **Schedule of Values.** Before submitting its first Application for Payment to Owner, Design-Builder shall submit a Schedule of Values allocating the GMP to various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as Owner may reasonably require. This Schedule of Values, unless objected to by Owner, will be used as the basis for evaluating Design-Builder's Applications for Payment.

- B. **Itemized Applications for Payment.** On or before the **twentieth (20th) day** of each month, Design-Builder shall submit to Owner an itemized Application for Payment in compliance with the Schedule of Values and supported by such data substantiating Design-Builder's right to payment as Owner may reasonably require, but in each case less



the total of payments previously made, and less amounts properly withheld. Each request for payment shall include a certification by Design-Builder of the percentage of completion as of the date of such request for payment.

- (1) **Change Orders.** Application for Payments will show agreed upon Change Orders as separate itemized line items for payment, including the percent of completion of the Change Order, the amounts of previous Application for Payments, retainage and payments for the Change Order.
- (2) **Materials at Project Site.** Payments will be made on account of materials or equipment not yet incorporated in the Work but delivered, suitably stored and protected at the Project site.
- (3) **Materials Off Project Site.** Design-Builder shall be entitled to receive payments for materials and equipment suitably stored off site at the precast concrete manufacturer's facility. In order for Design-Builder to be entitled to said payments, Design-Builder must submit advance written notice to Owner of its intent to begin manufacturing precast components. Owner reserves the right to reject commencement of precast concrete components, but with the explicit understanding that any rejection shall entitle Design-Builder to a change in Contract Price and Contract Time to the extent Owner's rejection of commencement of such precast components causes delay and/or increased costs.
 - (a) For precast concrete materials stored at the precast concrete manufacturer's facility, and paid for by Owner, Owner's title shall be established via a Material Bill of Sale Form submitted with each applicable pay request.
 - (b) Owner shall have the right to inspect all equipment and materials so stored during Design-Builder's business hours for the purpose of verifying quantity and storage procedures.

C. **Payment by Owner.** Within **twenty (20) calendar days** of receipt of Design-Builder's properly prepared and certified application for payment, Owner shall issue payment to Design-Builder in an amount equal to the total of the Cost of the Work and Services properly performed and approved by Owner as of the date(s) covered by such application for payment, less retainage in the amount of **Five Percent (5%)**, and less any payments previously made by Owner to Design-Builder.

- (1) As a condition precedent to payment, Design-Builder must have submitted updated schedules for the performance of the Design Services and Construction Work as required by this Agreement.
- (2) Owner shall have no obligation to make payment to Design-Builder for any Design Services or Construction Work where the amount requested is in excess of the amount allocated in the Schedule of Values for such Design Services or Construction Work based upon the percentage of completion as of the date of the request for payment, subject to any amount allocated to such request from the contingency line item.
- (3) If Owner does not agree with the Application for Payment, it will promptly so notify Design-Builder in writing, specifically identifying the nature and amount of each item so disputed and the reason(s) therefor. Owner will withhold payment for only those items in dispute; undisputed items will be paid in accordance with the Agreement.
- (4) It is mutually agreed that no payment (including final payment) issued by Owner under this Agreement, nor the partial or complete use or occupancy of the Project by



Owner, shall be interpreted or construed to constitute acceptance of any Services or Work not performed in accordance with the Contract Documents.

- D. **Transfer of Title.** Title of all Work, materials and equipment covered by an Application for Payment will pass to Owner upon the receipt of payment by Design-Builder, and will be free and clear of all liens, claims, security interests or encumbrances. Design-Builder will have no property interest in Work, materials and equipment, including without limitation, stored materials and equipment, for which title has passed to Owner.
- E. **Payment to Subcontractors.** Upon receipt of payment from Owner, Design-Builder shall promptly pay all subcontractors, materialmen, laborers, and suppliers such amounts as they are entitled for the Work covered by such payment, in accordance with the terms and conditions contained in the agreements between Design-Builder and such subcontractors, materialmen, laborers, and suppliers.

10.4. **OWNER DIRECT PURCHASES.** Based on the current understanding of the intended design for the Project, which is still subject to modification through the design phase, Design-Builder has included in the GMP the sales tax that would be applied to its purchase of the materials and/or components from suppliers, vendors and subcontractors anticipated to be used in the Work in the GMP. Owner is legally exempt from sales tax of such materials and/or components. Therefore, to provide additional savings to Owner, Design-Builder agrees, if Owner elects, to participate in an Owner-Direct-Purchase ("ODP") program, as follows:

- A. Design-Builder will identify in writing for Owner all potential ODP items, defined as those materials and/or components to be purchased from a single supplier, vendor or subcontractor for single orders that exceed \$25,000.00, and shall provide an itemization of the taxable portion and the sales tax thereon;
- B. Design-Builder will also provide Owner with a deadline by which Owner must notify Design-Builder of its election to participate in the ODP for such items;
- C. If Owner elects to participate in the ODP for any item, Design-Builder will prepare the purchase order on behalf of Owner, or provide all information for Owner to prepare the purchase order, as Owner may prefer, to be executed by Owner and the particular supplier, vendor or subcontractor of said materials and/or components;
- D. A deductive Change Order for the direct purchase price Owner pays for the materials and/or components, plus the tax savings for the taxable amount of said direct purchase, shall be prepared and executed by the Parties, upon agreement.

Specifically, Design-Builder currently recognizes that the manufactured precast concrete and electrical lighting package/switchgear components of the Project is a significant purchase where Owner could realize tax savings if it elected to participate in the ODP program for such materials and/or components. Therefore, if Owner elects to direct purchase the allowable portion of the precast concrete & electrical lighting package/switchgear materials and/or components of the scope of Work, Design-Builder will provide Owner a proposal clearly identifying the items where sales tax would be applicable and the potential savings available. If accepted by Owner, Design-Builder will provide a deductive change order to Owner for the cost of the materials purchased inclusive of the applicable sales tax. However, Owner acknowledges that timely payment of ODP program materials and/or components are critical to maintaining the overall general progress of the Work and Project Schedule, and any failure to timely pay such invoices could delay the progress and increase the costs of completing the



Project. Therefore, Owner agrees to timely pay (within 30 days of receipt of an invoice) suppliers, vendors and subcontractors from which Owner directly purchases materials and/or components under the ODP program, to ensure that the general progress and cost of the Project is not impacted, and that Design-Builder shall be entitled to an additive Change Order for any costs and time incurred as a result of any such payment failure.

10.5. RETAINAGE ON PROGRESS PAYMENTS. Owner shall withhold an amount equal to **Five Percent (5%)** of each monthly progress payment for the Construction Phase only, as retainage to secure Design-Builder's full and faithful performance of its obligations under this Agreement. Design-Builder shall not be entitled to any interest received by City on retainage funds held. Owner may release any portion of any retainage withheld which is attributable to the labor, services, or materials supplied by Design-Builder or by one or more Subcontractors or suppliers at any point at all.

10.6. WITHHOLDING OF PAYMENT. Owner shall have the right to refuse to make payment and, if the balance of unpaid contract amount is insufficient to pay them, then Owner, may demand the return of a portion or the entire amount previously paid to Design-Builder in an amount then reasonably adequate to cover the demonstrated penalties, damages, and potential losses resulting or reasonably likely to result from:

- A. the quality of a portion, or all, of Design-Builder's Construction Work not performed in accordance with the Contract Documents;
- B. the quantity of Design-Builder's Work not corresponding with what is represented in Design-Builder's application for payment, or otherwise;
- C. Design-Builder's rate of progress being such that, in Owner's reasonable and demonstrated opinion, Substantial Completion, Final Completion, or both, may be inexcusably delayed;
- D. Design-Builder's failure to use payments received from Owner to pay Design-Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment Suppliers in accordance with the agreements between Design-Builder and such third-parties;
- E. evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- F. claims made, or likely to be made, against Owner or its property;
- G. loss to Owner caused by Design-Builder arising out of its Work; and/or
- H. Design-Builder's failure or refusal to perform any of its obligations to Owner.

In the event that Owner issues written demand to Design-Builder for amounts previously paid, Design-Builder shall promptly comply with such demand.

ARTICLE 11

TIME FOR CONSTRUCTION, EXTENSIONS, LIQUIDATED DAMAGES, AND FORCE MAJEURE

11.1 TIME OF THE ESSENCE. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. Owner and Design-Builder recognize that Owner will suffer financial loss if the Work is not substantially completed within the time specified Project Schedule, as said time may be adjusted as provided for herein.



11.2 **START AND EXPEDITIOUS COMPLETION OF THE WORK.** Design-Builder shall begin Work per the Notice(s) to Proceed issued by Owner, provide adequate staffing, and man the Project site with adequate forces to achieve Substantial Completion and Final Completion of the Work within the time specified in the Project Schedule, as said time may be adjusted as provided for herein.

11.3 **NOTICE OF COMMENCEMENT.** After Owner has approved the Design Documents from the Detailed Design, Owner shall issue a Notice to Commence Work directing Design-Builder to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The Notice of Commence Work shall be issued at least ten (10) calendar days prior to the Commencement Date.

11.4 **TIME FOR COMPLETION.** Design-Builder shall commence the Work on the Commencement Date and the Work shall be carried out regularly and without interruption. Design-Builder shall substantially complete the Work **not later than 419 calendar days** after the Commencement Date, or such other date designated by Change Order (the "Scheduled Completion Date"). Design-Builder shall achieve Final Completion of the Work no later than **thirty (30) calendar days** after achieving Substantial Completion.

11.5 **LIQUIDATED DAMAGES.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and quantify the total amount of damages that Owner would incur should Design-Builder fail to achieve Substantial Completion and/or Final Completion of the Work by the dates specified for each under the terms of this Agreement because this is a public construction project that will, when completed, benefit the public. These liquidated damages are in lieu of all liability for extra costs, losses, expenses, claims, penalties and any other damages of any nature incurred by Owner resulting from not attaining the Substantial Completion and/or Final Completion date(s).

A. Accordingly, the Parties agree that it is appropriate and fair for Owner to assess against Design-Builder, as liquidated damages and not as a penalty, the sum of **Five Thousand Twenty-One and No/100 Dollars (\$5,021) Per Day** for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Construction Schedule, as extended in accordance with the Contract Documents, starting on the first day following expiration of the established deadline for Substantial Completion and continuing each calendar day until the actual date that Substantial Completion is achieved.

B. After Substantial Completion is achieved, the Parties agree that it is appropriate and fair for Owner to assess against Design-Builder, as liquidated damages and not as a penalty, the sum of **Two Hundred and No/100 Dollars (\$200) Per Day** for Design-Builder's neglect, failure, or refusal to complete punch list items or other remaining Work by the date established in the Construction Schedule for Final Completion of the Work as extended in accordance with the Contract Documents. Liquidated Damages for punch list items shall commence on the first day following expiration of the established date for Final Completion and shall accrue until the Final Application for Payment has been approved by Owner.



- C. The Liquidated Damages amount per calendar day is fixed and agreed upon by and between Design-Builder and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. It is agreed that the liquidated damages amount per calendar day is adequate to cover damages, which the Owner will sustain by reason of inconvenience, loss of use, loss of monies, by the Owner.
- D. Permitting Design-Builder to continue and finish the Work, or any part thereof after the time fixed for its completion or after any date to which time for completion may have been extended shall in no way constitute a waiver by Owner of any rights under the Agreement.
- E. Owner shall have the right to: (a) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Design-Builder; or to (b) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
- F. It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for Design-Builder's failure to substantially complete the Work in the Contract Time and shall not release Design-Builder from liability from any other breach of Agreement requirements.
- G. If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of Design-Builder's failure to achieve Substantial Completion of the Work.

11.6 DELAYS AND EXTENSIONS OF TIME.

- A. **Delays.** If Design-Builder is materially delayed at any time in the commencement or progress of the Work by a wrongful act or neglect of the Owner or of an employee separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes not caused by wrongful or unlawful acts of Design-Builder, fire, unusual delay in deliveries or product availability, unavoidable casualties or other causes beyond Design-Builder control; or by other causes that the Owner determines may justify delay, then the Time for Completion may be extended (an "Extension of Time") by Change Order for such reasonable time and/or cost as the Owner may determine.
- B. **Changes and Extensions of Time.** All changes to the scope of the Design Services or Construction Work or extensions of the agreed upon Design Schedule or Time for Completion of the Work shall be made by mutual agreement of Owner and Design-Builder. All Change Orders or other changes requested by Design-Builder, including claims for additional compensation or extensions of the Time for Completion occurring during either the Design and Pre-Construction Phase or Construction Phase of the Project shall be governed by the applicable provisions of the City of Ocala's Standard Specifications for Construction of Streets, Stormwater, Traffic, Water, and Sewer Infrastructure, February 2023, which is incorporated herein by reference.
 - (1) **Owner's Right to Order Changes.** Changes in the Design Services or the Construction Work under this Agreement may be unilaterally ordered by Owner without invalidating the Agreement. Such changes shall be communicated by



Change Order, Field Order, or supplemental agreement, as applicable. Design-Builder shall proceed diligently with any changes and the changes shall be accomplished in strict accordance with this Section.

- (2) **Owner's Right to Order Acceleration.** Design-Builder acknowledges and agrees that Substantial Completion of the Construction Work by or before the Scheduled Completion Date is of substantial importance to Owner. Accordingly, Owner shall have the right, in its sole discretion, to order Design-Builder to accelerate its progress in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct, and Design-Builder shall comply, subject to the parties' agreement in writing to the extent of such acceleration and associated costs. If Owner orders Design-Builder to accelerate its progress, then Owner shall compensate Design-Builder for all increased costs, plus overhead and profit, incurred as a result of such acceleration.
- (3) **Design-Builder's Duty to Provide Notice and Documentation.** Design-Builder's claims for extensions of the time to either the Design Schedule or Time for Completion of the Construction Work shall be made in writing within **seven (7) calendar days** after occurrence or Design-Builder's knowledge of the event giving rise to the claim, whichever occurs last, and shall be supported by sufficient documentation to allow the Owner to reasonably understand the merits of the request and the amount of time and/or compensation requested. Failure of Design-Builder to provide notice as required under this Section for an increase in compensation or an extension of time shall constitute a waiver by Design-Builder of any entitlement thereto.
- (4) **Continuing Duty to Perform Work Pending Resolution or Denial of Claim.** Design-Builder shall continue to diligently perform the Design Services and Construction Work during the pendency of any claim for extension of time or increase in compensation resulting from a Change Order or supplemental agreement and shall keep thorough records of the cost of performance under same. The resolution of any claim under this Article shall be reflected by Change Order or supplemental agreement executed by Owner and Design-Builder. Owner may deny all or any part of Design-Builder's claim for extension of time or increase in compensation by providing written notice of its decision within **seven (7) calendar days** of receipt of Design-Builder's claim. In the event of Owner's denial of Design-Builder's claim, Design-Builder shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date, and shall have the right to assert a claim for any denied increase in time or compensation.
- (5) **Limit of Owner's Liability for Increased Compensation.** In connection with any claim by Design-Builder for compensation in excess of the Guaranteed Maximum Price for the Construction Work, any liability of Owner shall be strictly limited to the Cost of the Construction Work and Design Services as defined herein and shall in no event include any indirect, consequential, impact or other costs, expenses, or damages of Design-Builder or its Subcontractors. Owner shall not be liable to Design-Builder for claims of third parties, to include Design-Builder's



Subcontractors, for the acts, omissions, events, or conditions for which Owner would not be otherwise liable to Design-Builder under the terms of this Agreement.

11.7 FORCE MAJEURE. Neither party will be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, pandemic, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, unavailability of materials, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of a Force Majeure Event, the affected party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice must be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event or as soon as possible after such failure or delay if the Force Majeure Event precludes the affected party from providing notice within such time period.
- B. Upon the occurrence of Force Majeure Event, the affected party will be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work will be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement. Additionally, Design-Builder will be entitled to reasonable compensation for any additional compensable project costs and expenses directly resulting from the Force Majeure Event, subject to the City's verification of such costs via documentation and mutual agreement between the parties.

ARTICLE 12

INDEMNITY, SOVEREIGN IMMUNITY, AND INSURANCE

12.1 INDEMNITY. Design-Builder shall indemnify and hold harmless City, its officers, directors, agents and employees against and from any and all claims, damages, losses, expenses, penalties, demands, judgments, actions, proceedings, losses, or costs, including reasonable attorneys' and paralegal fees, whether resulting from any claimed breach of Design-Builder or arising out of resulting from the performance of the Work, provided that any such claim, damage, loss, expense, direct or consequential damages, or other economic loss is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the



negligent acts or omissions, recklessness, or intentional wrongful conduct of Design-Builder, its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist to any party or person described in this Section.

- A. Design-Builder's indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Design-Builder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- B. To the extent that this Agreement constitutes a contract subject to the limitations of section 725.06, Florida Statutes, Design-Builder's indemnification obligations contained herein shall be deemed or otherwise interpreted to provide the maximum indemnification allowed by same and to fully comply with section 725.06, Florida Statutes, including any amendments thereto, in all respects. Furthermore, if (and only if) applicable law requires that there be a maximum monetary limit of indemnification for which Design-Builder is responsible so that any such indemnification provision remains enforceable, such limit shall be One Million Dollars (\$1,000,000) per occurrence, which City and Design-Builder agree bears a commercially responsible relationship to this Agreement and the Work and Services to be performed hereunder.

12.2 **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Nothing herein may be deemed as a waiver of immunity by City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

12.3 **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** For the life of this Agreement, Design-Builder shall procure and maintain Commercial Automobile Liability Insurance providing coverage for all automobiles owned, non-owned, hired, and scheduled by Design-Builder with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Design-Builder's policy of Commercial Automobile Liability Insurance shall name the City of Ocala, a political subdivision of the State of Florida, as an additional insured.

12.4 **COMMERCIAL GENERAL LIABILITY INSURANCE.** For the life of this Agreement, Design-Builder shall procure and maintain Commercial General Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate. The only aggregate limit acceptable is "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG 25 01 or equal). Design-Builder may provide evidence of an umbrella policy to meet this requirement.

- A. Design-Builder's Commercial General Liability Insurance shall include coverage for Design-Builder's operations, independent contractors, subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, contractors, or subsidiaries, and their employees or agents for claims for damages caused by bodily



injury, property damage, or personal advertising injury, and products liability/completed operations including what is commonly known as Groups A, B, and C.

- (1) Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by Design-Builder or by any of its subcontractors arising from work or services performed under the Agreement.
- (2) Public liability coverage shall include either blanket contractual insurance or a designated contractual liability coverage endorsement indicating expressly the Design-Builder's agreement to indemnify, defend, and hold harmless the City as provided in this Agreement.
- (3) The commercial general liability policy shall provide coverage to City when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, independent contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU) Coverage, Contractual Liability or Separation of Insureds.

B. When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85.

C. Design-Builder shall require its subcontractors performing work under this Agreement to add the City of Ocala as an additional insured to their respective Commercial General Liability policies as an additional insured by ISO Endorsement CG 20 38.

D. All commercial liability policies required by this Section shall provide a waiver of subrogation in favor of the City.

12.5 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** For the life of this Agreement, Design-Builder shall procure and maintain Workers' Compensation and Employer's Liability Insurance in amounts necessary to meet the requirements under Florida law. Design-Builder waives, and shall ensure that its insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. Design-Builder's policy must be endorsed with WC 00 03 13 Waiver of Our Right to Recover from Others, or equivalent.

12.6 **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS INSURANCE.** Design-Builder shall procure and maintain, for a period of at least Five (5) Years from the date of acceptance of the Work by the City, a policy of professional liability/errors and omissions insurance in an amount not less than \$1,000,000 per claim.

12.7 **POLUTION AND REMEDIATION LEGAL LIABILITY INSURANCE (HAZARDOUS MATERIALS).** If not otherwise included in Design-Builder's Commercial General Liability Insurance coverage, Design-Builder shall procure and maintain, for a period of Three (3)



Years after final completion of the Project, pollution liability insurance coverage for claims arising from the Design-Builder's discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, during the construction, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.

12.8 **INSTALLATION FLOATER INSURANCE.** Design-Builder shall procure and maintain a policy of installation floater insurance to cover damages or destruction to equipment being installed or otherwise being handled or stored by the Design-Builder. The amount of coverage should be adequate to provide full replacement value of the equipment otherwise being handled or stored on or off premises or in transit. All risks coverage shall be provided either in a single policy or in a combination of underlying and umbrella on excess policies.

12.9 **BUILDER'S RISK (PROPERTY) COVERAGE.** From the issuance of the notice to proceed for construction and continuing until the Work has been completed and the project has been accepted by City, Design-Builder shall take out and maintain a Builder's Risk Policy insuring the interests of the Owner, Design-Builder, and Subcontractors in the property against all risk of physical loss and damage, as their interests may appear. Owner shall be listed as an Additional Insured under the policy. Coverage shall be afforded in an amount not less than 100% of the total project cost, including soft costs and written on an "all risk" basis including theft, stored materials, and flood and windstorm with no co-insurance clause. Coverage and protection under the policy shall not be diminished, altered, waived, or otherwise affected by partial or complete occupancy by Owner. In addition to the foregoing, the coverage form shall include, but be not limited to, the following:

- A. guaranteed policy extension provision;
- B. storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the Project;
- C. equipment breakdown for cold testing of all mechanized, pressurized, or electrical equipment; and
- D. LEG2 coverage or equivalent.

12.10 **ADDITIONAL INSURANCE PROVISIONS.**

A. **Insurance Requirements.** These insurance requirements shall not relieve or limit the liability of Design-Builder. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Design-Builder's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Design-Builder. Design-Builder's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

B. **Premiums and Deductibles.** Design-Builder has sole responsibility for payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses



incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Design-Builder's expense. Approval will not be unreasonably withheld.

- C. **Certificates of Insurance.** No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided. Binders are unacceptable. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
 - (1) The "City of Ocala, 110 SE Watula Avenue, Ocala, FL 34471" shall appear as an additional insured and certificate holder on Certificates of Insurance for all liability policies, with the exception of Workers' Compensation and Professional Liability policies. City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
 - (2) The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.
 - (3) Design-Builder shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A.
 - (4) Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided.
 - (5) Original and renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.
- D. **Notice of Cancellation.** Design-Builder shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) calendar days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Design-Builder to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- E. **Failure to Maintain Coverage.** In the event Design-Builder fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Design-Builder under this Agreement, Design-Builder shall be considered to be in default of this Agreement.
- F. **Severability of Interests.** Design-Builder shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

ARTICLE 13 - BONDS

- 13.1 **BONDING REQUIREMENTS.** Design-Builder shall furnish a separate Payment and Performance Bond (covering faithful and satisfactory performance of the work contracted)



and a Public Construction Bond (covering payment in full for all services rendered materials furnished, and labor supplied or performed) each in amount not less than **One Hundred Percent (100%) of the total Guaranteed Maximum Price** and in such form as prescribed pursuant to section 255.05, Florida Statutes and with such sureties as are acceptable to the City. Bonds must be submitted with the Guaranteed Maximum Price and approved prior to commencement of the Construction Phase Services for the Project. The bond form shall be AIA A-311.

13.2 **QUALIFICATION OF SURETIES.** To be acceptable to Owner as Surety for Payment and Performance Bonds and Public Construction Bonds, a Surety Company shall comply with the following provisions:

- A. The surety shall be rated "A+" or better on the Financial Strength Rating (FSR), published by A. M. Best Company. Financial Strength Rating of companies providing insurance for the project shall be "A-" or better.
- B. The surety shall also be listed on the U.S. Department of Treasury (Dept. Circular 570) entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
- C. The surety companies proposed by Design-Builder for the Project are subject to City's approval which approval shall not be unreasonably withheld. At any time after approval, if the City, for cause (such cause being defined as the filing petitions or applications for protection or liquidation under federal bankruptcy laws), becomes dissatisfied with any surety or sureties then upon the bond(s), Design-Builder shall, within fifteen (15) calendar days after written notice from the City to do so, substitute acceptable bond(s) in such form and sum, and signed by such other surety or sureties as may be satisfactory to the City. The premiums on the bond(s) shall be paid by Design-Builder. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished acceptable bond(s) to the City.

ARTICLE 14

SUSPENSION OF WORK AND TERMINATION

14.1 **RIGHT OF OWNER TO SUSPEND WORK.** Owner may, at any time and without cause, order Design-Builder to suspend, delay or interrupt the Work in whole or in part for such period of not more than sixty (60) consecutive days by written notice to Design-Builder. Any such directive shall fix the date upon which Work will be resumed and Design-Builder shall resume the Work on the date so fixed. Provided that Design-Builder submits a Change Order request, Design-Builder shall be entitled to an adjustment in the Cost of Work as set forth in the GMP or the Contract Time, or both, for verified increases and time directly attributable to such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Design-Builder is responsible;

14.2 **TERMINATION FOR CONVENIENCE BY OWNER.** The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause upon **thirty (30) calendar days'** advance written notice.



- A. **Design-Builder's Action Upon Notice.** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, Design-Builder shall:
 - (1) cease operations as directed by the Owner in the notice;
 - (2) take those actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- B. **Design-Builder Payment.** In case of termination for the Owner's convenience, Design-Builder shall be entitled to receive payment for Work executed, and costs actually and reasonably incurred by reason of such termination, as follows:
 - (1) Design-Builder shall submit a termination claim to Owner specifying the amounts believed to be due because of the termination for convenience together with costs, pricing, or other data required by Owner. If Design-Builder fails to file a termination claim within sixty (60) calendar days of the effective date of termination, Owner shall pay Design-Builder an amount in compliance with Subparagraph (3) of this Section.
 - (2) Design-Builder and Owner may agree to the compensation, if any, due to Design-Builder under this Section.
 - (3) Absent an agreement between Design-Builder and Owner to the amount due to Design-Builder, Owner shall pay Design-Builder, as full compensation for Owner's termination for convenience, the following amounts:
 - (a) the Cost of the Construction Work and Services, to the extent incurred or paid prior to the effective date of termination;
 - (b) such portion of Design/Builder's Fee which is earned and unpaid as of the date Design/Builder is directed to cease Work;
 - (c) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 14.2(a)(3);
 - (d) reasonable costs of demobilization and materials restocking charges; and
 - (e) materials created and stored by Design-Builder or Design-Builder's Subcontractors.
 - (4) In no event shall Design-Builder be entitled to recover lost profits on unperformed Work or other incidental or consequential damages from Owner on account of a termination for convenience.

14.3 TERMINATION BY THE CITY FOR CAUSE.

- A. **Time Frame and Causes.** Owner may terminate this Agreement for cause if Design-Builder:
 - (1) persistently refuses or fails to perform the Work in accordance with the Contract Documents (including, but not limited to, supplying enough properly skilled workers or proper materials or failing to adhere to the Project Schedule);



- (2) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Design-Builder and the subcontractors;
- (3) disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- (4) otherwise materially breaches a provision of the Contract Documents, which may include failure to comply with the Project Schedule, failure to provide adequate supervision, or failure to maintain a safe Project site.

B. Owner's Rights Upon Breach. When any of the above causes exist, Owner shall provide Design-Builder and its Surety with written notice of default and a reasonable time to cure said default; said reasonable time to commence to cure shall be dependent on the nature and extent of the default, but shall not be less than ten (10) calendar days. Thereafter, if Design-Builder fails to cure, or commence cure of said default, Owner may, without prejudice to any other rights or remedies of the Owner terminate employment of Design-Builder and may, subject to any prior rights of the Surety:

- (1) exclude Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon paid for and intended to become part of the Project by the Design-Builder;
- (2) accept assignment of subcontracts pursuant to the terms of this Agreement;
- (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 Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work; and
- (4) accept Design-Builder's proposed remedy to immediately correct any material breach of a provision of the Contract Documents.

C. Payment to Design-Builder. Upon Owner's termination for cause for one of the reasons set forth in this Section, Design-Builder shall not be entitled to receive further payment until the Work is finished.

D. Effect of Termination for Cause on GMP Balance. In the event of Owner termination for cause, should the unpaid balance of the GMP exceed the costs of finishing the Work, including other damages incurred by the Owner and not expressly waived, such excess shall be paid to Design-Builder. If such costs and damages exceed the unpaid balance, Design-Builder shall pay the difference to the Owner. The amount to be paid to the Owner shall survive termination of the Agreement. Owner's costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional insurance, additional interest because of any delay in completing the Work, and all other direct and indirect costs, including, but not limited to, the loss of use of the Project incurred by the Owner because of the termination of Design-Builder as stated herein.

ARTICLE 15

CLAIMS AND DISPUTES, ATTORNEYS' FEES, AND GOVERNING LAW

15.1 CLAIMS. The following disputes between Owner and Design-Builder (each considered a "Claim" under this Agreement) shall be first submitted through the Claims process set forth in this Article, which, together with the Final Resolution of Disputes as set forth herein, shall



serve as the formal dispute resolution procedure prescribed in the construction contract pursuant to section 218.735(4), Florida Statutes:

- A. Design-Builder's appeal of the City of Ocala Engineer's decisions regarding Change Orders;
- B. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
- C. Disputes that the City Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

15.2 SUBMITTAL OF CLAIMS.

- A. Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to the City Engineer and other party to the contract promptly (but in no event later than 30 calendar days) after the start of the event giving rise thereto or after the claimant knows of the Claim, whichever occurs latest.
- B. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 calendar days after the start of such event (unless the Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter).
- C. A Claim for an adjustment in Contract Price or Contract Time shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Claim shall be accompanied by claimant's statement certifying that the Claim is made in good faith that the supporting data are accurate and complete, and that to the best of claimant's knowledge and belief that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.
- D. The opposing party, if any, shall submit its response to the Engineer and the Claimant within 30 calendar days after receipt of the Claimant's last submittal (unless the City Engineer allows additional time).

15.3 REVIEW AND RESOLUTION OF CLAIMS.

- A. **Decision by the City Engineer.** The City Engineer will render a formal decision in writing within thirty (30) calendar days after receipt of the last submittal of the Claimant or the last submittal of the opposing party, if any. The written decision of the City Engineer on such Claim, dispute, or other matter shall be final and binding upon the Owner and Design-Builder unless a written notice of Design-Builder's intention to appeal is delivered to the City Engineer within thirty (30) calendar days after the date of such decision, and, if applicable, providing pre-suit notice to Owner of Design-Builder's intent to file a cause of action in Circuit Court in Marion County, Florida.
- B. **No Decision.** Should the City Engineer fail to render a formal written decision within the time set forth herein, a decision approving the Claim in its entirety shall be deemed to



have been issued thirty-one (31) calendar days after receipt of the last submittal of the Claimant or the last submittal of the opposing party, if any.

- C. **Partial Approval:** Should the City Engineer approve the Claim in part and deny it in part, such action shall be final and binding unless within thirty (30) calendar days of such action the other party invokes the procedure set forth herein for final resolution of disputes.
- D. **Denial of Claim.** A denial of the Claim shall be final and binding unless within thirty (30) calendar days of the denial the other party invokes the procedure set forth herein for the Final Resolution of Disputes.
- E. **Appeal of Claim.** Design-Builder shall be entitled to an appeal by filing a formal proceeding instituted by the appealing party in Circuit Court, Marion County, Florida, within thirty (30) calendar days of Design-Builder's notice to Owner of Claim, sixty (60) calendar days after the date of the written decision of the City Engineer, or within sixty (60) calendar days after Substantial Completion, whichever is later (unless otherwise agreed in writing by the City Engineer and the Design-Builder), to exercise such rights of remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable laws and regulations.

15.4 FINAL RESOLUTION OF DISPUTES

- A. **Disputes Subject to Final Resolution.** The following disputed matters are subject to final resolution under the provisions of this Article, which serves as the formal dispute resolution procedure prescribed in the construction contract pursuant to Section 218.735(4), Florida Statutes:
 - (1) timely appeal of an approval in part and denial in part of a Claim;
 - (2) timely appeal of a denial in full; and
 - (3) disputes between Owner and Design-Builder concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. **Final Resolution.** Claims and disputes between the Owner and the Design-Builder which cannot be resolved to the satisfaction of both parties, shall be filed in the Circuit Court, Marion County, Florida.

15.5 ATTORNEYS FEES.

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability or otherwise, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.



15.6 **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

15.7 **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

15.8 **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

ARTICLE 16

SPECIAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED CONTRACTS

16.1 **APPLICABILITY.** This Agreement is funded in whole or in part by a federal agency and shall be governed by the following provisions as required under Appendix II to 2 CFR, Part 200, as applicable. These Special Terms and Conditions shall have precedence over any terms or conditions set forth herein which may be in variance or conflict therewith.

16.2 **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, Design-Builder agrees as follows:

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



employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. Design-Builder will, in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. Design-Builder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceedings, hearing, or action, including an investigation conducted by the employer, or is consistent with the Design-Builder's legal duty to furnish information.
- D. Design-Builder will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Design-Builder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. Design-Builder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. Design-Builder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its/his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Design-Builder's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Design-Builder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. Design-Builder will include the provisions of the subparagraphs contained within this entire section in every subcontract or contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Design-Builder. The Design-Builder will take such action concerning any subcontract or contract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:



(1) Provided, however, that in the event a Design-Builder becomes involved in, or is threatened with, litigation with a subcontractor or Design-Builder as a result of such direction by the administering agency, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

16.3 DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT.

- A. **Davis Bacon Act.** All vendors, contractors, and subcontractors must comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Design-Builder is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Design-Builder shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at www.dol.gov. Design-Builder agrees that, for any purchase to which this requirement applies, the award of the purchase to the Design-Builder is conditioned upon Design-Builder's acceptance of the wage determination. The City shall report all suspected or reported violations to the Federal awarding agency.
- B. **Copeland "Anti-Kickback" Act.** Design-Builder further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractor and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City shall report all suspected or reported violations to the Federal awarding agency.

16.4 CONTRACT WORK HOURS & SAFETY STANDARDS ACT. All vendors, contractors, and subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (20 CFR Part 5).

- A. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- B. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

16.5 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,



Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

16.6 **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** All vendors, contractors, and subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

16.7 **DEBARMENT AND SUSPENSION. BYRD ANTI-LOBBYING AMENDMENT.** No contract award shall be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

16.8 **BYRD ANTI-LOBBYING AMENDMENT.** Contractors who apply or bid for an award of more than \$100,000 shall file a Byrd Anti-Lobbying Certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

16.9 **PROCUREMENT OF RECOVERED MATERIALS.** As a non-Federal entity that is a political subdivision of the state of Florida, the City of Ocala and all vendors, contractors, and subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16.10 **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** As a recipient and subrecipient of federal funds, the City of Ocala and its vendors, contractors and subcontractors:

- As a recipient and subrecipient of federal funds, the City of Ocala and all vendors, contractors and subcontractors are prohibited from obligating or spending loan or grant funds to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment,



services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. By submitting the electronic response to this solicitation, Vendors are certifying that they have carefully read the solicitation documents, including any addenda, exhibits, attachments, and/or appendices in their entirety and agrees that to the best of his/her knowledge, no pages or parts of the documents appear to have been omitted and that Vendor fully understands, accepts, and agrees to fully comply with the requirements and conditions set forth therein.

D. See Public Law 115-232, section 889 for additional information.

E. See also, § 200.471.

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

A. For the purposes of this section:



- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ARTICLE 17 **MISCELLANEOUS PROVISIONS**

17.1 **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Design-Builder's performance. Any such evaluation will become public record.

17.2 **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.

17.3 **PUBLIC RECORDS.** Design-Builder shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Design-Builder shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 contract term and following completion of the contract if Design-Builder does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Design-Builder or keep and maintain public records required by the public agency to perform the service. If Design-Builder transfers all public records to the public agency upon completion of the contract, 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 contract, Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC



RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

17.4 **PUBLICITY.** Design-Builder shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

17.5 **PUBLIC ENTITY CRIMES.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Design-Builder understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Design-Builder further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17.6 **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Design-Builder shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

17.7 **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Design-Builder falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.

17.8 **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** The City of Ocala adopts FDOT's goal of 10.65% as a race-neutral DBE goal. This means the City's goal is to spend at least 10.65% of expenditures with certified DBE's as prime firms, or as subcontractors/subcontractors. Race-neutrality means the City hopes the overall goal can be achieved through the normal



competitive procurement process without using DBE required goals. Although not a requirement, the City believes this DBE percentage can realistically be achieved on projects through use of DBE prime and DBE subcontractors performing services anticipated on projects. Prime contractors may be requested to submit a DBE Utilization form indicating their firm's proposed use of DBE subcontractors.

17.9 **DRUG FREE WORKPLACE REQUIREMENT.** Design-Builder submitted a drug free workplace certification with their proposal, and agrees to provide a drug free workplace.

- A. The Design-Builder, if other than an individual, shall-within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration:
 - (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Design-Builder's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about: (i) the dangers of drug abuse in the workplace; The Design-Builder's policy of maintaining a drug-free workplace; (ii) any available drug counseling, rehabilitation, and employee assistance programs; and (iii) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph 15.10.1(a) of this Section;
 - (4) Notify such employees in writing in the statement required by subparagraph 15.10.1(a) of this Section that, as a condition of continued employment on this contract, the employee will: (a) abide by the terms of the statement; and (b) notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
 - (5) Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under subparagraph 15.10.1(d) of this Section, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- B. Within 30 calendar days after receiving notice under subparagraph 15.10.1(e) of this Section of a conviction, Design-Builder shall take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (1) take appropriate personnel action against such employee, up to and including termination; or
 - (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and





If to City of Ocala:

Sean Lanier, PE, CFM, City Engineer
City of Ocala Engineering Department
1805 NE 30th Avenue, Building 600
Ocala, Florida 34470
Phone: 352-351-6772
Fax: 352-351-6718
Email: slanier@ocalafl.gov

With copies to:

Daphne M. Robinson Esq., Contracting Officer
City of Ocala Procurement and Contracting Department
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
Fax: 352-690-2025
Email: notices@ocalafl.gov

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Email: cityattorney@ocalafl.gov

17.15 **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all who shall be bound by the provisions hereof.

17.16 **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

17.17 **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.



CONTRACT#: ENG/240598

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/3/2024.

ATTEST

DocuSigned by:

A handwritten signature of "Angel B. Jacobs" enclosed in a blue rounded rectangle.

F82769461C4E4E5...

Angel B. Jacobs
City Clerk

CITY OF OCALA

Signed by:

A handwritten signature of "Kristen Dreyer" enclosed in a blue rounded rectangle.

382728BFAF374FC...

BY: _____
Council President

Kristen Dreyer

Printed Name

Approved as to form and legality

DocuSigned by:

A handwritten signature of "William E. Sexton" enclosed in a blue rounded rectangle.

B07DCFC4E86E429...

William E. Sexton
City Attorney

SSC CONSTRUCTION MANAGEMENT, LLC

DocuSigned by:

A handwritten signature of "Tom Files" enclosed in a blue rounded rectangle.

E1598ACF1900496...

Tom Files

(Name of Authorized Signatory)

President

(Title of Authorized Signatory)

EXHIBIT A – SCOPE OF SERVICES

The Design Criteria Package attached hereto as **EXHIBIT B** sets forth comprehensive requirements regarding surveys, explorations, design, construction, and adjacent residential/commercial/municipal access during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and permitting agencies, and the public.

1. CITY'S RESPONSIBILITIES

- (a) City shall make available sufficient staff as required to meet with the Design-Builder during the design and construction phases of the Project and to provide information as necessary and required.
- (b) City shall designate a Project Manager who will be fully acquainted with the Project to oversee the work and provide support to the Design-Builder as needed. The Design-Builder must provide for its own construction quality assurance and quality control inspections, testing and material certifications and shall not rely upon the City for these services.
- (c) In addition to the foregoing, the City shall:
 - (1) provide survey for control and existing site features prior to design;
 - (2) perform Land Use Review and Conditional Use Permitting, as necessary;
 - (3) provide an estimate to Design-Builder of all permit fees and impact fees necessarily associated with the Project;
 - (4) provide Design-Builder with base map information, including existing conditions and features, in an AutoCAD format; and
 - (5) provide Design-Builder with the estimated locations of any known existing site utilities owned by the City.

2. DESIGN-BUILDER RESPONSIBILITIES. The Design-Builder shall provide a comprehensive, turnkey scope of services from the design process through construction closeout. The significant aspects of this Project shall include the services, responsibilities, and deliverables set forth below. The Design-Builder will be expected to work closely with designated City staff to accomplish these responsibilities and meet the established goals for this Project.**(a) CONCEPTUAL DESIGN SERVICES.**

- (1) The Design-Builder shall work with the City Engineer or other City designated officials to formulate a conceptual design process that he/she believes is the best for effectively providing the conceptual design services that are desired and defined herein.
- (2) At a minimum, the conceptual design process shall include participation in one (1) kickoff meeting and up to two (2) informational public meetings:
 - a. The first meeting will be held to inform the public and will be held with the City Engineer, other selected staff, and interested persons, for the purpose of

EXHIBIT A – SCOPE OF SERVICES

providing information on the design of the proposed parking garage, and garner any feedback from the community.

- b. The second public meeting will be a City Council Work Session and will be held to present the preliminary design to City Council.
- c. A third public meeting may be scheduled as the City deems necessary.

(3) At a minimum, the Design-Builder shall:

- a. provide public involvement services and project coordination;
- b. provide proposed schedule from Project initiation to facility opening;
- c. provide design recommendations for achieving an engaging, balanced design of the parking garage and areas;
- d. work with the City Engineer or other City designated officials to establish an outreach plan to inform the public;
- e. work with community leaders, the City Engineer, and City staff to integrate citizens' feedback into the Project to develop a preliminary design concept;
- f. work with the City Engineer, City staff, and the public, to incorporate into the design any other amenities including landscaping, and other related user experience improvements.
- g. submit process for receiving design approvals;
- h. present the preliminary parking garage design concept at a public meeting;
- i. revise preliminary design concept based on input from the City Engineer, City Manager, City staff, and community stakeholders;
- j. develop preliminary cost estimates for full project development;
- k. provide proposed phasing or implementation plan based on preliminary costs and total construction budget;
- l. review final conceptual design with the City Engineer, and staff, for approval;
- m. present recommended design at City Council Work Session; and
- n. attend at least two (2) meetings through the completion of the conceptual design phase.

(b) **DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS.** Upon the City's receipt and approval of the Conceptual Design, the Design-Builder shall proceed with the development and preparation of the Design and Construction Documents.

- (1) The Design and Construction Documents shall consider a total build out of the parking garage.
- (2) The Design-Builder shall follow, at a minimum, and as appropriate per the Design Criteria Package and the Project Specifications set forth herein.

EXHIBIT A – SCOPE OF SERVICES

(3) The Design-Builder shall be responsible for revising and/or supplementing specifications required to do all work associated with the parking garage construction including, but not limited to, concrete placement and finishing and electrical system improvements.

(4) All text documents will be provided in MS Word format.

(5) Final drawings will be completed in an AutoCAD format acceptable to the Owner. A Professional Engineer or Architect licensed in the State of Florida shall sign all required engineering and architectural drawings.

(6) At a minimum, the Design-Builder shall:

- a. attend a minimum of three (3) meetings with City staff through the completion of the design development and construction document phase;
- b. obtain soil reports or testing as needed for design criteria using the City's approved geotechnical vendors for basic soils information, including soil type and classification;
- c. obtain all existing utility locates as needed for design;
- d. provide architectural and engineering services to develop final design plans, specifications and cost estimates for the entire parking garage;
- e. Provide an estimate of probable costs for amenities recommended for inclusion in the proposed improvement area shall be provided by the Design-Builder;
- f. design and engineer all stormwater improvements;
- g. prepare high quality professional drawings for document review and approvals; and
- h. calculate final estimates of quantities to be used in the parking garage.

(c) **DEVELOPMENT PERMITS.** The Design-Builder shall be responsible for preparing all necessary state and local permit applications and shall be responsible for obtaining all necessary permits, including required fees from such agencies.

- (1) All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity.
- (2) City of Ocala Growth Management Department, Engineering Department, and the Public Works Department are the responsible building permit and inspection agencies.
- (3) Delays due to incomplete permit packages, agency rejection, agency denials, agency processing time, lack of payment, or any permit violations shall be solely the responsibility of the Design-Builder and may not be considered sufficient reason for time extension, in the sole discretion of City.
- (4) Changes to the concept requiring additional permitting activities are the responsibility of the Design-Builder.

EXHIBIT A – SCOPE OF SERVICES

(5) All permit fees, impact fees, and inspection costs are the responsibility of the Design-Builder. All fees must be paid prior to building permit being issued to the Design-Builder. All subcontractors will be required to pay their permit fees at the time permits are issued.

(6) In addition to the foregoing, the Design-Builder shall, at a minimum, perform the following tasks:

- a. provide architectural and engineering calculations and drawings necessary to obtain development permits;
- b. incorporate all changes required by development permit plan review check; and
- c. develop drawings, specifications and materials as required until approved by the review agency for all required development permits.

(d) **CONSTRUCTION SERVICES.** The Design-Builder shall provide comprehensive construction services including all equipment, materials and labor required to construct the parking garage as per the approved plans.

- (1) At a minimum, Design-Builder shall provide architectural, electrical and infrastructure construction services including construction staking, erosion control fencing, security, tree protection, site preparation, on site storm water infiltration or disposal and the construction of a surface allowing for a parking garage that will be a multi-story parking garage with a minimum of 800 parking spaces.
- (2) It is the City's expectation that the parking garage will be a threshold building in accordance with Chapters 455 and 481, Florida Statutes. The Design-Builder shall be responsible for threshold inspection activities.
- (3) Design-Builder shall coordinate site development reviews and inspections as necessary.
- (4) The Design-Builder will be responsible for all material testing required for acceptable accomplishment of the work. Test results that do not meet design specifications will immediately be brought to the attention of the City Engineer. The City's expectation is that all work shall be accomplished in accordance with the approved design and applicable industry standards such as ACI, ASTM, etc.
- (5) Modifications to the final design, made by the contractor during construction, shall be reviewed and approved by the City Engineer before implementation of changes to plans.
- (6) Modifications to the final design recommended and performed by the contractor during construction, shall incur no additional cost or inconvenience to the City of Ocala.

(e) **DIRECT PURCHASE OF MATERIALS FOR TAX SAVINGS.** Items, at a minimum, which Owner may purchase for the Project include concrete, masonry, metals, flooring materials, openings, asphalt, and/or any other large quantity or high-value items. A

EXHIBIT A – SCOPE OF SERVICES

summary of the direct purchase procedure for each item is below which follows Florida Statute § 212.08(6).

- (1) Design-Builder reviews quotes and coordinates with material supplier for W-9 and supplier contact and billing information; and
- (2) Design-Builder provides quotes for the item to the City Project Manager (the quotes must be in the name of the City of Ocala and reference the job name and City contract number); and
- (3) Design-Builder provides a deductive change order to the Owner for materials and sales tax savings; and
- (4) Owner issues a purchase order (PO) directly to material supplier; and
- (5) Owner provides material supplier with a PO and Certificate of Entitlement per Statute; and
- (6) Material supplier delivers materials to the job site under the care of the Design-Builder; and
- (7) Material supplier invoices Owner directly; and
- (8) Owner pays material supplier after receipt of goods is confirmed by Design-Builder.

(f) **CONSTRUCTION ADMINISTRATION REQUIREMENTS.** All Construction Administration Requirements shall be included in the total cost of the work as negotiated by or between the City and the Design-Builder. The City will not be responsible for any General Requirements items that may incur additional costs after establishment of the Guaranteed Maximum Price (GMP).

- (1) Parking for the Design-Builder's sub-contractor personnel will not be allowed on the City owned surface area. The City owns a vacant grass lot south of the selected site across Southwest Fort King Street that may accommodate sufficient parking and lay down yard for the contractor, and sub-contractors' vehicles and materials. It will be the Design-Builder's responsibility to achieve approval from the City for any additional parking or lay down yard requirements, to adequately prepare the selected site for temporary parking and to provide access to and from the designated lot to the proposed garage site.
- (2) Parking and the construction trailers for the Design-Builder's on-site management will be restricted to the inside limits of construction and adjacent site as defined in **Attachment 5 to Exhibit A – Design Criteria Package**, and shall not impact any other area without specific approval of the City Engineer.
- (3) All use of the parking and lay down yard shall be in compliance with security requirements. Design-Builder must provide safety and security to the site, prevent unauthorized access and provide all protection necessary for existing trees and silt control in accordance with all applicable codes and laws as previously noted within this RFP.

EXHIBIT A – SCOPE OF SERVICES

(4) Design-Builder shall provide all construction administration services including disciplines coordination and document checking services with the City Engineer and selected staff.

(5) Design-Builder shall be responsible for protecting and securing all surfacing and improvements during the entire construction process. This protection shall include, but be not limited to the installation of security fencing, cabling or other preventative measures to reduce un-permitted use of the parking garage area prior to the formal opening and City Engineer's acceptance of the facility.

(6) Design-Builder shall attend monthly progress meetings.

(g) **CONSTRUCTION CLOSE-OUT AND DEDICATION EVENT.** Design-Builder shall conduct a project closeout with the City Engineer and provide a written warranty at completion of the contract.

- (1) Design-Builder shall provide education training session for Ocala Community Improvements Administrator staff and community stakeholders regarding maintenance programs and schedules for the completed project.
- (2) Design-Builder shall provide a written two-year full warranty letter on all materials and workmanship.
- (3) Design-Builder shall provide as-built plans in hard copy, certified by a Florida registered professional surveyor, along with an Auto CAD electronic file showing elevations, utilities (above and below ground) and all elements of the constructed parking garage.
- (4) Design-Builder shall prepare and deliver construction closeout manuals upon completion of the Project in accordance with the Deliverables section of this Scope of Work.

3. DELIVERABLES. Deliverables shall be considered those tangible resulting work products which are to be delivered to the City Engineer such as reports, draft documents, data, interim findings, drawings, schematics, training, meetings, presentations, final drawings, reports and construction product. At a minimum, deliverables for this project shall include:

(a) **CONCEPTUAL DESIGN SERVICES.** Design-Builder shall prepare and deliver:

- (1) proposed schedule from project initiation to facility opening;
- (2) design concept in a high quality, professional plan view drawing showing the entire parking garage including two sections or elevations and a three-dimensional drawing, scale model or artist's rendering. The plan view and section drawings shall label all coping locations, feature names, heights and depths;
- (3) a rigid, 24"x36" presentation graphic and digital image scan of the parking garage to be used for Public Display;
- (4) preliminary cost estimate and quantity of materials estimates in a digital file; and
- (5) proposed phasing or implementation plan.

EXHIBIT A – SCOPE OF SERVICES

(b) **DESIGN DEVELOPMENT AND CONSTRUCTION DRAWINGS.** Design-Builder shall prepare and deliver:

- (1) high quality, professional construction drawings, details, specifications and cost estimates for the entire parking garage;
- (2) three (3) 11"x17" review sets at 50 percent (50%), 90 percent (90%) stages of construction document preparation (all prints on the review sets must be of a size so that the detailed notes can be read);
- (3) three (3) 11"x17" sets and one (1) 24x36" set at 100 percent (100%) stage of construction documents;
- (4) one (1) copy of 8-1/2x11, written specifications at 90 percent (90%) and 100 percent (100%) stages;
- (5) an AutoCAD electronic file must be provided at the 100% stage; and
- (6) final estimates of quantities of materials.

(c) **DEVELOPMENT PERMITS.** Design-Builder shall:

- (1) prepare architectural and engineering calculations and drawings in appropriate quantities and sizes, signed and sealed, required to obtain all state and local development permits; and
- (2) obtain and pay for all permits required for the Project.

(d) **CONSTRUCTION.** Design-Builder shall prepare and deliver monthly written progress reports identifying project status, percent complete and scheduled time of completion to the City Engineer.

(e) **CONTRACT CLOSE OUT.** Design-Builder shall prepare and deliver three, 3-ring binder construction closeout manuals upon completion of the project. Each close-out manual shall be index-tabbed and include the following information:

- (1) Design-Builder and subcontractor information;
- (2) Product List including product name, product number, contact information and method of application for all materials used on the project;
- (3) Two (2) year warranty letter;
- (4) Submittal Documents including manufacturer's instructions, field reports and testing certificates;
- (5) Maintenance schedule and recommendations;
- (6) Full-size, signed and sealed, final As-Built Drawings;
- (7) Digital file of AutoCAD As-Built drawings.
- (8) Receipt of the Consent of Surety of the recorded bond for final payment.

4. **PROJECT SPECIFICATIONS.** The design and all associated construction documents shall clearly demonstrate compliance with all applicable state and local codes and regulations.

EXHIBIT A – SCOPE OF SERVICES

The Design-Builder shall follow the most recent editions of the following codes and standard specifications, at a minimum and as appropriate per the Design Criteria Package attached hereto as **EXHIBIT B**:

- (a) City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure, available at:
<https://www.ocalafl.gov/home/showpublisheddocument/24606/63840585143747000>.
- (b) Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, available at:
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2024-25/fy2024-25ebookfinalcomp-revised1-24-24.pdf?sfvrsn=15b17f9c_1.
- (c) U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, available at:
<https://mutcd.fhwa.dot.gov/>.
- (d) The Florida Building Code, available at: https://floridabuilding.org/bc/bc_default.aspx.
- (e) American Institute of Steel Construction (AISC) Steel Construction Manual, available at: <https://www.aisc.org/publications/steel-construction-manual-resources/>.
- (f) National Fire Protection Association (NFPA) - NFPA 70, National Electric Code (NEC)
- (g) American Concrete Institute (ACI) Reinforced Concrete Design Manual, ACI 318

5. VERIFICATION OF EXISTING CONDITIONS. By executing any contract awarded pursuant to this Solicitation, the Design-Builder specifically acknowledges and agrees that the Design-Builder is being compensated for performing adequate investigations of existing site conditions, including subsurface investigations, sufficient to support the design developed by the Design-Builder and that any information being provided is merely to assist the Design-Builder in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

6. PUBLIC CONSTRUCTION BOND

- (a) As security for the faithful performance and payment of all bills and obligations arising from the performance of the Design-Builder under the Contract, the successful design build firm shall be required to furnish a certified and recorded Public Construction Bond in an amount equal to **One Hundred Percent (100%)** of the total project value for single projects or of the amount representing the average total value under construction at any given time for continuing construction contracts with multiple phases or projects, in accordance with section 255.05, Florida Statutes.
- (b) Performance Bonds, and Labor and Materials Payment Bonds must be issued by a surety company meeting the requirements set forth in section 287.0935, Florida Statutes.

EXHIBIT A – SCOPE OF SERVICES

7. MAINTENANCE AND GUARANTEE BOND

- (a) The Design-Builder shall be required to furnish a Maintenance and Guarantee Bond in the amount of **One Hundred Percent (100%)** of the total project value prior to final payment covering all labor and materials provided under the resulting contract for a period of **Three (3) Years** from the date of final completion. Prior to the City's receipt of a fully executed Maintenance and Guarantee Bond, Design-Builder shall warrant all work completed during the term of the contract.
- (b) Public Construction Bonds and Maintenance and Guarantee Bonds must be issued by a surety company meeting the requirements set forth in section 287.0935, Florida Statutes.

8. SERVICE AND WARRANTY

- (a) Unless otherwise specified, the awarded vendor shall define all warranty service and replacements that will be provided during and subsequent to the award of the solicitation. Design-Builder must provide complete written manufacturers' warranties to the City of Ocala Project Manager before final payment will be authorized.
 - (1) **Warranty on Labor: TWO (2) YEARS.**
 - (2) **Warranty on Materials: TWO (2) YEARS.**

EXHIBIT A – DESIGN CRITERIA

PARKING GARAGE #2
DESIGN-BUILD
DESIGN CRITERIA



Sean Lanier, PE, CFM
City Engineer

EXHIBIT B – DESIGN CRITERIA

DESIGN CRITERIA

1. General Design Requirements

- a. All Design Requirements shall be included in the total cost of the work as negotiated by or between the City and the D-B Team. The City will not be responsible for any Design Requirements items that may incur additional costs after establishment of the Guaranteed Maximum Price (GMP).
- b. Provide architectural, electrical and infrastructure design and build services for a parking garage that will be a multi-story parking garage with a minimum of 800 parking spaces.
- c. The parking garage shall have two staircases and two elevators to access the upper floors.
- d. The parking garage will provide space for four 8-yard garbage dumpsters with screened enclosure and access to the dumpsters from the street for garbage collection trucks to empty the dumpsters.
- e. The D-B Team shall evaluate all options for the structural framing system of the parking garage including, but not limited to, precast concrete, cast-in-place concrete, post-tensioned concrete, or steel framing and shall determine the most suitable and cost-effective system for this Project.
- f. The D-B Team shall evaluate all options for foundation work to include strip foundations and cast or driven piles. Driven piles during work hours may not be possible due to the proximity of occupied City buildings, however, it may be considered as an option depending on the duration and scheduling of the work.
- g. All of exterior facing concrete shall be finished to create a faux finish, or blend with the, and be complementary to the architectural design of the Historic Downtown Square and surrounding areas. Form Based Code shall be adhered to for architectural design.
- h. The parking garage shall meet all local, State and Federal codes, regulations, permitting requirements and guidelines for a facility of this type including total ADA compliance and including but not limited to the following codes and standards.
 - a. City of Ocala Code of Ordinances
 - b. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure
 - c. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction
 - d. FHWA MUTCD
 - e. Florida Building Code
 - f. AISC Steel Construction Manual,
 - g. NFPA 70, National Electric Code (NEC)
 - h. ACI Reinforced Concrete Design Manual, ACI 318
 - i. CFR Title 14 Part 77
 - j. FS Chapter 333
- i. Traffic Circulation Pattern(s): Vehicular entrance and egress access shall be available to include same from East Ft. King Street or Southwest 2nd Avenue and be optimized for existing topography and traffic patterns. Design team will provide a minimum of one vehicular entrance/exit to the parking garage from one of these streets that will be most advantageous to vehicular garage access, while minimizing the impact to the vehicular

EXHIBIT B – DESIGN CRITERIA

traffic flow and traffic patterns for the surrounding neighborhood. Pedestrian entrances to the garage will be provided at all four corners of the garage.

- j. Stall Angle – optimize spaces in accordance with existing city of Ocala Code of Ordinances.
- k. Aisle Width – optimize spaces in accordance with existing city of Ocala Code of Ordinances.
- l. Headroom Clearances – All interior floor heights shall have a minimum of 7 1/2 feet vertical clearance.
- m. HC van Access Clearance: Per code.
- n. Number of Levels: First floor: Slab On-Grade. All elevated Levels, number to be determined to meet 800-vehicle minimum. Top Level: open air parking.
- o. Ramp Slopes – Parking allowed in all options.
- p. Codes, Permits, Inspections and Material Testing: *(as stated above and explained herein)*
 - 1. Building Code: Prevailing State of Florida Building and NFPA Fire Codes.
 - 2. The D-B Team shall prepare all applications, data, and drawings required by permit agencies to include but not limited to SJRWMD, FDEP, NPDES, FAA etc. and shall be responsible for obtaining all necessary permits, including required fees from such agencies.
 - 3. All permit fees and inspection costs are the responsibility of the D-B Team.
 - 4. City of Ocala Building Department and the Engineering Department are the responsible building permit and inspection agency.
 - 5. It is the City's expectation that the parking garage will be a threshold building in accordance with Chapters 455 and 481, Florida Statutes. The D-B Team shall be responsible for threshold inspection activities.
 - 6. The D-B Team will be responsible for all material testing required for acceptable accomplishment of the work. Test results that do not meet design specifications will immediately be brought to the attention of the City Engineer. The City's expectation is that all work shall be accomplished in accordance with the approved design and applicable industry standards such as ACI, ASTM, etc., and
- q. Coordinate site development reviews and inspections as necessary.

2. Specific Design Criteria

a. Existing Conditions

- 1. The D-B Team shall be responsible for all additional subsurface investigations required to perform the design function.
- 2. Prior to commencement of any site work, the D-B Team shall provide all required erosion and sediment control measures to implement the Best Management Practices (BMP's) for control of erosion and sediment as detailed in "The Florida Stormwater Erosion and Sedimentation Control Manual".
- 3. The City will provide location maps of all known underground utilities. These maps may not be 100% reliable. It is the D-B Team's responsibility to confirm the location of all underground utilities prior to the start of design.

EXHIBIT B – DESIGN CRITERIA

4. The D-B Team is responsible for all underground construction to include new and relocated utility lines. All known underground utilities shall be relocated prior to excavation, if in conflict as determined by City.
5. The D-B Team shall provide documentation to the City those inspections by all pertinent parties owning underground lines were performed prior to the start of excavation and may use the services of Sunshine 811 locate to insure this requirement is met.

b. Earthwork

1. The parking garage site shall be demolished, cleared, filled and graded to sub-grade elevation as specified. This includes demolition and removal of all required slabs, footers, asphalt paving, curbs, trees and shrubs and disposal of all debris at a regulated landfill. It also includes relocation of existing utility and communication lines as required.
2. The enclosed, fenced site footprint must not be violated by the D-B team without permission from the City.
3. Upon reaching final grade and just prior to the first concrete pour, foundations and under slab areas will be treated for termites.

c. Existing Underground Stormwater System

1. All offsite stormwater flowage to the existing underground stormwater conveyance system, that crosses the project site, has been diverted and re-routed into a new system in the adjacent street ROW. The onsite system will be abandoned in place, demolished and removed as appropriate to construct a proper foundation for the new parking garage.
2. The foundations for the parking garage will be designed to accommodate any sections of the underground stormwater conveyance system abandoned in place and minimize the impacts from said system on the parking garage.
3. A new underground stormwater conveyance system shall be designed and constructed to drain stormwater from the site to the underground stormwater conveyance system in the adjacent streets.

d. Exterior Improvements

1. Provide sidewalks and cross walks in accordance with the D-B Team's approved site plans. Enhanced sidewalks matching the downtown theming is required along with enhanced crosswalks that are clearly delineated and uses alternate materials to accentuate the crosswalks.
2. Provide landscape/streetscape design adhering to Form Based Code requirements and consistent with City theming in downtown. All tree wells shall be sized appropriately and provide the ability to up light and irrigate trees. Coordinate with City departments regarding event power and additional conduits.
3. Provide at least four (4) hose bibs along each façade to ensure maintenance of the facility and landscaping as needed.
4. Entry ways into the parking garage both pedestrian and vehicular shall have exterior illumination to clearly indicate entry ways and provide a safer environment.

e. Masonry

EXHIBIT B – DESIGN CRITERIA

1. Utility and Elevator Rooms shall be of concrete block masonry. Joints on the exterior sides of these rooms shall be tooled both vertically and horizontally as concave joints.
2. Masonry walls shall be grout filled to a height of 36" above the parking deck for impact resistance.

f. Metals

1. Provide and install any and all miscellaneous metal items including, but not limited to, all loose metals, lintels, bollards, pipe guards, miscellaneous angles and plates and other miscellaneous fasteners, anchors and inserts.
2. ADA compliant galvanized steel tube railings and handrails shall be utilized.

g. Thermal and Moisture Protection

1. Caulk and seal joints with the appropriate backer material and caulk to provide a positive barrier against passage of moisture. Caulk color shall match the concrete color, both inside and outside if different, as closely as possible.

h. Openings

1. Provide 18-gauge hollow metal doors and hollow metal frames, fire rated as required by code, complete with panic hardware and vision glazing at all stairwell and machine room doors. Frames shall be grout filled and secured to the surrounding structure for maximum durability.
2. At the top deck, provide a rain protected lobby incorporated into the structure. A storefront enclosed lobby would not be a desirable feature.
3. All hardware shall be US32D – Dull Stainless, commercial heavy duty and lock sets shall be Schlage with interchangeable cores.

i. Interior Finishes

1. Flooring in all areas shall be concrete, broom finished as appropriate to a garage.
2. All non-galvanized miscellaneous metal shall be primed with an appropriate primer and painted with a standard color finish coat to match the color scheme of the garage.
3. All fire lines will be painted red or the color required by local code.
4. All field applied paint will be single coat epoxy or urethane with a minimum of 3 mils dry film thickness. Provide (2) coats of primer / sealer to all concrete and exposed masonry.
5. Layout and stripe all parking stalls, provide handicap signs, stripe all islands and install concrete wheel stops for all stalls.
6. All Conduits, signage, water lines, etc. shall be installed in a manner that allows for a minimum 7 and ½ feet vertical clearance.

j. Signage

1. Include Wayfinding signage both inside and outside the facility to direct traffic to facility entrance and exit in accordance with, and complementary to, the city's current Wayfinding signage utilized throughout the downtown area.

k. Parking Control Equipment

EXHIBIT B – DESIGN CRITERIA

1. Provision shall be made for the installation of parking control equipment sometime in the future. All conduits, equipment chases, electrical connections and ducting necessary for this purpose shall be included in the GMP.
2. Provision shall be made for the future installation of Payment kiosks on each floor of the garage in the area of the elevators and stairwells. All conduits, equipment chases, electrical connections and ducting necessary for this purpose shall be included in the GMP.
3. Provision shall be made for the installation of smart parking solutions sometime in the future. All conduits, equipment chases, electrical connections and ducting necessary for this purpose shall be included in the GMP.

i. Elevators

1. The elevator system shall be designed and installed per code. A minimum of two elevators shall be provided. Elevators shall be located so as not to be subject to flooding.
2. Elevator cabs shall be constructed of vandal resistant material.
3. Elevators shall be 3,500 lb. capacity.
4. All elevator design, permitting and inspection fees shall be included in the GMP.
5. Elevator cost in the GMP shall include a one-year maintenance and service agreement during the warranty period.
6. Provision shall be made for the installation of interior cab surveillance camera equipment sometime in the future. All conduits, equipment chases, electrical connections and ducting necessary for this purpose shall be included in the GMP.

m. Fire Suppression

1. The parking garage shall incorporate a complete fire suppression system meeting code requirements for this type of facility. The City's preference would be a non-sprinkled system consisting of a dry standpipe system with an FDC on each floor.
2. Provide Fire Department Connections (FDC's) outside the garage as required by code.
3. Provide wall mounted fire extinguishers in secure cabinets.
4. All design, permitting and inspection fees for the fire suppression system shall be included in the GMP.

n. Plumbing

1. The parking garage shall incorporate an internal potable water system/plumbing necessary to provide interior hose bibs on every level for cleaning.
2. Provide at a minimum four (4) internal hose bibs on every level of the garage to provide the ease of periodic cleaning/pressure washing.
3. Provide an interior drainage system sufficient to drain stormwater/rainwater from each floor to the City's stormwater conveyance system in the street Right of Way.
4. All design, permitting and inspection fees for the potable water system and stormwater drainage system shall be included in the GMP.

o. HVAC

1. The facility shall be designed to meet natural ventilation requirements in accordance with the applicable code.

EXHIBIT B – DESIGN CRITERIA

2. If necessary, utility and elevator rooms may be cooled by independent split systems with exterior compressors.

p. Electrical

1. Provide a complete electrical system for the garage, including the purchase and installation of a sufficiently sized transformer to provide all of the electrical needs.
2. Provide a complete electrical system to include all transformers, panels, conductors, conduits, wiring devices, surge suppression, transformer and power per code.
3. The parking garage shall incorporate lightning protection and grounding systems.
4. All fixtures in the parking garage shall be LED's controlled by day light sensors.
5. Sufficient weatherproofed and secured holiday outlets shall be provided on the top floor to allow for appropriate holiday decoration installation at the parking garage.
6. Exterior lighting shall be consistent with downtown lighting. Coordination with the FAA may be required due to the anticipated height of the structure. Provide lighting options, should additional height from the proposed light poles not be permitted by FAA.
7. Eight (8) level-2 electric vehicle charging stations on the first floor of the garage shall be included as part of the GMP. Providing eight (8) rapid charging electric vehicle charging stations in lieu of the level-2 stations shall be an add alternate to the GMP.

q. Communications

1. Provide a communications room/closet for general switch gear and rack space for fiber connectivity of the facility.
2. Provide Ring Down Emergency Telephones.

r. Electronic Management Cameras

1. All necessary stub-outs shall be made available to allow management, security and surveillance systems. The D-B Team will provide properly sized conduit only, equipment and wiring will be provided by the City.
2. The parking garage shall incorporate complete stand-alone fire detection and alarm systems meeting code requirements for this type of facility.

3. Additional Considerations/Alternatives for the Design-Build Team**a. Finishes**

1. Thermoplastic striping will be considered as an alternative.
2. Appropriate metal screens for the ventilation openings or to provide security will be considered as an alternative.

b. Parking Control Equipment

1. Parking control equipment shall be recommended by the D-B Team for selection by the City. All conduits, wiring, and other equipment needed to make a complete and operable system shall be included in the GMP.
2. Entrance controllers shall be capable of issuing timed parking entrance passes or operating by proximity card reader.

EXHIBIT B – DESIGN CRITERIA

3. Payment kiosks shall be on each floor of the garage in the area of the elevators and stairwells. Payment kiosks shall be capable of accepting cash, credit/debit cards, tap payments, and integrate with all current City parking payment apps. Payment kiosks shall be networked to allow for real time accounting.
4. Exit controllers shall be capable of operating by payment or by proximity card reader.
5. Payment kiosks shall integrate with all current parking technologies.
6. The D-B Team would only be responsible for the required conduit to make this connection. Cabling and network connections will be by the City.

c. Other Equipment

1. Elevators may be of the type not requiring a machine room.
2. Elevators may have variable speed control.
3. Stub up connections where possible to the existing water, wastewater and HVAC lines to allow future connections.

d. Interior Improvements

1. As an alternative provide a guard house/office with publicly accessible bathrooms adjacent to the office.

e. Exterior Improvements

1. Include brick paver sidewalks with planters to match the existing crosswalks and City Hall/Citizens Circle areas, as well as being complementary to the Historic Downtown Square, in accordance with the approved D-B Team site plans. This shall be included in the GMP.

4. Parking Garage - Project information

The City shall designate a City Representative who shall be fully acquainted with the Project. The City Representative shall render decisions promptly, if within the representative's authority, and furnish requested information expeditiously.

Additionally, the following information shall be made available to the D-B Team:

Attachment #01 – Parking Garage Site Geotechnical Report

Attachment #02 – Proposed Parking Garage #2 Site Utilities

Attachment #03 – Proposed Parking Garage #2 Site Survey

Attachment #04 – Proposed Parking Garage #2 Conceptual Floor Plan

Attachment #05 – Proposed Parking Garage #2 Site & Laydown Area Location

Survey and Location Information

The property that has been assembled together to comprise the site that will accommodate the proposed parking garage that is the subject of this Request for Proposal is more particularly identified and described as follows:

Parcel 2853-026-001:

EXHIBIT B – DESIGN CRITERIA

South 36 feet of East 112 feet of Lot 1, Block 26, Old Survey of Ocala, according to the plat thereof recorded in Plat Book E, page(s) 1 and 2, of the public records of Marion County, Florida;

And

Parcel 2853-026-002:

Lot 2, Block 26, Old Survey of Ocala, according to the plat thereof, recorded in Plat Book E, page 2, Marion County, Florida, EXCEPT commencing at the Northeast corner of said Lot 2, thence South 76 feet, thence West 2 feet, thence North 76 feet, thence East 2 feet to the Point of Beginning;

And

Parcel 2853-026-003:

Lots 3 and 4 of Block 26, Old Survey of Ocala, according to the plat thereof recorded in Plat Book E, page(s) 1 and 2, of the public records of Marion County, Florida;

And

Parcel 2853-026-004:

Commencing at the Northeast corner of Lot 1, Block 26 (and being the Northeast corner of said block) of the Old Survey of Ocala, according to the plat thereof recorded in Plat Book E, page(s) 1 and 2, of the public records of Marion County, Florida, and running West 114 feet, thence South 76 feet thence East 114 feet, thence North 76 feet to the Point of Beginning, being the North 76 feet of Lot 1, and 2 feet East and West by 76 feet North and South in the Northeast corner of Lot 2 of said block.

And

The portion of Lot 1, Block 26, Old Survey of Ocala, according to the plat thereof as recorded in Plat Book E, at page 1, of the public records of Marion County, Florida, bounded as follows:

On the North: By the South line of the North 76 feet thereof as more particularly described in the Warranty Deed recorded in Official Records Book 988, at page 1270, of said public records;

On the East: By the East line thereof;

On the South: By the North line of the South 36 feet thereof as more particularly described in the Warranty Deeds recorded in Official Records Book 599, at pages 418 through 423, inclusive, of said public records;

EXHIBIT B – DESIGN CRITERIA

On the West: By the West line thereof.

A Boundary Survey of the subject property (in addition to other lands) was recently prepared by the Survey Division of the City of Ocala Engineering Department pursuant to Work Order 22-005782, File No. 22-005782.01, dated June 30, 2022.

EXHIBIT B - Attachment #1



ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

October 24, 2023
 Project No. 23-3006.205.1

Paul Constable
 City of Ocala Engineering Department
 1805 NE 30th Avenue, Building 300
 Ocala, Florida 34470

Reference: Proposed Parking Garage, Parcel No. 2853-026-001, 2853-026-002
 2853-026-003 and 2853-026-004, SW Broadway Street, Ocala, Florida
Geotechnical Site Evaluation

Dear Mr. Constable:

Geo-Technologies, Inc. (Geo-Tech) completed a geotechnical site evaluation of the project site as requested by you. Services were conducted in accordance with Proposal No. 13132 dated January 19, 2023 and Proposal No. 13592 dated June 8, 2023.

Our findings, evaluations and recommendations are presented in the following report. Generally accepted soils and foundation engineering practices were employed in the preparation of this report.

Loading conditions and the finish floor elevation of the proposed parking garage had not been established at the time of this report., **Geo-Tech recommends a reevaluation of the recommendations in this report after loading conditions and finished floor elevations have been determined.** Design of parking garage foundation system was not included in Geo-Tech's scope of services for this project.

Geo-Tech appreciates the opportunity to provide our services for this project. Should you have any questions regarding the contents of this report or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

Gerald W. Green, Jr.
 Soil & Water Scientist

GWG/CAH



EXHIBIT B - Attachment #1

Proposed Parking Garage, Parcel No. 2853-026-001, 2853-026-002
2853-026-003 and 2853-026-004, SW Broadway Street, Ocala, Florida

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Purposes

Purposes of this evaluation were to characterize subsurface soils conditions in the proposed parking garage building areas and to provide geotechnical engineering site preparation recommendations to guide design and construction of the parking garage foundation system.

Site Description

The site is located at Parcel No. 2853-026-001, 2853-026-002, 2853-026-003 and 2853-026-004 on the south side of SW Broadway Street in Ocala, Florida. The site consisted of two (2) existing buildings with associated parking areas at the time of drilling.

Exploration Program

Field exploration services for this geotechnical site evaluation consisted of the following:

- A Ground Penetrating Radar (GPR) survey in accessible areas of the proposed parking garage building area. Our GPR survey was performed on July 26, 2023.
- Twenty (20) Standard Penetration Test (SPT) borings (B-1, B-3 thru B-15 and B-17 thru B-22) to depths ranging from approximately forty (40) to sixty-five (65) feet below existing site grade in the proposed parking garage building area (ASTM D-1586). SPT borings were performed on September 1, 5 and 6, 2023.
- Two (2) auger borings (B-2 and B-16) to depths of approximately one (1) foot below existing site grade in the proposed parking garage building area (ASTM D-4700). SPT borings were performed on September 5, 2023.

Boring locations were determined in the field based on accessibility and the site plan provided by you dated January 1, 2022.

Sampling & Testing Descriptions**Auger Sampling**

Auger borings were performed using the methodology outlined in ASTM D-4700. Auger boring sampling method consists of rotating an auger to advance the barrel into the ground. The operator may have to apply downward pressure to keep the auger advancing. When the barrel is filled, the unit is withdrawn from the cavity and a sample may be collected from the barrel.

Samples recovered during performance of our auger borings were visually classified in the field and representative portions of the samples were placed in containers and transported to our laboratory for further analysis.

GPR

GPR is an electromagnetic geophysical method that detects interfaces between subsurface materials with differing dielectric constants. The GPR system consists of an antenna which houses the transmitter and receiver; a profiling recorder which processes the received signal and produces a graphic display of the data; and a video display unit which processes and transmits

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the output signal to a color video display unit that records the data in a file base in a portable computer.

The transmitter radiates repetitive short-duration electromagnetic waves into the earth from an antenna moving across the ground surface. These radar waves are reflected back to the receiver by interfaces between materials with different dielectric constants. Travel times of the signal are used to estimate the depth of signal penetration. Intensity of the reflected signal is a function of the contrast in the dielectric constant between the materials, the conductivity of the material through which the wave is traveling, and the frequency of the signal. Subsurface features which commonly cause such reflections are: 1) natural geology such as changes in sediment composition, bedding and cementation horizons, voids, and water content; or 2) unnatural changes to the subsurface such as disturbed soils, soil backfill, buried debris, tanks, pipelines and utilities. Moisture contents of underlying soils will limit the depth of the transmitted signal. The profiling recorder processes the signal from the receiver and produces a continuous cross-section of the subsurface interface reflections, referred to as reflectors.

GPR data output from the recorder is transferred color printed charts, which present the data as a continuous profile. A GPR survey is conducted along transects which are measured paths along which the GPR antenna is moved. Calibrated survey wheel measurements are used to determine the position of the antenna during the field survey.

Normal geologic conditions in the subsurface, as viewed on a GPR profile, are frequently characterized by the occurrence of relatively continuous and horizontal GPR reflectors, representing soil horizons. Anomalous subsurface features, such as sinkholes, exhibit GPR reflectors, which, in the area of the sinkhole, dip down toward the center of the sinkhole. In the center of the sinkhole, the GPR reflectors associated with the suspected soil horizons either dip sharply downward or are discontinuous. Subsurface features such as water or air-filled voids are typically characterized by: 1) a relatively high-amplitude reflection of the GPR signals, and 2) a hyperbolic shape of the GPR signals. Fractures are typically characterized by an abrupt increase in the depth of penetration of the GPR signal and the occurrence of relatively high-angle reflectors near the boundaries of the suspected fracture.

Depth of investigation of the GPR signal is highly site-specific and is limited by signal attenuation (absorption) in the subsurface materials. Signal attenuation is dependent upon the electrical conductivity and moisture content of the subsurface materials. Signal attenuation is greatest in materials with relatively high electrical conductivities such as clays and brackish groundwater, and lowest in relatively low-conductivity materials such as dry sand or rock. Depth of investigation is also dependent on the antenna's transmitting frequency. Depth of investigation generally increases as transmitting frequency decreases; however, the ability to resolve smaller subsurface features is diminished as frequency is decreased.

GPR antennas used on the project are internally shielded from above ground interference sources. Accordingly, the GPR response is affected on minimally by overhead power lines, metallic buildings, or nearby objects.

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Gradation (-200) Testing

A specimen of soil is washed over a seventy-five (75) μm (No. 200) sieve. Clay and other particles that are dispersed by the wash water, as well as water-soluble materials, are removed from the soil during the test. The loss in mass resulting from the wash treatment is calculated as mass percent of the original sample and is reported as the percentage of material finer than a seventy-five (75) μm (No. 200) sieve by washing.

Loss on Ignition Testing

Representative soil samples were returned to our laboratory for organic content testing. The "Loss on Ignition" method for the determination of organic content is most applicable to those materials identified as peat, organic muck and soils containing relatively undecayed or undecomposed vegetative matter or fresh plant materials such wood, roots, grass, or carbonaceous materials. This method determines the quantitative oxidation of organic matter in these materials and gives a valid estimate of organic content (reference Florida Method FM 1-T267).

Standard Penetration Testing

A Standard Penetration Test (SPT) boring (ASTM D-1586) is defined as a standard split-barrel sampler driven into the soil by a one hundred and forty (140) pound hammer falling thirty (30) inches. The number of blows required to drive the sampler one (1) foot, after seating six (6) inches, is designated resistance, or "N"-Value is an index to soil strength and consistency.

Samples recovered during performance of our SPT borings were visually classified in the field and representative portions of the samples were placed in containers and transported to our laboratory for further analysis.

Findings**GPR Survey**

The GPR survey was performed utilizing a shielded one hundred sixty (160) MHz antenna and the GX HDR monitor manufactured by Mala Geoscience of Mala, Vasterbotten Municipality, Sweden.

Data from the GPR survey was transferred from the GX HDR monitor to a desktop computer where processing was performed utilizing MALA Object Mapper Version 2.0.1804.102 software produced by Mala Geoscience of Mala, Vasterbotten Municipality, Sweden.

Preliminary GPR transects were performed on random areas of the project site to calibrate the GPR equipment and to characterize overall site conditions. Preliminary GPR survey data indicated that a shielded one hundred sixty (160) MHz antenna provided optimum penetration and resolution of the GPR data to identify potential subsurface karst features at the project site.

GPR transects were constructed by Geo-Tech throughout accessible areas of the proposed parking garage building areas. We refer the reader to the GPR Survey and Boring Location Map presented in Appendix I.

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The GPR investigation was performed by towing the antenna along each transect line. The location of the antenna along a transect line is electronically marked on the GPR data to allow correlation of the data to actual ground locations.

Our GPR survey data indicated a maximum signal penetration depth of approximately thirty-eight (38) feet below existing site grade. The depth of investigation was based upon two-way travel times of the GPR signal traveling through unsaturated and saturated soils underlying the site. The depth was limited by attenuation of the GPR signal due to existing soil conditions at the site. Subsurface features located below the maximum depth of penetration would not have been detected by the GPR.

Review of the GPR survey data presented indications of downwarping, discontinuous strata and/or localized areas of deeper signal penetration in ten (10) locations throughout the site. SPT borings B-4, B-13, B-14, B-15, B-16 and B-18 thru B-21 were later performed in these areas.

SPT Borings

General subsurface conditions found in borings are graphically presented on the soil profiles in Appendix I. Horizontal lines designating the interface between differing materials found represent approximate boundaries. Transition between soil layers is typically gradual.

Soils found in borings B-1, B-3, B-4, B-7, B-8, B-11 and B-15 generally consisted of a surficial layer of loose fine sand ranging from approximately four (4) to eight (8) feet thick underlain by loose to dense clayey sand, medium stiff to very stiff slightly sandy clay and limestone to the depths drilled.

Soils found in borings B-2 and B-16 generally consisted of a surficial layer of fine sand to the depths drilled.

Soils found in borings B-5 and B-12 generally consisted of a surficial layer of fine sand ranging from approximately four (4) to six (6) feet thick underlain by very loose to dense clayey sand and very soft to very stiff slightly sandy clay to the depths drilled.

Soils found in boring B-6 generally consisted of a surficial layer of limerock approximately four (4) feet thick underlain by loose to medium dense clayey sand, stiff to very stiff slightly sandy clay and limestone to the depth drilled.

Soils found in borings B-9, B-18 and B-20 generally consisted of a surficial layer of clayey sand approximately two (2) feet thick underlain by fine sand, loose to medium dense clayey sand, soft to very stiff slightly sandy clay and limestone to the depths drilled.

Soils found in borings B-10 and B-17 generally consisted of a surficial layer of loose fine sand ranging from approximately eight (8) to thirteen and one-half (13 ½) feet thick underlain by loose to medium dense clayey sand and limestone to the depths drilled.

Soils found in boring B-13 generally consisted of a surficial layer of fine sand approximately two (2) feet thick underlain by slightly clayey sand, loose to medium dense clayey sand, very stiff slightly sandy clay and limestone to the depth drilled.

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Soils found in boring B-14 generally consisted of a surficial layer of fine sand approximately six (6) feet thick underlain by loose to medium dense clayey sand, medium dense fine sand, soft to medium stiff slightly sandy clay and limestone to the depth drilled.

Soils found in boring B-19 generally consisted of a surficial layer of very loose clayey sand approximately eight (8) feet thick underlain by medium stiff to very stiff slightly sandy clay and limestone to the depth drilled.

Soils found in boring B-21 generally consisted of a surficial layer of clayey sand approximately two (2) feet thick underlain by fine sand, organic sand, loose to medium dense clayey sand, soft to very stiff slightly sandy clay and limestone to the depth drilled.

The pavement section found in boring B-22 consisted of approximately one and one-quarter (1 ¼) inches of asphalt and approximately seven (7) inches of limerock. Soils found beneath the pavement section generally consisted of loose fine sand, loose to medium dense clayey sand, medium stiff to stiff slightly sandy clay and limestone to the depth drilled.

Groundwater was not found within ten (10) feet below existing site grade in our SPT borings at the time of drilling.

Auger Borings

General subsurface conditions found in borings are graphically presented on the soil profiles in Appendix I. Horizontal lines designating the interface between differing materials found represent approximate boundaries. Transition between soil layers is typically gradual.

Soils found in borings B-2 and B-16 generally consisted of a surficial layer of fine sand to the depths drilled. Borings B-2 and B-16 were terminated at approximately one (1) foot below existing site grade due to underground utilities.

Groundwater was not found in borings B-3 and B-16 within the depths drilled.

Laboratory Testing Results**Gradation (-200)**

Slightly clayey sand, clayey sand and organic sand soils found in our borings yielded passing fines ranging from eleven (11) to thirty-four (34) percent on the samples tested. We refer the reader to the attached soil profiles for the various soils found.

Loss On Ignition

Organic sand soils found in boring B-21 appeared to be slightly organic. Organic content of the sample tested was seventeen (17) percent. The test result is noted on the B-21 soil profile at the appropriate depth.

Evaluations

Surficial fine sand, clayey sand and shallow slightly clayey sand soils found in our borings appear to be suitable material for conventional foundation systems.

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However, decreasing N-values were observed in our soil borings. The low N-values of the in-situ soils may cause excessive settlements for the structures placed above them. **Geo-Tech recommends a reevaluation of the recommendations in this report after loading conditions and finished floor elevations have been determined.**

Shallow clayey sand soils found in our borings typically exhibit moderate shrink/swell behavior with moisture content changes. Generally, these clay soils will swell upon wetting and shrink upon drying thus causing movement of structures placed on them.

In addition, organic sand soils found in borings B-21 are unsuitable for conventional foundation systems. Organic sand will typically decompose over time causing movement of structures placed above them.

Groundwater may become perched above clayey soils after periods of prolonged rainfall and may influence near surface construction.

Recommendations

Geo-Tech recommends utilizing a monolithic thickened edge slab or perimeter footing foundation system with the **bottom of the foundation and floor slabs** at least two (2) feet above the underlying unsuitable clayey soils. We refer the reader to the Recommended Separation detail presented in Appendix II.

Suitable options to attain the aforementioned separation are as follows:

Option 1: Excavate the clayey soils to create the minimum buffer between the foundation and floor slabs and the top of the clayey soils. If excavating for the foundation system to provide the recommended separation, excavation should extend a minimum of two (2) feet beyond each side of the footing. Care should be taken to ensure the foundation system bears in the backfilled area(s).

The depth of excavation should be controlled so that a “bathtub effect” that will trap water is not created. The bottom of the undercut should be graded to drain to a positive gravity outfall. If it is not feasible to have a positive gravity outfall, an underdrain should be placed in the bottom of the excavation to drain stormwater that may accumulate in the excavation.

Structural fill should be placed in accordance with the Structural Fill Material and Compaction of Fill Soils sections of this report.

We wish to emphasize that the excavation and replacement of the underlying clay soils from beneath the building is not a guarantee that the deeper clays will not cause foundation movements. However, the risk is reduced significantly.

Option 2: Raise the existing site grade to provide the recommended separation. However, prior to importing and placing fill soils to raise the existing site grade the building area should be proof-rolled to increase the density of the near surface soils. Proof-rolling should occur after stripping and grubbing.

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Structural fill should be placed in accordance with the Structural Fill Material and Compaction of Fill Soils sections of this report.

Option 3: Combine Options 1 and 2 in order to attain the desired finish floor elevation.

Geo-Tech also recommends removing the surficial limestone found in boring B-6 as well as the shallow organic sand soils found in boring B-21 and backfilling the excavations in accordance with the Structural Fill Soils and Compaction of Fill Soils sections of this report.

General Building Site Preparation Recommendations

Stripping and Grubbing

The “footprint” of the proposed parking garage, plus an additional horizontal margin of ten (10) feet, should be stripped of the existing vegetation, stumps, surface debris, or other deleterious materials as found. Expect clearing and grubbing to depths of about eight (8) to twelve (12) inches. Deeper clearing and grubbing depths may be encountered in heavily vegetated areas where major root systems are found. Actual depth(s) of stripping and grubbing must be determined by visual observation and judgment during the earthwork operation.

Proof-Rolling

Proof-rolling of the cleared surface is recommended to: 1) verify unsuitable soils [soils with greater than twenty-five (25) percent passing a No. 200 sieve] in the base of excavations/cleared surfaces are firm and unyielding; 2) increase the density of the upper two (2) feet of the in-situ sand soils [soils with less than twenty-five (25) percent passing a No. 200 sieve] to at least ninety-five (95) percent of the maximum density as determined by the modified proctor test method (ASTM D- 1557) maximum dry density value; and 3) prepare the existing surface for the addition of fill soils (if required). Proof-rolling of the building area should consist of at least ten (10) passes of a self-propelled static compactor. Each pass of the compactor should overlap the preceding pass by thirty (30) percent to insure complete coverage. If deemed necessary, in areas that continue to “yield,” remove all deleterious material and replace with a clean, compacted sand backfill. Proof-rolling should occur after cutting and before filling. Vibratory compaction equipment should not be used within one-hundred (100) feet of neighboring structures.

Structural Fill Material

Structural fill material should be free of organic material such as roots and/or vegetation. Geo-Tech recommends using sand fill with between three (3) to twelve (12) percent by dry weight of material passing the U.S. Standard No. 200 sieve size. All structural fill should be pre-qualified prior to importing and placing.

Upper fine sands found on site should meet these requirements and can be used if kept separate from the clayey soils during the earthwork phase of construction. Clayey soils are typically not used for structural fill due to inherent nature to retain moisture and the natural weight of the material makes compaction requirements difficult to achieve. However, the clayey soils can be utilized for other non-structural grading as desired.

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Project No. 23-3006.205.1

Compaction of Fill Soils

Structural fill should be placed in level lifts not thicker than twelve (12) inches (uncompacted). Lift thicknesses should be reduced to six (6) inches if hand-held compaction equipment is used. Each lift in the proposed building area should be compacted to at least ninety-eight (98) percent of the maximum density as determined by the Modified Proctor Test Method (ASTM D-1557) maximum dry density value. Filling and compaction operation should continue in lifts until the desired elevation is attained.

Foundation Support

Foundations for the proposed structure may consist of shallow foundations placed on compacted engineered fill material. Such footings may be designed for maximum allowable soils contact pressures of two thousand five hundred (2,500) pounds per square foot. For purposes of confinement, exterior footings should be embedded at least twenty-four (24) inches below the lowest adjacent grade as measured to the base of the footing. Interior footings should be embedded a minimum of eighteen (18) inches below the lowest adjacent grade as measured to the base of the footing.

Moisture entry from the underlying subgrade soils should be minimized. An impervious membrane placed between the subgrade soils and floor slab will help to accomplish this. A polyethylene film (six [6] mil) is commonly used for this purpose. Care should be used so that the membrane is not punctured when placing reinforcing steel (or mesh) and concrete.

Quality Control

Geo-Tech recommends establishing a comprehensive quality control program to ensure that site preparation and foundation construction is conducted according to the plans and specifications. Materials testing and inspection services should be provided by Geo-Technologies, Inc. An engineering technician should be on-site to monitor all stripping and grubbing, to verify that all deleterious materials have been removed.

Density testing should be performed during backfill and below all footings and floor slabs to check the required compaction. Field density values should be compared to laboratory proctor moisture-density results for each different natural and fill soil encountered.

Geo-Tech recommends notifying us to confirm the excavation depth, installation of the daylight gravity drain (if required), compaction of backfill soils and that the foundation is properly located within the excavation boundaries.

Geotechnical engineering design does not end with the advertisement of construction documents. The design is an ongoing process throughout construction. Because of Geo-Tech's familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

Closure/General Qualifications

This report was prepared to assist various professionals in the parking garage foundation system design for this project. The scope of this report is limited to this specific project. Geo-Tech should be informed of any project changes so our evaluations and recommendations can be

EXHIBIT B - Attachment #1

Proposed Parking Garage, Parcel No. 2853-026-001, 2853-026-002
2853-026-003 and 2853-026-004, SW Broadway Street, Ocala, Florida

October 24, 2023
Project No. 23-3006.205.1

reviewed. Earthwork and foundation construction operations should be reviewed by our engineer to assess fulfillment of the design requirements.

Evaluations and recommendations submitted in this report are based on our findings from the soil borings performed. Soil, limestone and groundwater conditions may vary between boring locations. These variations were not taken into consideration for this report. However, variations may become evident during the construction. Geo-Tech should be informed if variations are encountered during construction so our evaluations and recommendations can be reviewed.

EXHIBIT B - Attachment #1

APPENDIX I
SOIL PROFILES

GEO-TECH

EXHIBIT B Attachment #1
Log of Borehole B-1

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA

Project No: 23-3006.205.1

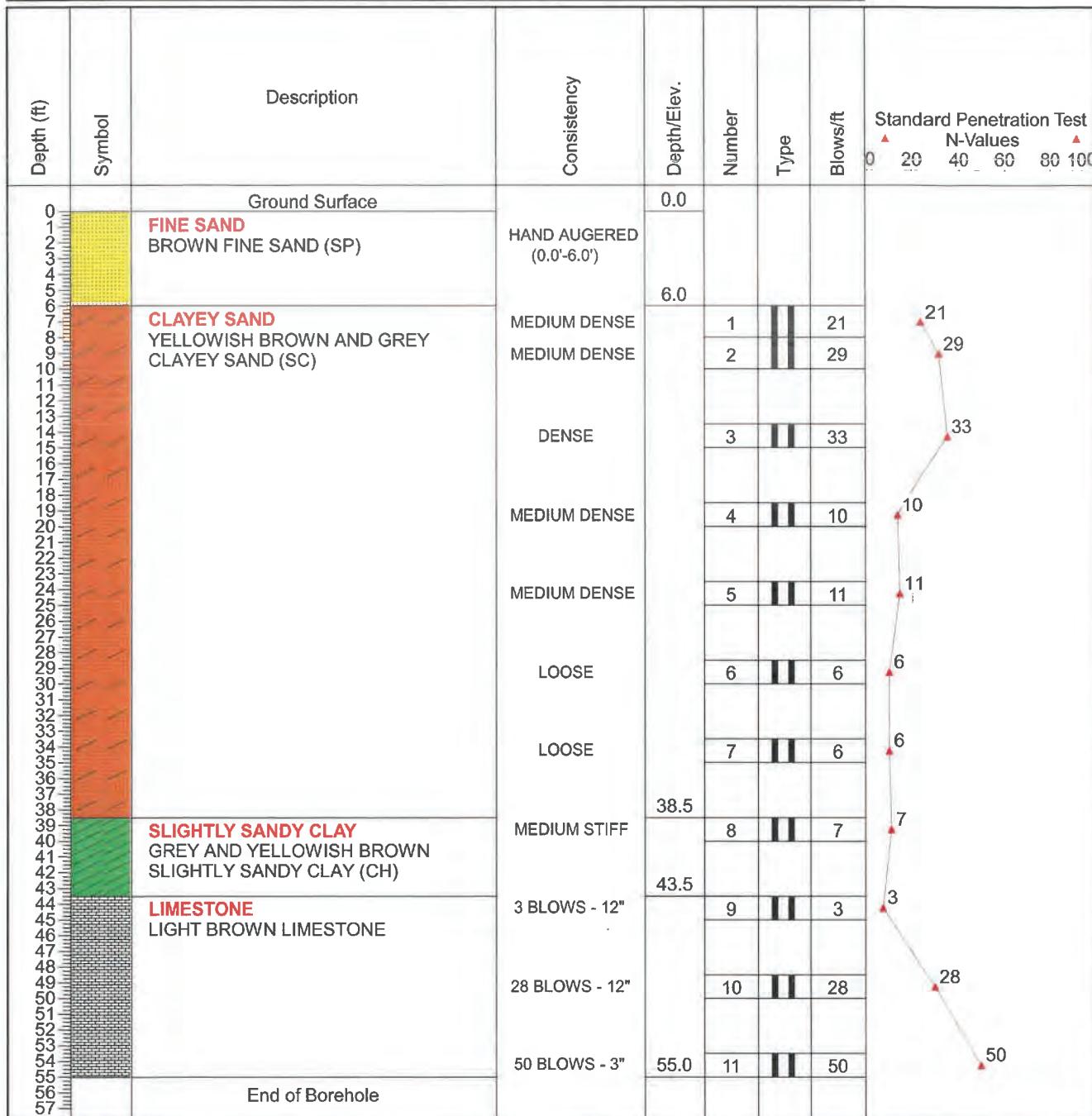
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM



Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 5, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 1 OF 22

EXHIBIT B Attachment #1
Log of Borehole: B-2

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.

ENGINEERING CONSULTANTS

1016 SE 3rd Avenue
Ocala, Florida
352.694.7711

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Depth (ft)	Symbol	Description	Depth/Elev.	Number	Remarks
0		Ground Surface	0.0		
1		FINE SAND BROWN FINE SAND (SP)		1	BORING TERMINATED AT APPROX. 1.0 FOOT BELOW EXISTING SITE GRADE DUE TO UNDERGROUND OBSTRUCTION
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
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55					
56					
57					

Ground Water Depth: NOT FOUND

Drilled By: AM

Drill Date: SEPTEMBER 5, 2023

Drill Method: ASTM D-4700

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 2 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-3

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA

Project No: 23-3006.205.1

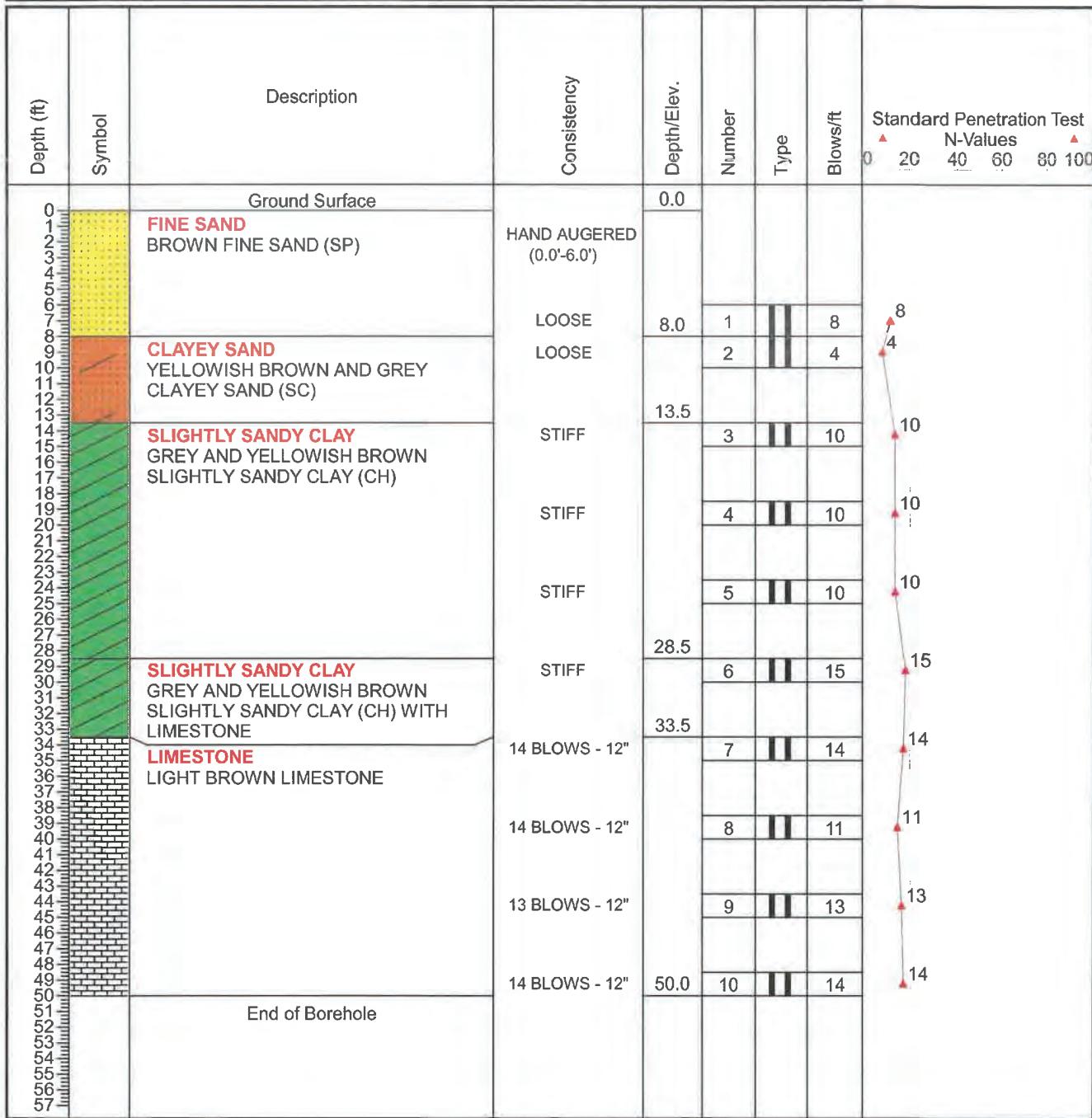
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 5, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 3 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-4

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.

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1016 SE 3rd Avenue
Ocala, Florida
352.694.7711

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Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test		
								0	20	40
0		Ground Surface		0.0						
1		FINE SAND BROWN FINE SAND (SP)								
2										
3										
4										
5										
6		CLAYEY SAND YELLOWISH BROWN AND GREY CLAYEY SAND (SC)								
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29		SLIGHTLY SANDY CLAY GREY AND YELLOWISH BROWN SLIGHTLY SANDY CLAY (CH)								
30										
31										
32										
33										
34										
35										
36										
37										
38										
39		SLIGHTLY SANDY CLAY GREY AND YELLOWISH BROWN SLIGHTLY SANDY CLAY (CH) WITH LIMESTONE								
40										
41										
42										
43		LIMESTONE LIGHT BROWN LIMESTONE								
44										
45										
46										
47										
48										
49										
50										
51										
52										
53										
54										
55										
56										
57		End of Borehole								



Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 1, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 4 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-6

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA

Project No: 23-3006.205.1

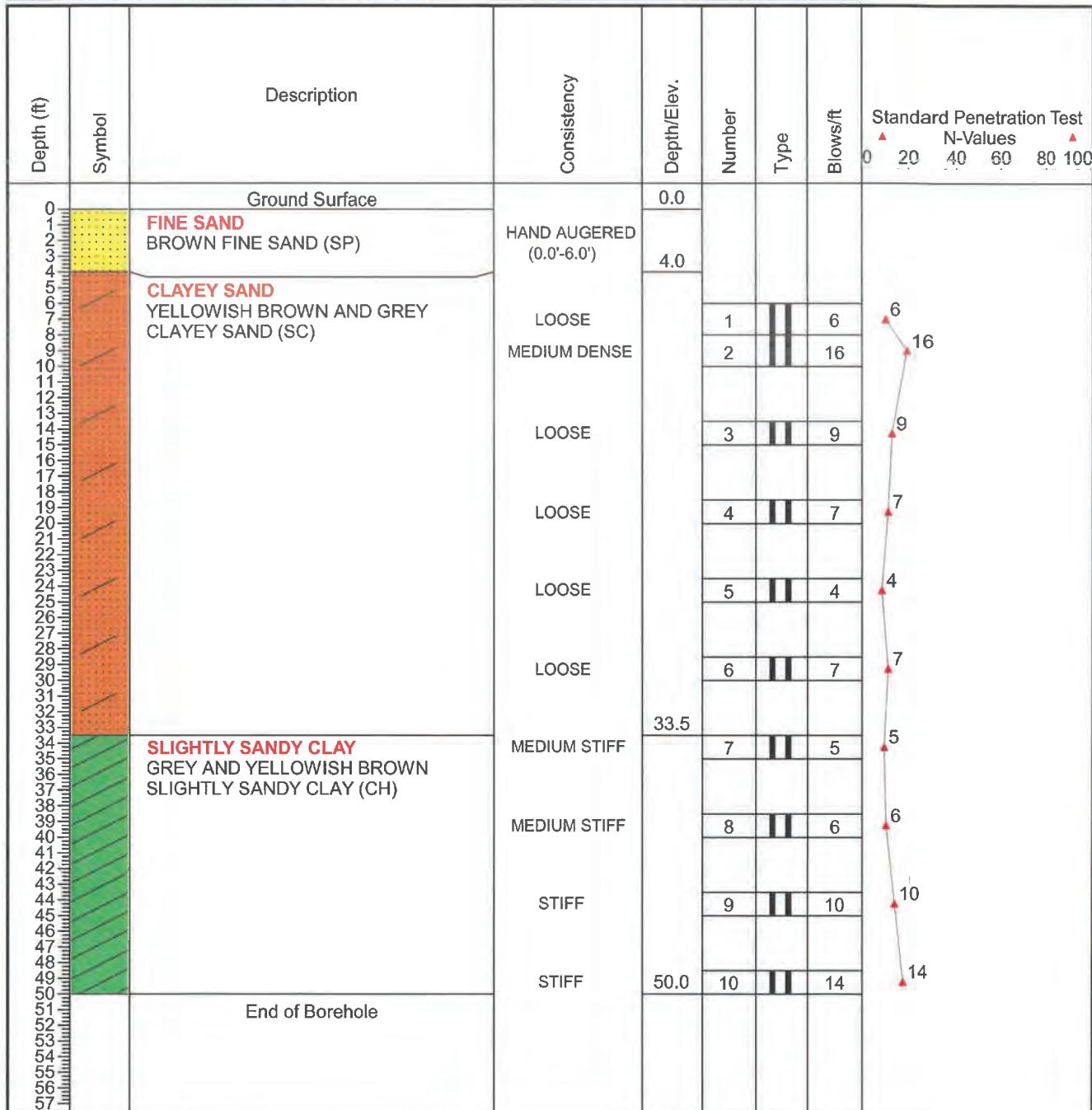
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
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Ocala, Florida
352.694.7711
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 1, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 5 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-6

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST. OCALA

Project No: 23-3006.205.1

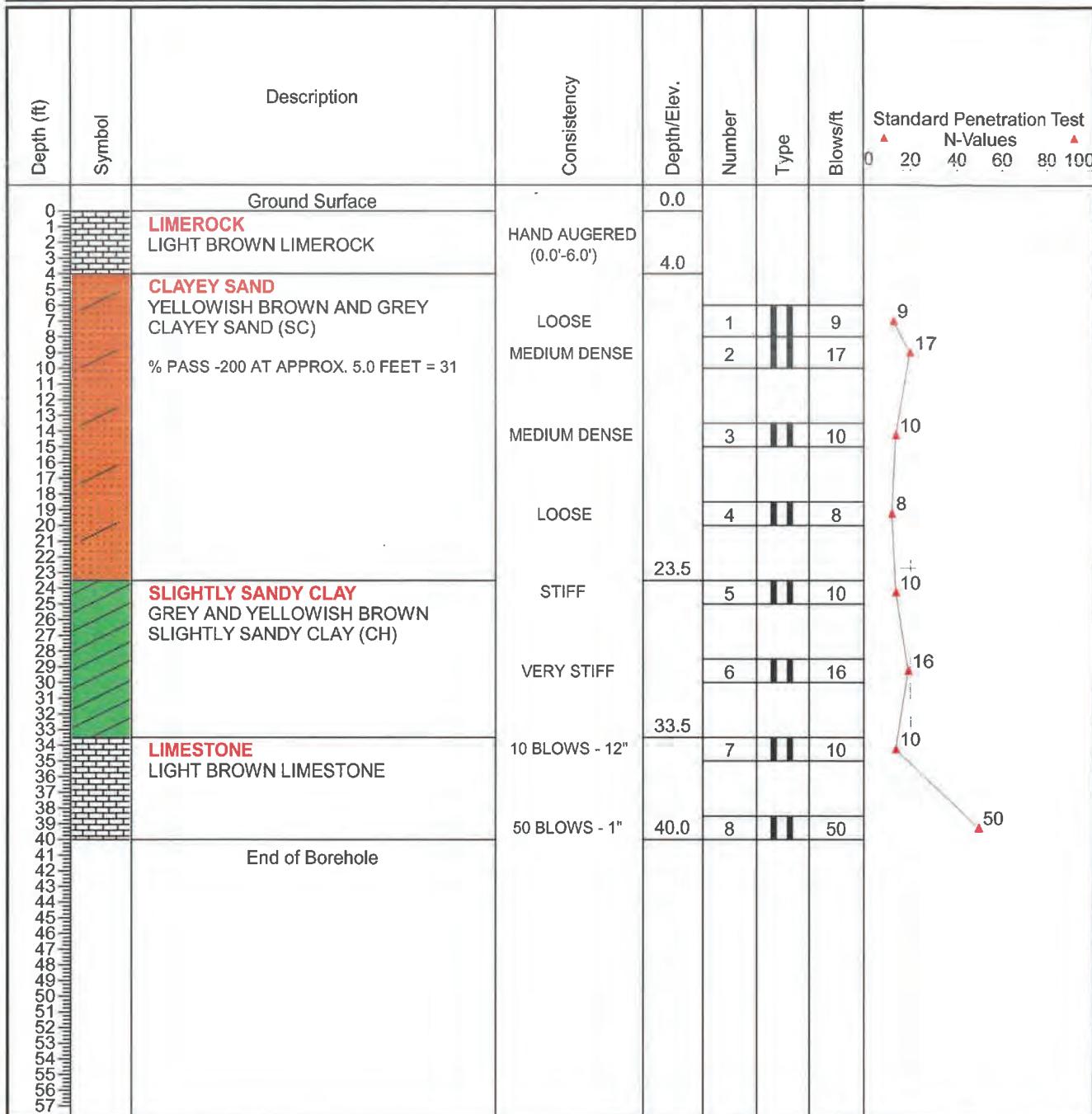
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
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Ocala, Florida
352.694.7711
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 1, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 6 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-7

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

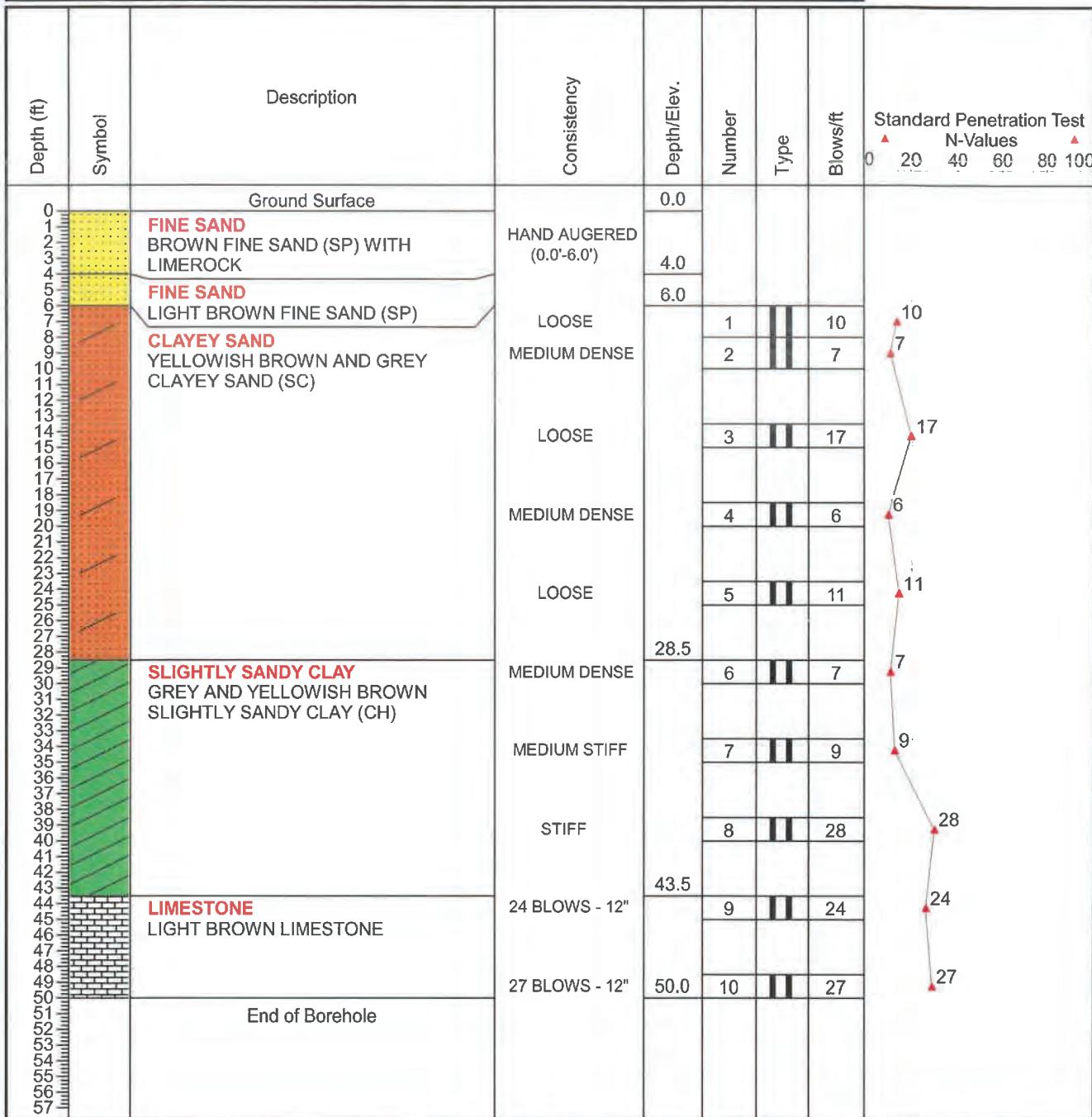
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

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1016 SE 3rd Avenue
Ocala, Florida
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 1, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 7 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-6

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

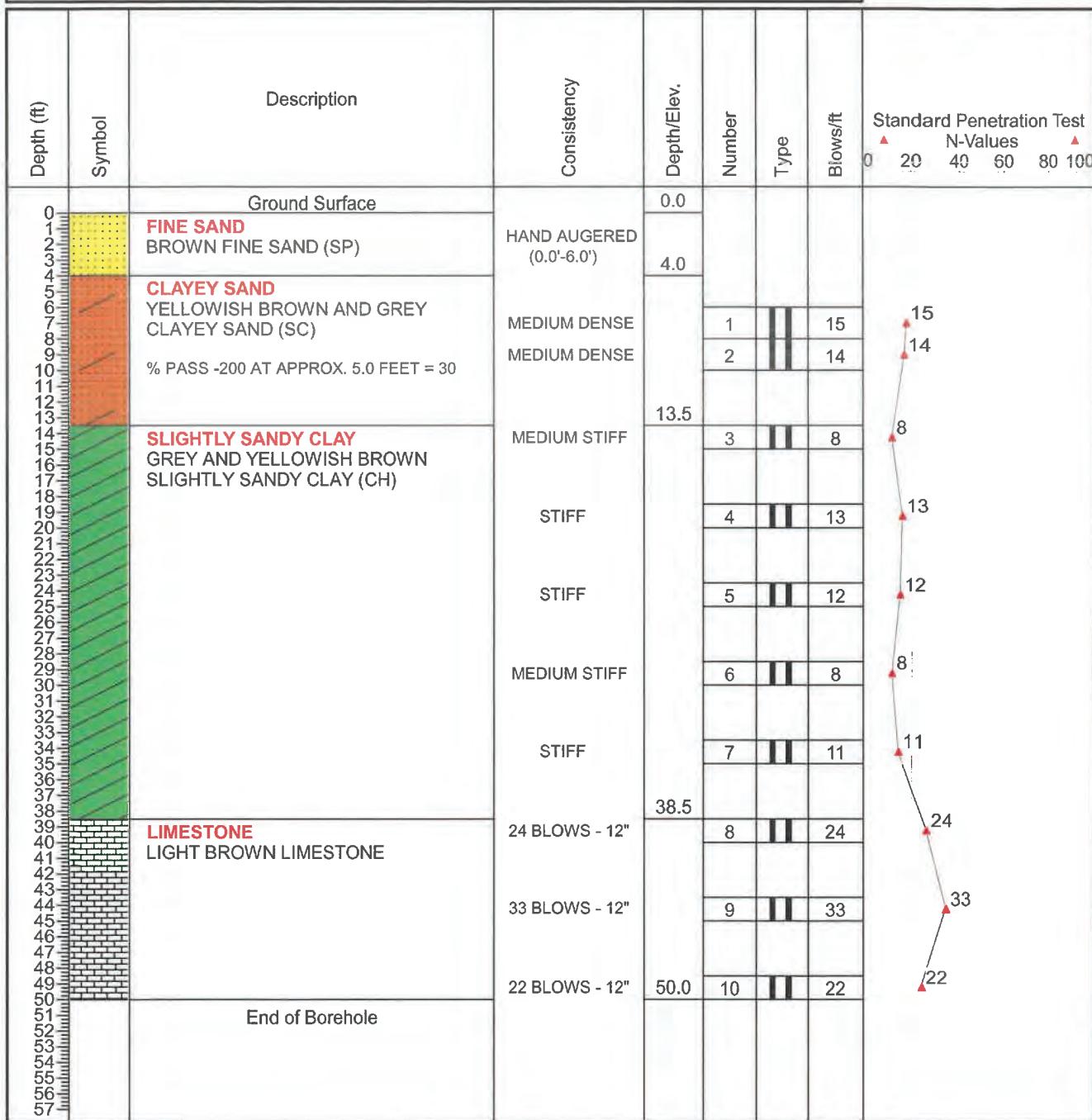
Enclosure: BORING MAP

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ENGINEERING CONSULTANTS

1016 SE 3rd Avenue
Ocala, Florida
352.694.7711

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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 1, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile: 8 OF 22

EXHIBIT B - Attachment #1
Log of Borehole B-9

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

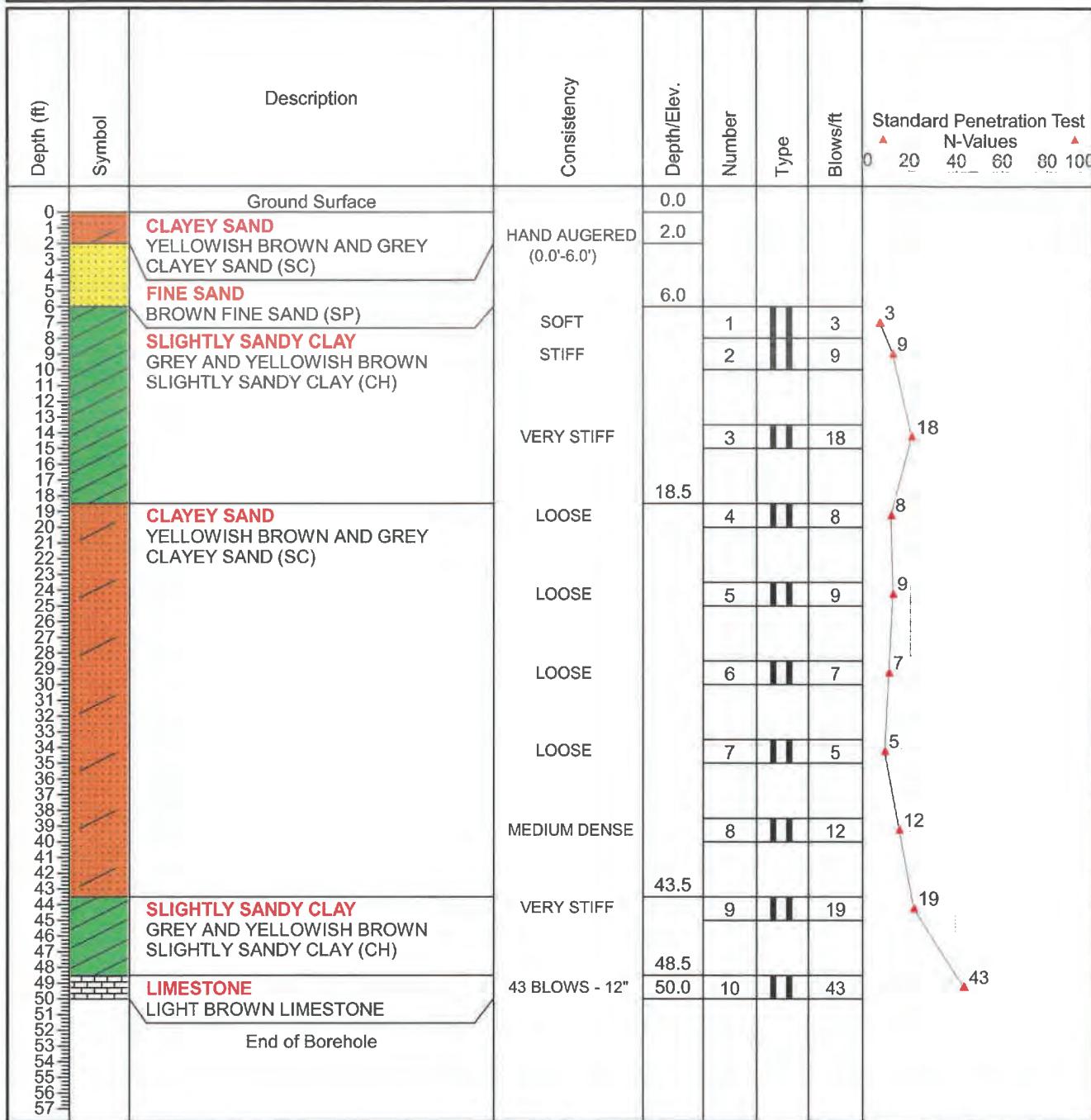
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

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ENGINEERING CONSULTANTS
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 9 OF 22

EXHIBIT B - Attachment #1
Log of Borehole B-10

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST. OCALA Project No: 23-3006.205.1

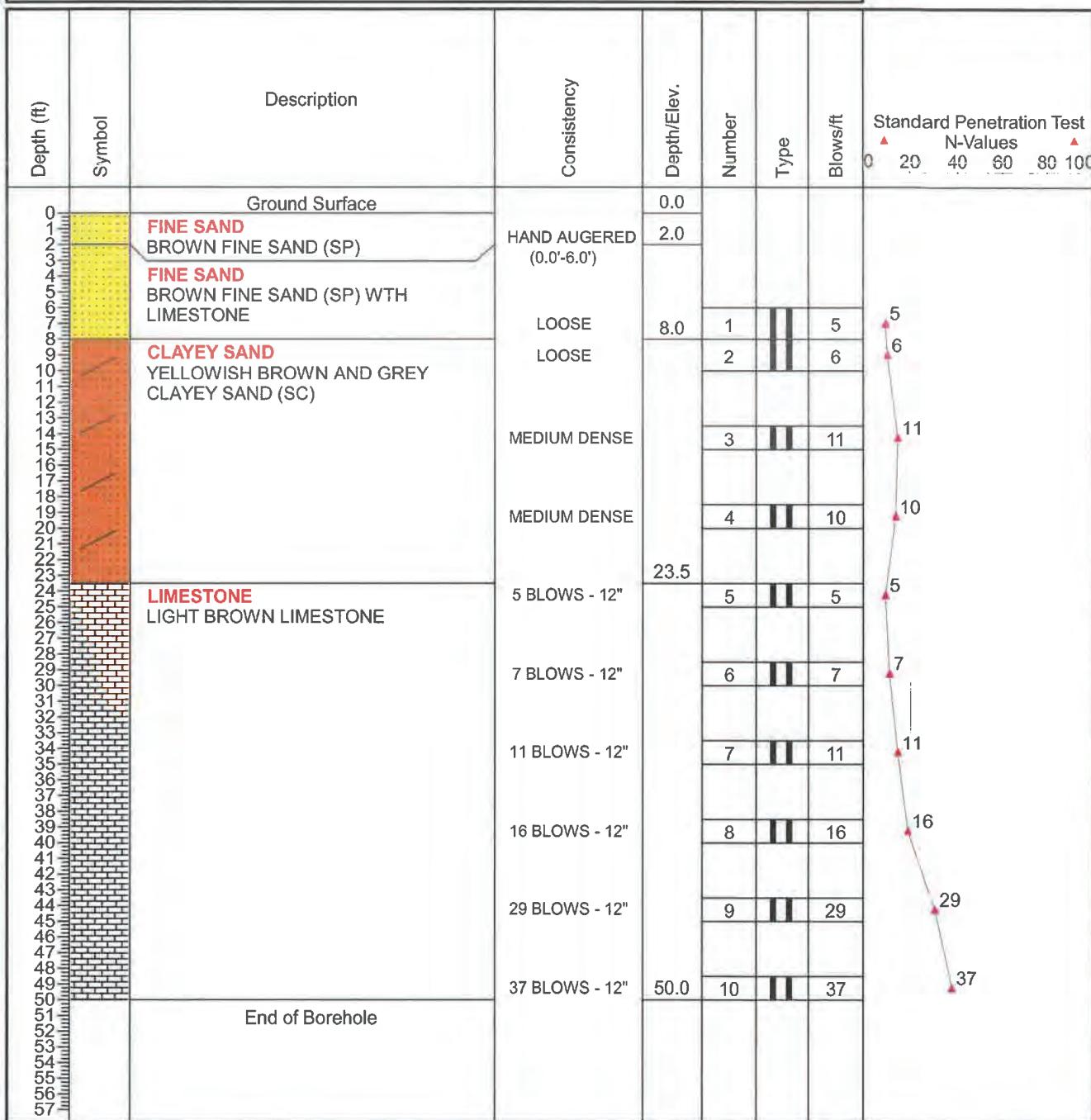
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

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ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 10 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-1

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

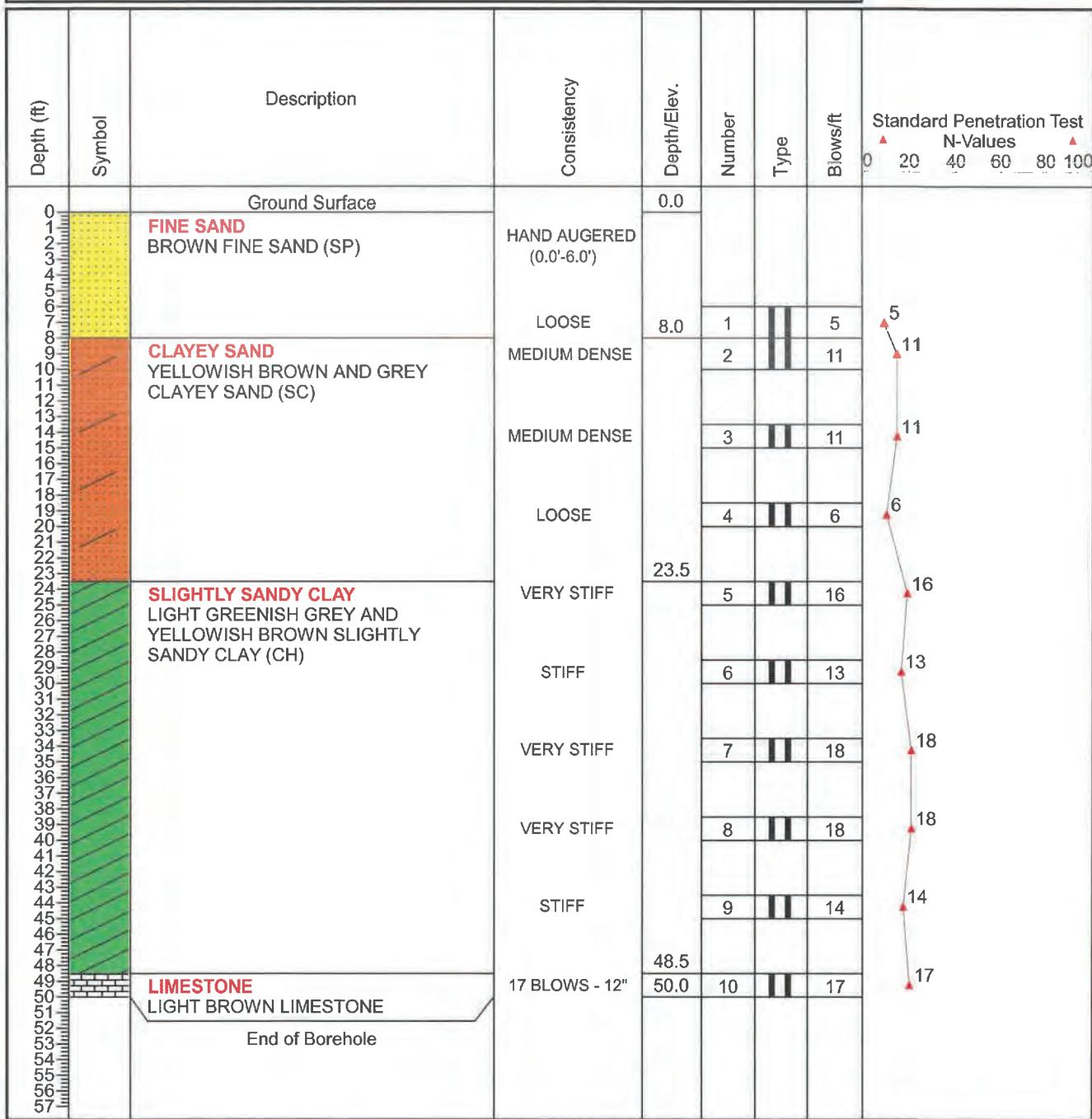
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

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1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 11 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-12

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

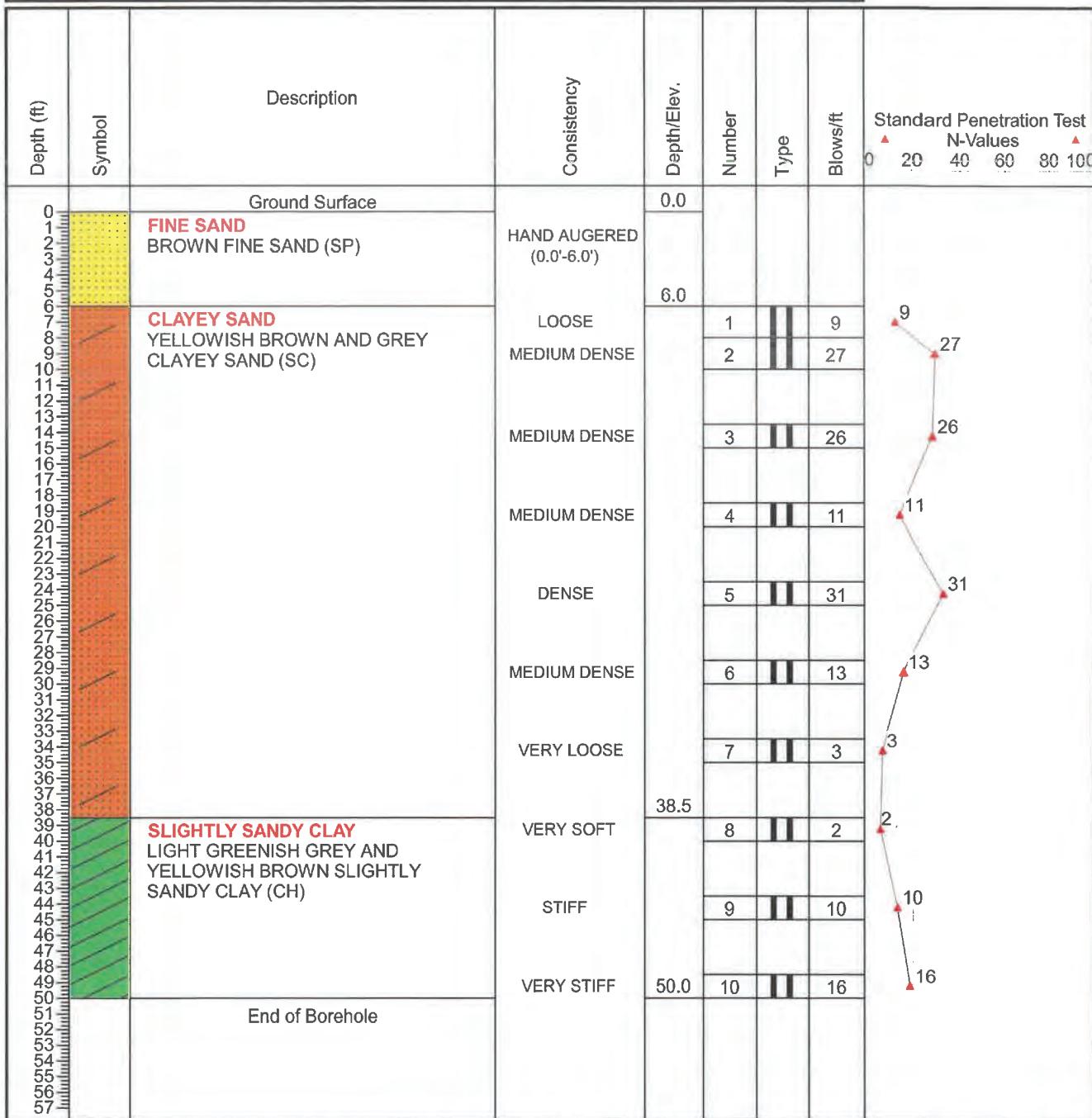
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

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ENGINEERING CONSULTANTS
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Ocala, Florida
352.694.7711
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 12 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-13

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST. OCALA

Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

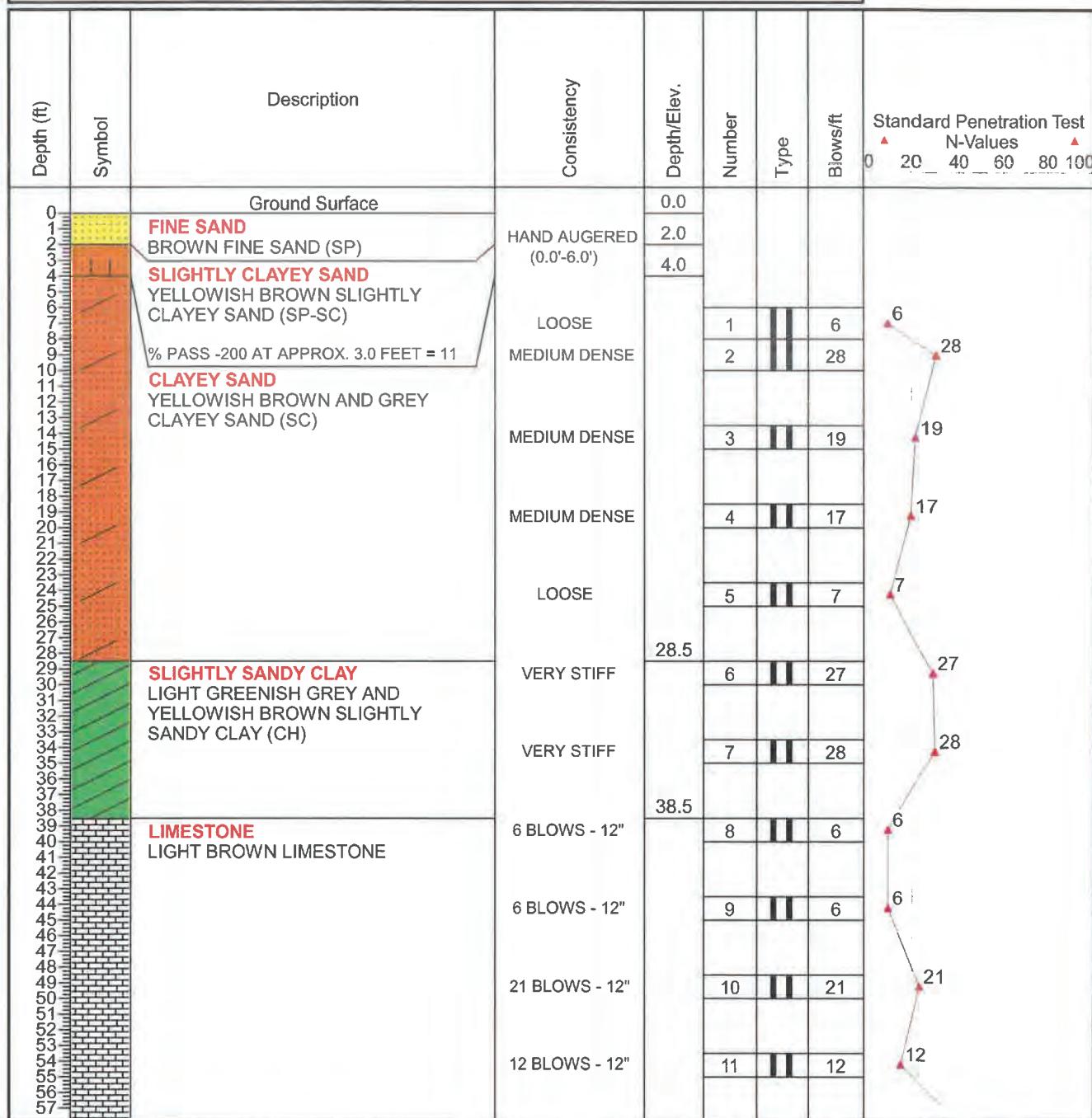
Enclosure: BORING MAP

GEO-TECH, INC.

ENGINEERING CONSULTANTS

1016 SE 3rd Avenue
Ocala, Florida
352.694.7711

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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 13 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-13

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST. OCALA

Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
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Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test				
								0	20	40	60	80
58												
59												
60												
61												
62												
63												
64												
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66												
67												
68												
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 13 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-14

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA

Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

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ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
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Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test					
								0	20	40	60	80	100
0		Ground Surface		0.0									
1													
2													
3													
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57													

Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 14 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-14

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP) Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
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Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test
58				58.5				
59								
60								
61								
62								
63								
64								
65								
66								
67								
68								
69								
70								
71								
72								
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75								
76								
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111								
112								
113								
114								

Ground Water Depth: GREATER THAN 10.0 FEET

Drill Date: SEPTEMBER 6, 2023

Drilled By: AM

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 14 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-15

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

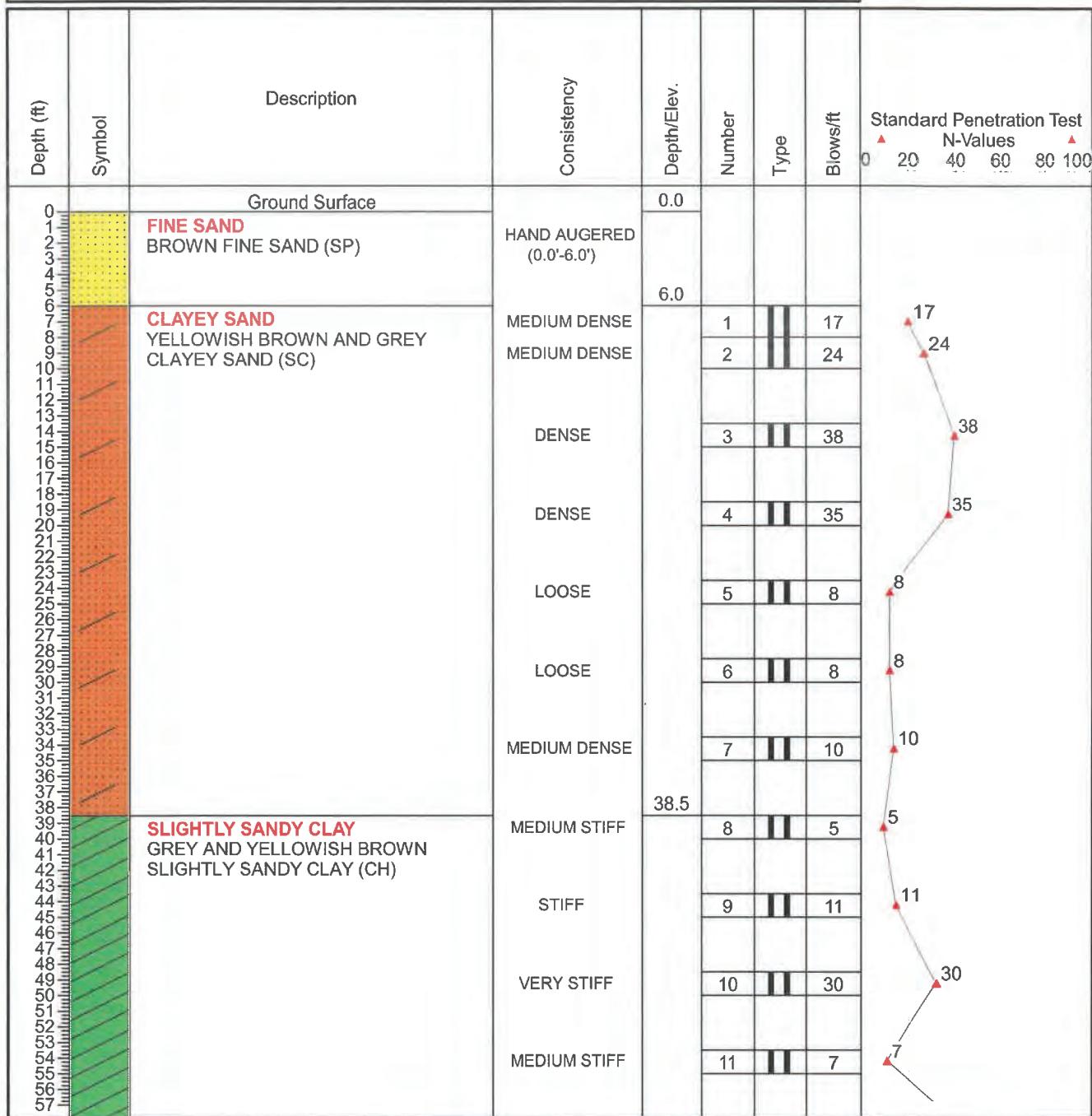
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 15 OF 22

EXHIBIT B - Attachment #1
Log of Borehole B-10

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
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Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test			
								0	20	40	60
58				58.5							
59				60.0	12	II	50				
60	Brick	LIMESTONE LIGHT BROWN LIMESTONE	50 BLOWS - 4"								50
61		End of Borehole									
62											
63											
64											
65											
66											
67											
68											
69											
70											
71											
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 15 OF 22

EXHIBIT B Attachment #1
Log of Borehole B-10

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

GEO-TECH, Inc.

ENGINEERING CONSULTANTS

1016 SE 3rd Avenue
Ocala, Florida
352.694.7711

WWW.GEOTECHFL.COM

Enclosure: BORING MAP

Depth (ft)	Symbol	Description	Depth/Elev.	Number	Remarks
0		Ground Surface	0.0		
1		FINE SAND BROWN FINE SAND (SP)		1	BORING TERMINATED AT APPROX. 1.0 FOOT BELOW EXISTING SITE GRADE DUE TO UNDERGROUND OBSTRUCTION
2		End of Borehole			
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Ground Water Depth: NOT FOUND

Drilled By: AM

Drill Date: SEPTEMBER 5, 2023

Drill Method: ASTM D-4700

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 16 OF 22

EXHIBIT B - Attachment #1
Log of Borehole B-17

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA

Project No: 23-3006.205.1

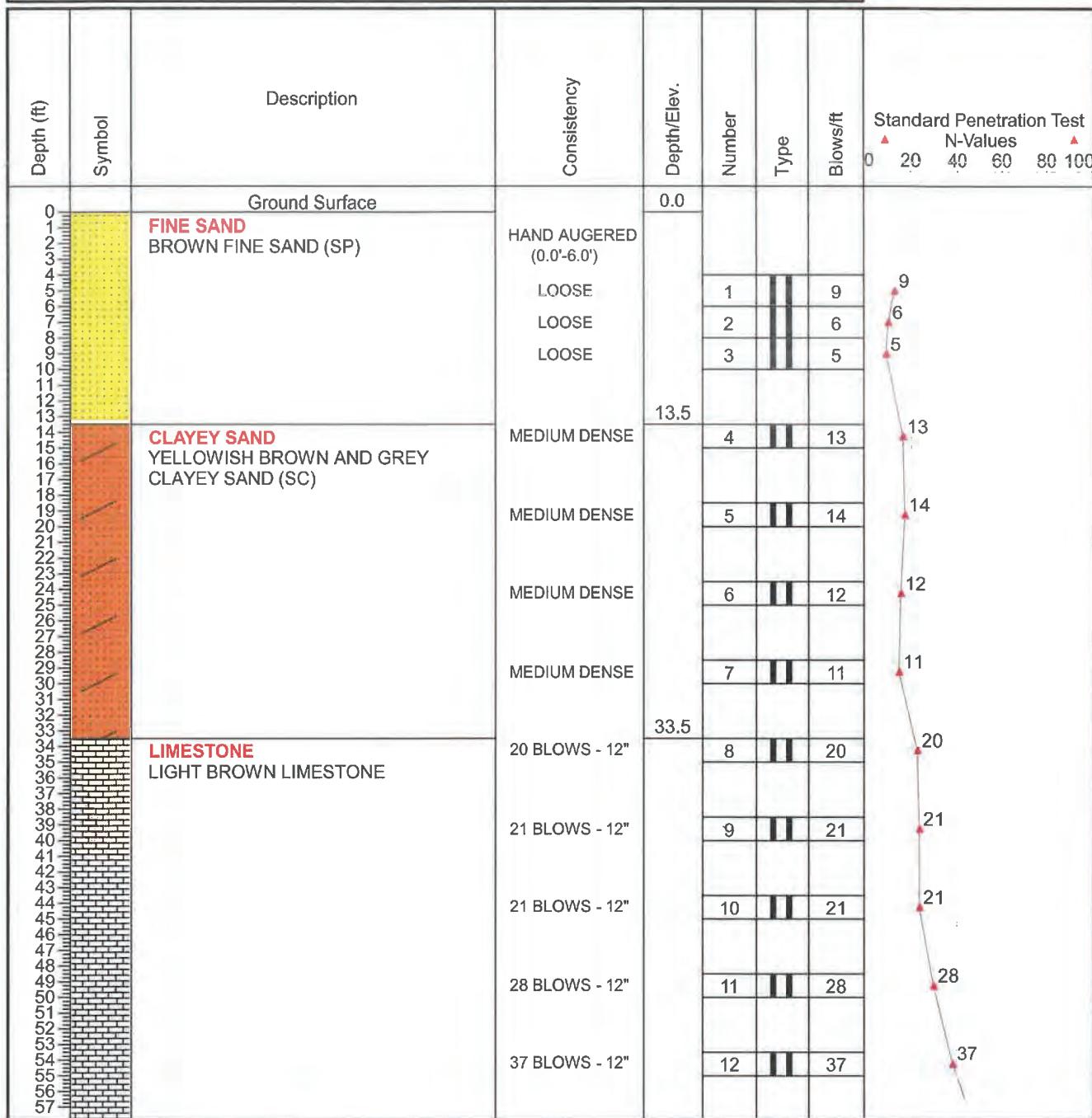
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM



Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 17 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-17

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.

ENGINEERING CONSULTANTS

1016 SE 3rd Avenue

Ocala, Florida

352.694.7711

WWW.GEOTECHFL.COM

Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test					
								0	20	40	60	80	100
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59	█												
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 17 OF 22

EXHIBIT B - Attachment #1

Log of Borehole B-18

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST. OCALA

Project No: 23-3006.205.1

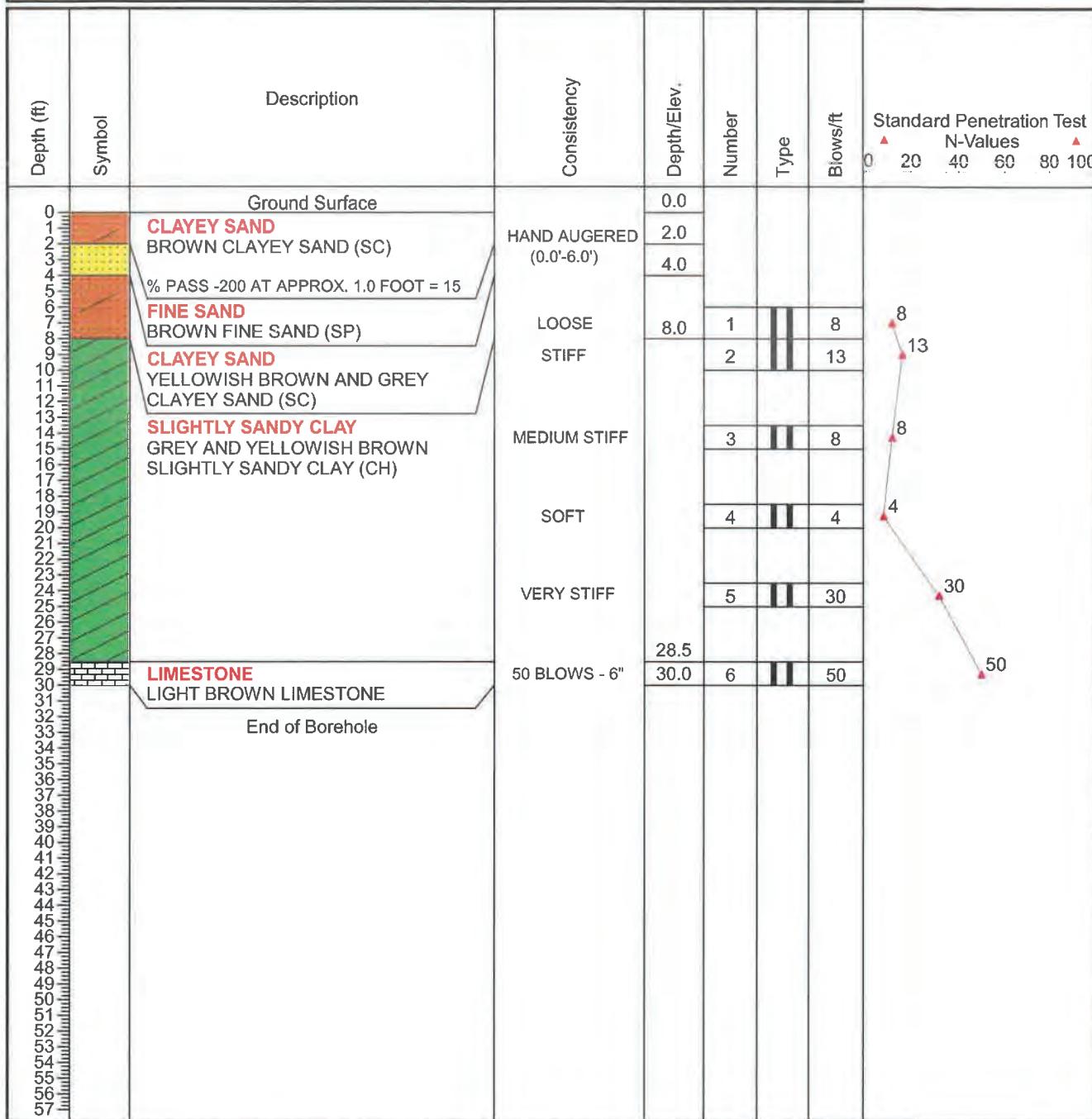
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM



Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 18 OF 22

EXHIBIT B - Attachment #1

Log of Borehole: B-19

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

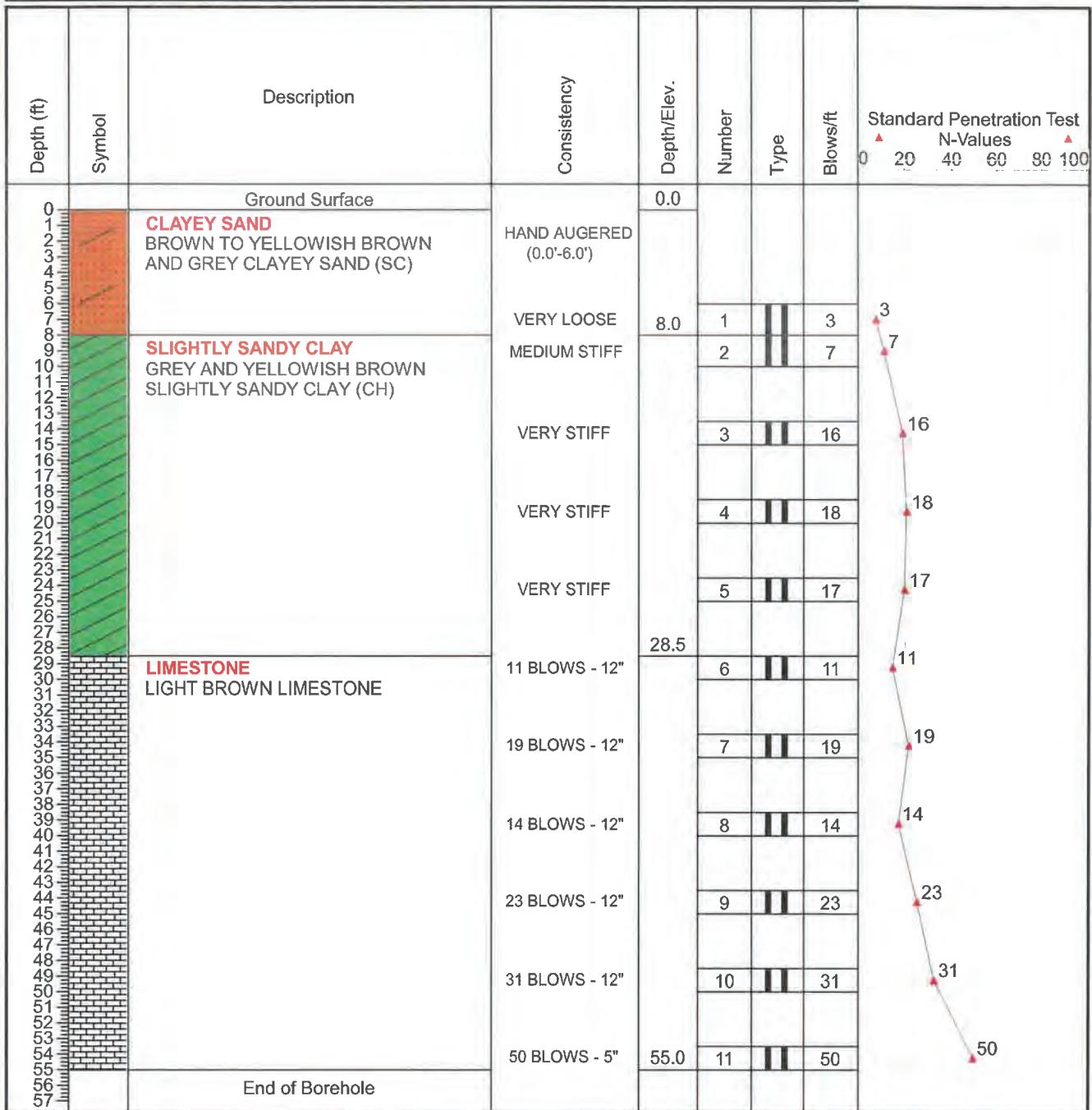
Enclosure: BORING MAP

GEO-TECH, Inc.

ENGINEERING CONSULTANTS

1016 SE 3rd Avenue
Ocala, Florida
352.694.7711

WWW.GEOTECHFL.COM



Ground Water Depth: GREATER THAN 10.0 FEET

Drill Date: SEPTEMBER 6, 2023

Drilled By: AM

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 19 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-20

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA

Project No: 23-3006.205.1

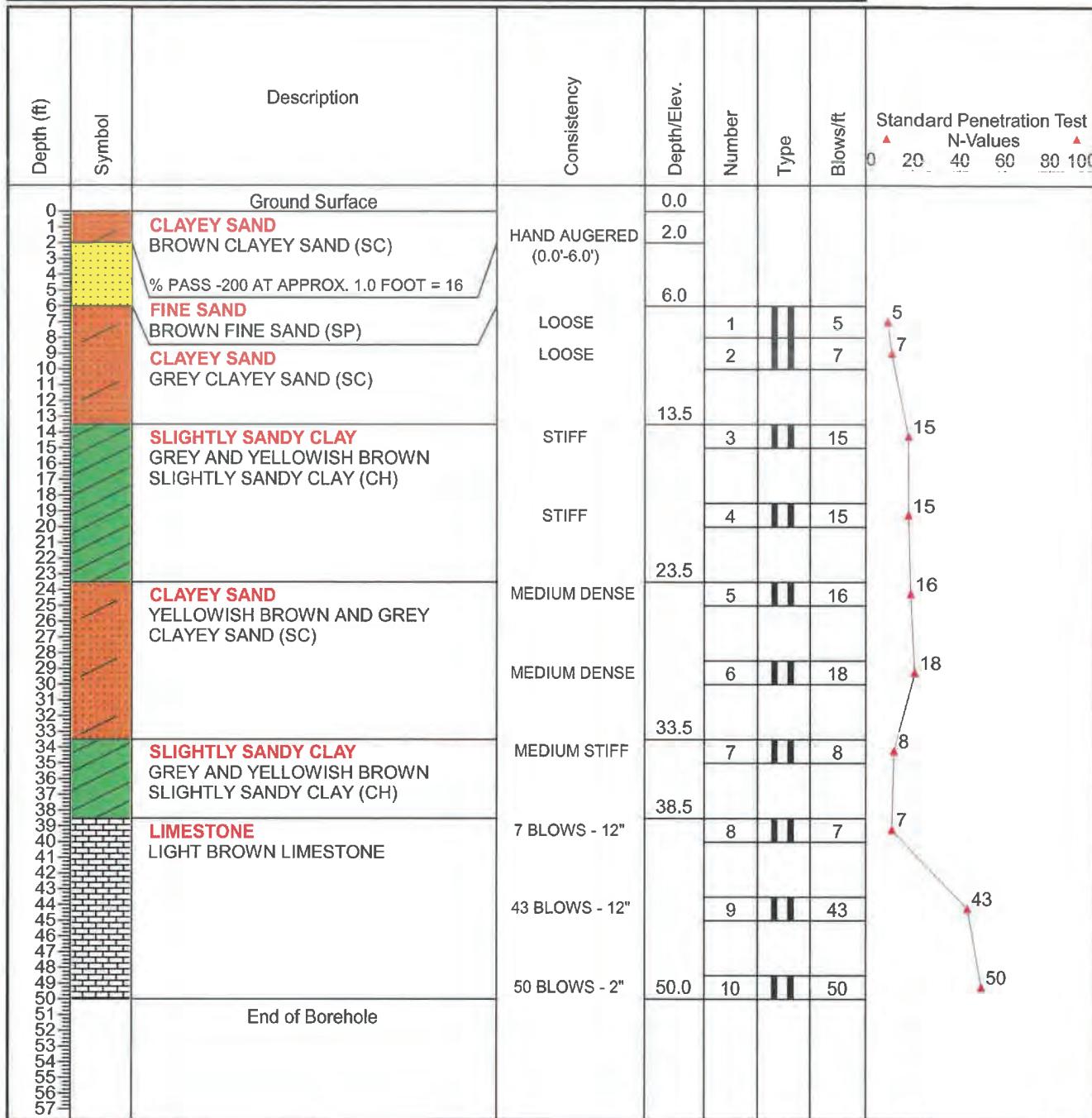
Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM



Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 20 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-21

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

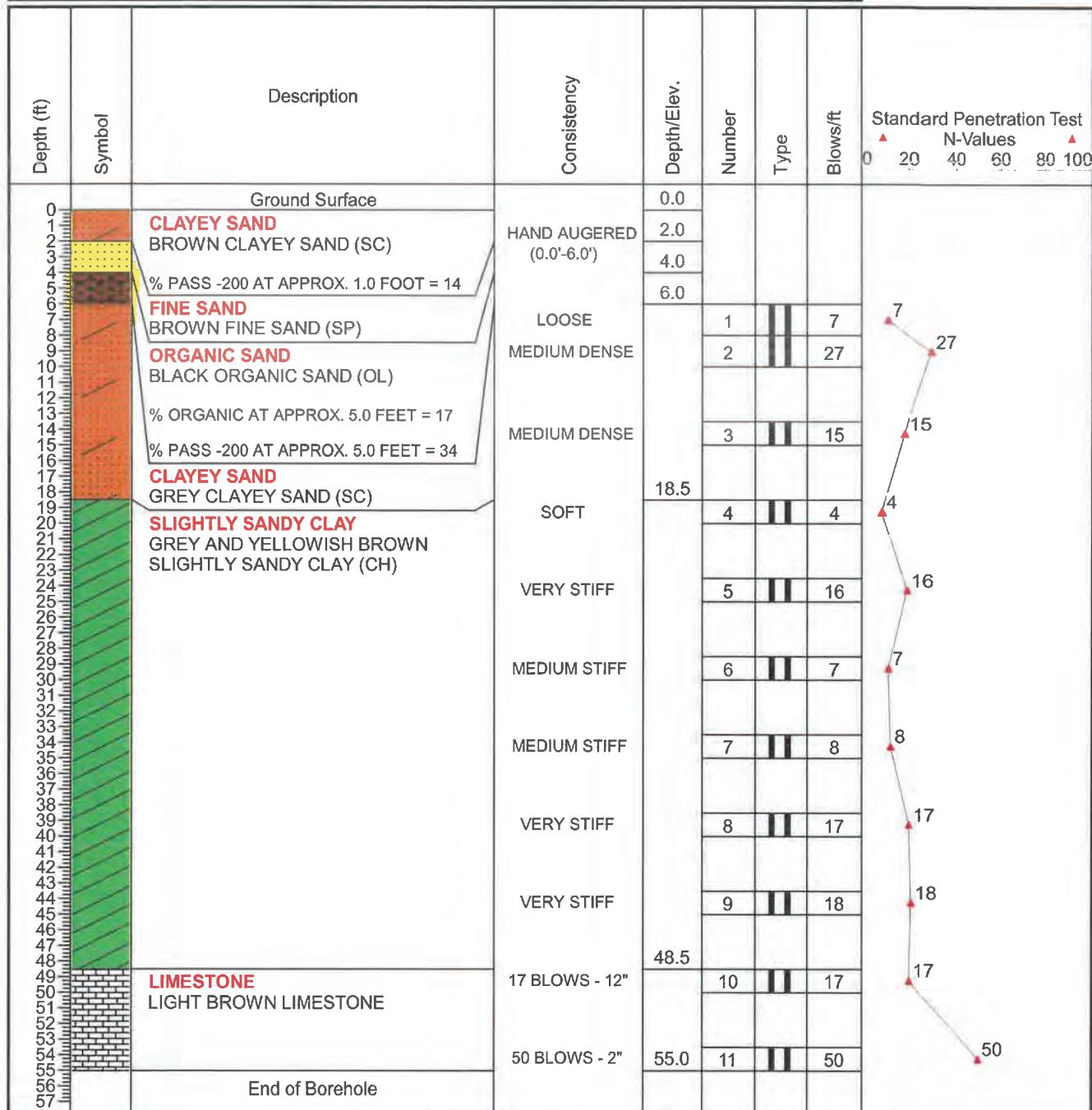
Enclosure: BORING MAP

GEO-TECH, INC.

ENGINEERING CONSULTANTS

1016 SE 3rd Avenue
Ocala, Florida
352.694.7711

WWW.GEOTECHFL.COM



Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: AM

Drill Date: SEPTEMBER 6, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 21 OF 22

EXHIBIT B - Attachment #1
Log of Borehole: B-22

Project: PROPOSED PARKING GARAGE, SW BROADWAY ST, OCALA

Project No: 23-3006.205.1

Boring Location: (SEE BORING LOCATION MAP)

Engineer: NJH/CAH

Client: CITY OF OCALA ENGINEERING DEPARTMENT

Enclosure: BORING MAP

GEO-TECH, INC.
ENGINEERING CONSULTANTS
1016 SE 3rd Avenue
Ocala, Florida
352.694.7711
WWW.GEOTECHFL.COM

Depth (ft)	Symbol	Description	Consistency	Depth/Elev.	Number	Type	Blows/ft	Standard Penetration Test		
								0	20	40
0		Ground Surface		0.0						
1		PAVEMENT SECTION								
2		ASPHALT = 1 1/4"								
3		LIMEROCK = 7"								
4		FINE SAND								
5		BROWN FINE SAND (SP)								
6		CLAYEY SAND								
7		GREY CLAYEY SAND (SC)								
8										
9		SLIGHTLY SANDY CLAY								
10		GREY AND YELLOWISH BROWN								
11		SLIGHTLY SANDY CLAY (CH)								
12										
13										
14		CLAYEY SAND								
15		YELLOWISH BROWN AND GREY								
16		CLAYEY SAND (SC)								
17										
18		SLIGHTLY SANDY CLAY								
19		GREY AND YELLOWISH BROWN								
20		SLIGHTLY SANDY CLAY (CH)								
21										
22										
23										
24		CLAYEY SAND								
25		YELLOWISH BROWN AND GREY								
26		CLAYEY SAND (SC)								
27										
28		SLIGHTLY SANDY CLAY								
29		GREY AND YELLOWISH BROWN								
30		SLIGHTLY SANDY CLAY (CH)								
31										
32										
33										
34		LOSS OF DRILLING FLUID CIRCULATION								
35		AT APPROX. 31.0 FEET								
36										
37										
38		LIMESTONE								
39		LIGHT BROWN LIMESTONE								
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51		End of Borehole								
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Ground Water Depth: GREATER THAN 10.0 FEET

Drilled By: WH/CM/ZC

Drill Date: OCTOBER 13, 2023

Drill Method: ASTM D-1586

Remarks: (SP) UNIFIED SOIL CLASSIFICATION SYMBOL AS DETERMINED BY VISUAL REVIEW

Soil Profile : 22 OF 22

EXHIBIT B - Attachment #1

APPENDIX II
BORING LOCATION MAP

GEO-TECH

EXHIBIT B - Attachment #1



CITY OF OCALA ENGINEERING DEPARTMENT PROPOSED PARKING GARAGE PID NO. 2853-026-001, 2853-026-002, 2853-026-003 AND 28553-026-004 SW BROADWAY STREET, OCALA, FLORIDA	PROJECT NO. 23-3006.205.1
BORING LOCATION MAP	SCALE: N.T.S.
	DATE: 10-20-23
	FIGURE: 1

GEO-TECH, INC.

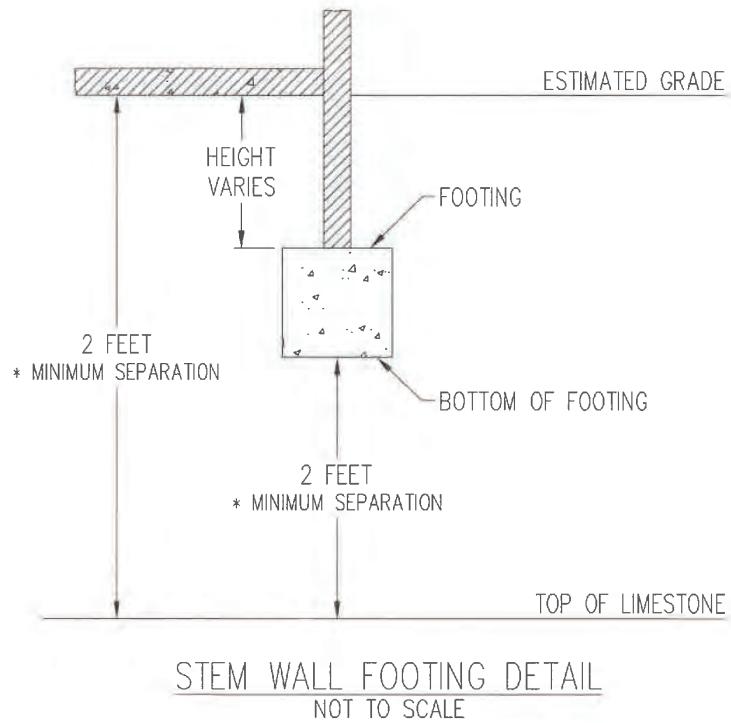
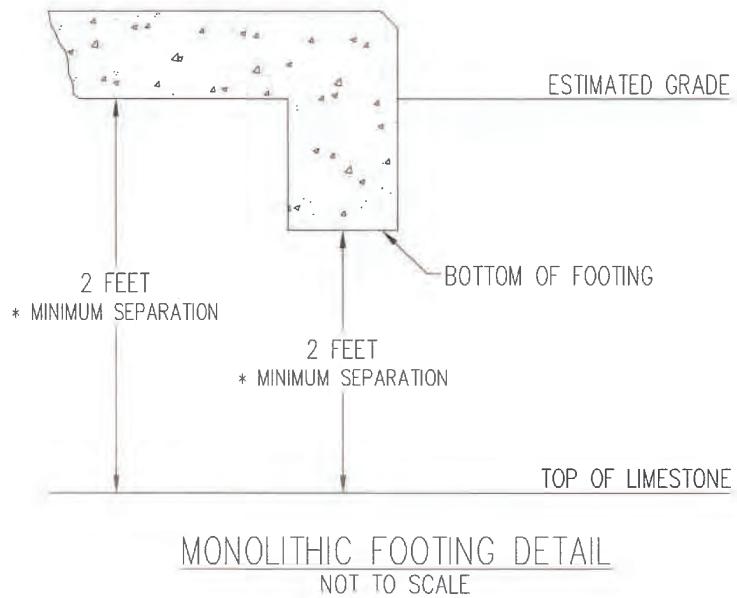
■ GEOTECHNICAL ■ ENVIRONMENTAL
■ CONSTRUCTION MATERIALS TESTING ■ GEOPHYSICAL EXPLORATION
1016 SE 3rd AVENUE, OCALA, FLORIDA 34471 ~ (352) 694-7711

EXHIBIT B - Attachment #1

APPENDIX III
RECOMMENDED SEPARATION DETAIL

GEO-TECH

EXHIBIT B - Attachment #1



*MAY VARY DEPENDING UPON CONSTRUCTION TECHNIQUE

RECOMMENDED SEPARATION

GEO-TECH, INC.
■ GEOTECHNICAL ■ ENVIRONMENTAL
■ CONSTRUCTION MATERIALS TESTING ■ GEOPHYSICAL EXPLORATION
1016 SE 3rd AVENUE, Ocala, FLORIDA 34471 ~ (352) 694-7711

Figure
2

**New Parking
Garage**
SW Broadway Blvd
SW Ft King
SW 2nd Ave
SW 3rd Ave

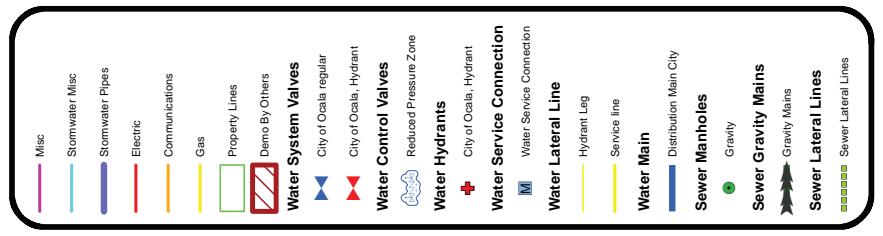
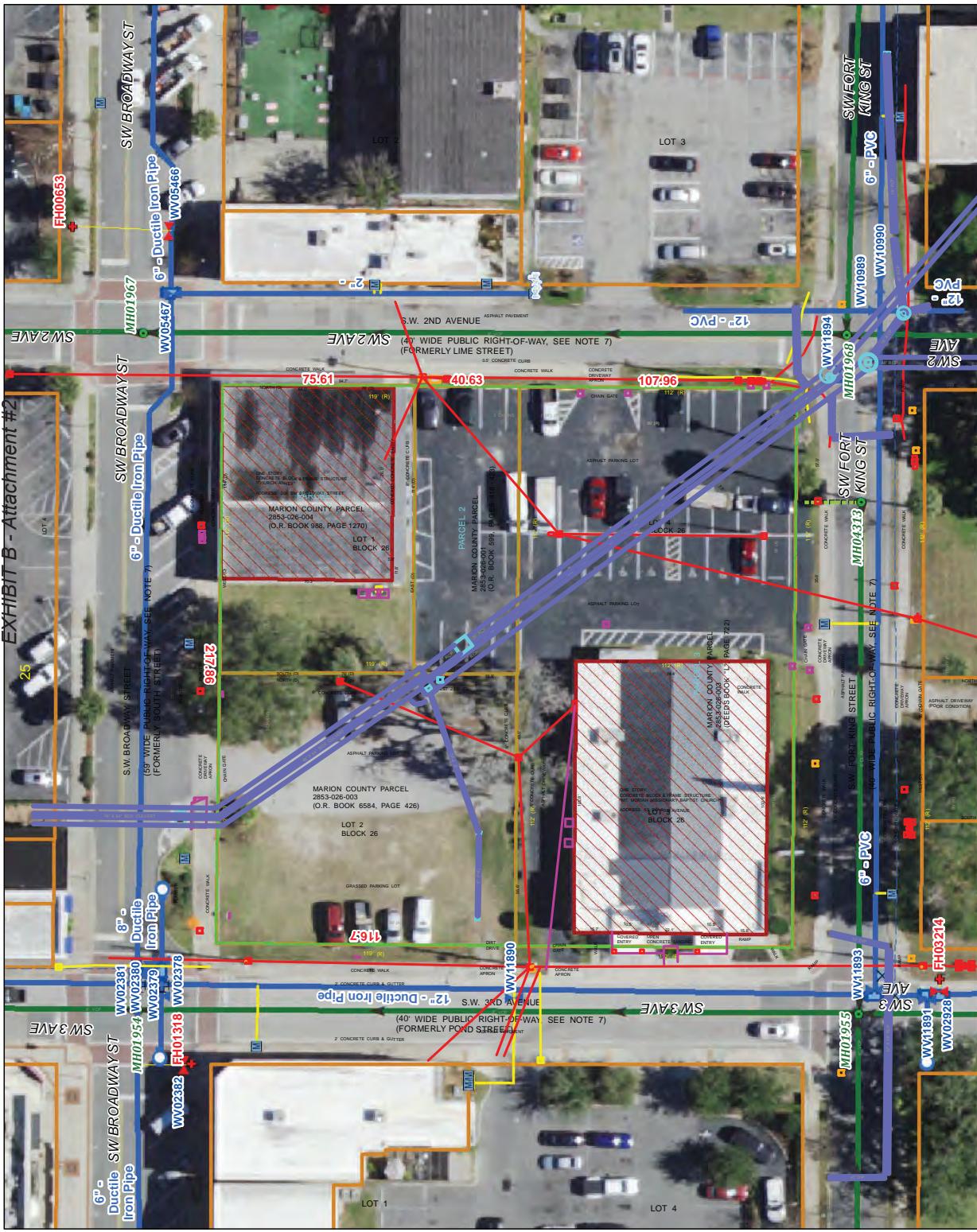


Exhibit B - Design Criteria Package



BOUNDARY SURVEY

CITY OF OCALA, EX-TERRESTRIAL DIVISION
PROPOSED PROPERTY ACQUISITION - LANDS OF:
M.T. MORIAH MISSIONARY BAPTIST CHURCH OF OCALA, INC. & IO

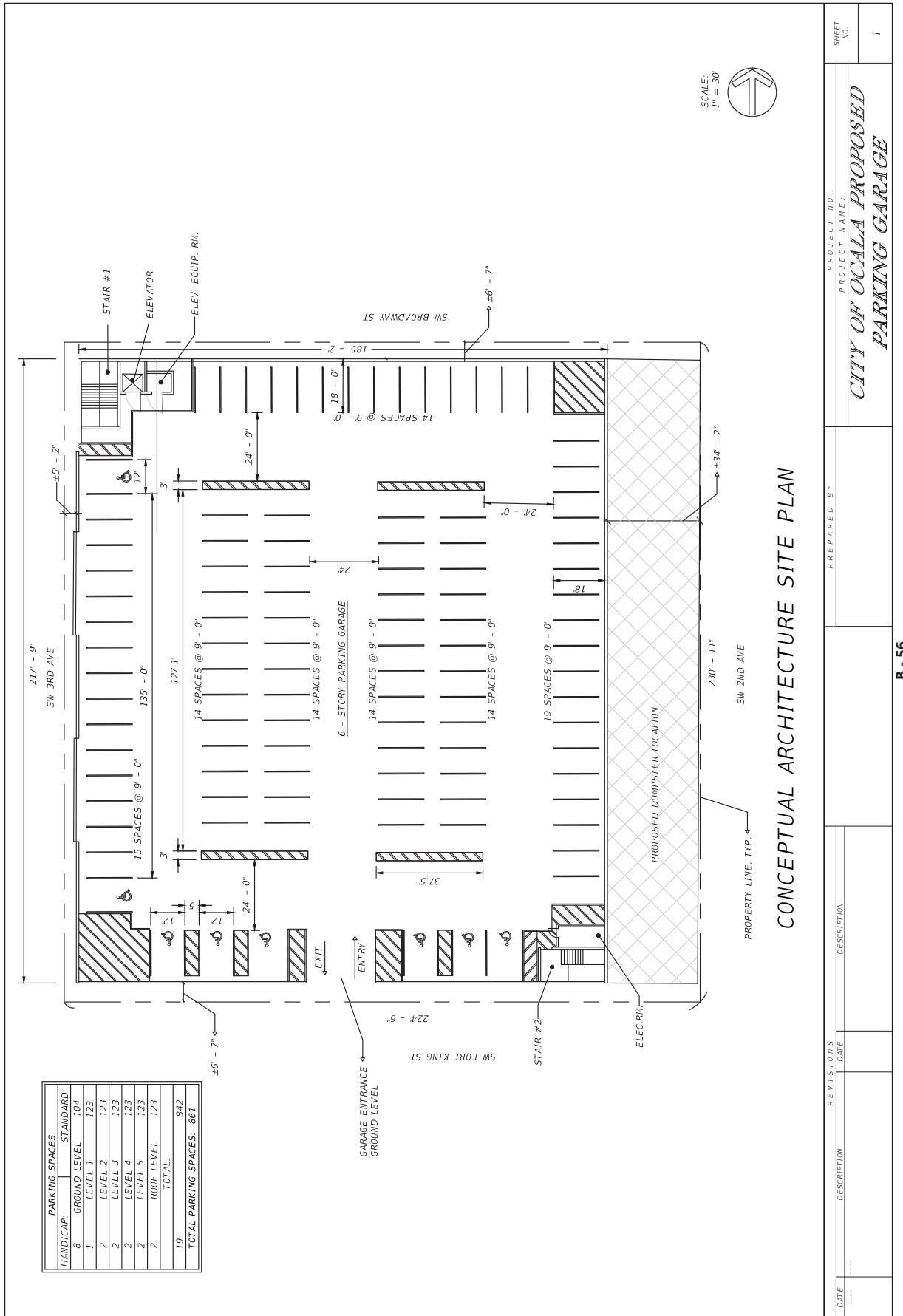
PARCELS 4, 5 & 6 (COMBINED PERIMETER) (BOUNDARY LINE TABLE) (PER SURVEY)			
LINE	TAG	BEARING	DISTANCE
l:2	2	N022°53.5'E	76.03
l:2	111	S049°32.2'E	224.18
l:2	112	S043°49.0'W	111.99
l:3	113	N89°46.2'W	112.01
l:4	114	S087°25.5'E	39.40
l:5	115	S87°39.2'W	112.15
l:7	116	S87°39.2'W	114.28
l:8	117	S092°05.0'W	239.94
l:9	118	N88°21.45'E	225.43
l:10	119	S087°41.4'E	118.00
l:10	120	N030°36.5'E	223.86

PARCEL "A" BOUNDARY LINE TABLE (PER SURVEY)			
LINE	TAG	BEARING	DISTANCE
L:1	S89°00'00"E	109.64	
L:2	S022°53'57"E	2.14	
L:3	S89°00'00"E	39.40	
L:4	S022°53'57"W	112.15	
L:5	S89°29'03"SW	112.15	
L:6	N00°28'14"E	115.38	

SUPPLEMENTAL TIES LINE IN TABLE (PER SURVEY)					
LINE	LINE	BEARING	DISTANCE	LINE	BEARING
L:108	N88°47'54"E	56.01		L:116	S89°29'07"E
L:109	N88°44'55"E	112.14		L:117	N00°28'47"E
L:110	S00°28'47"E	40.00		L:118	N00°28'47"E
L:111	N00°28'37"E	39.98		L:119	N89°29'07"E
L:122	N00°29'19"E	222.48		L:120	N00°28'21"E
L:113	N88°46'55"E	40.00		L:121	N00°29'21"E
L:114	N00°29'54"E	41.86		L:122	N89°35'49"E
L:115	N00°27'44"E	41.36		L:123	S89°34'21"E
					224.39

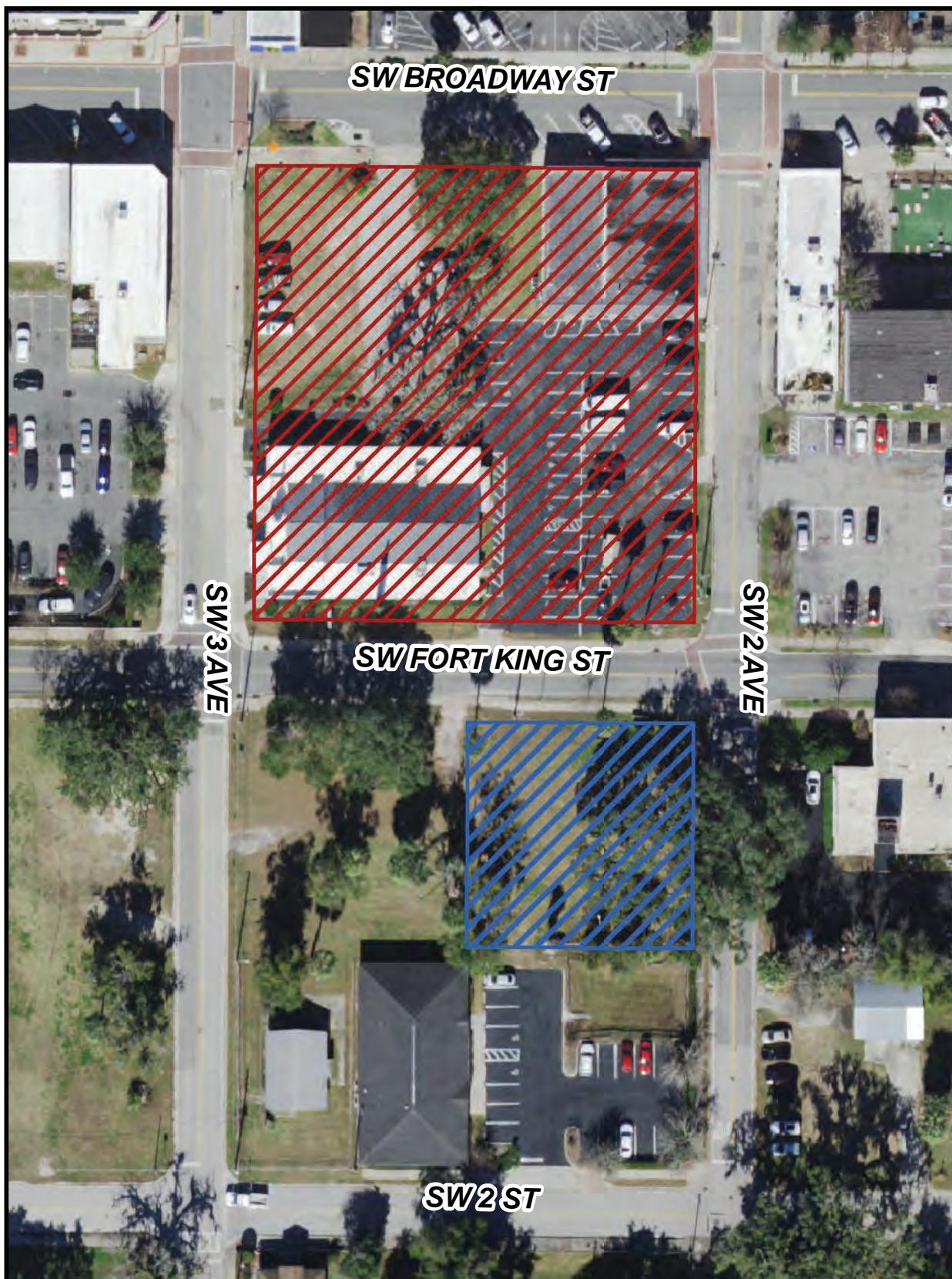
EXHIBIT B - Attachment #4

Exhibit B - Design Criteria Package



CONCEPTUAL ARCHITECTURE SITE PLAN

EXHIBIT B - Attachment #5



**Parking Garage
and
Lay Down Area**

- Parking Garage Construction
- Garage Construction Laydown



SSC Construction Management | 125 Northeast First Avenue | Suite 2 | FL, Ocala 34470
Tom Files | 352.816.7466 | tom@sscconstruction.com

RFP-ENG/240598

DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2

ENVELOPE #1



**City of Ocala
Procurement & Contracting
110 SE Watula Avenue | Third Floor | Ocala, FL 34471**

C - 1





June 7, 2024

City of Ocala Procurement & Contracting
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471

RE: Request for Proposal #: ENG/240598

Dear Selection Committee,

We are pleased with the opportunity to provide our Design-Build Proposal for the City of Ocala Parking Garage 2 Project.

We believe our Team Approach; built around qualified professionals in their respective trades, provides a wide range of experience and insight to ensure full depth perspectives for the Design and Construction of this Pre-Cast Concrete multi-story parking garage structure to support the needs of our Community. As the Lead of this Design-Build Team, and a resident of and Business Owner based in the City of Ocala, I am personally invested in the successful completion of this project.

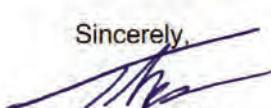
Based on the design parameters outlined in the RFP #: ENG/240598, we will meet or exceed all design requirements, including but not limited to the following: 800 parking spaces, plaza/public space, access locations as requested, service yard, and an exterior façade that blends with the surrounding community meeting the City of Ocala form-based code requirements.

As President of SSC Construction Management, LLC, I affirm the following:

1. I have read and understand all procedures and criteria associated with the submittal requirements.
2. Acknowledge receipt of this RFP #: ENG/240598 and understand that all terms and conditions contained herein may be incorporated into a mutually acceptable Agreement.
3. I shall have the authority on behalf of our Design-Build Team to submit our Proposal as well as negotiate and execute the Design-Build (or other mutually acceptable) Agreement.
4. My contact information is as follows: SSC Construction Management, LLC., 125 NE 1st Avenue, Ste. 2, Ocala, FL 34470, Phone: (352) 492-1338, Fax: (352)816-7466 Email Address: tfiles@sscconst.com.

Thank you again for the opportunity to provide our Proposal.

Sincerely,



Thomas Files
President

125 NE 1st Ave - Ste 2, Ocala, FL 34470 | Phone: 352-492-1338



TABLE OF CONTENTS

1	PROJECT TEAM
2	EXPERIENCE
3	APPROACH & PROCESS
4	PRICE PROPOSAL

**RFP
ENG
240598** 1
PROJECT TEAM



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PROJECT TEAM****TAB 1****PROJECT TEAM**

With a combined experience of over 40 years, our team has spearheaded the design and engineering of numerous structures, seamlessly blending functionality with innovative aesthetics. Our portfolio has projects ranging from urban developments to commercial complexes, showcasing our versatility and ingenuity.

Driving the construction phase is our seasoned Principal, Tom, a consummate professional with a penchant for efficiency and safety. With a career spanning three decades in the construction industry, Tom has overseen the realization of countless structures, navigating challenges with poise and expertise.

Supporting the core team are a cadre of skilled professionals, including project coordinators, procurement specialists, and sustainability experts, each contributing their unique expertise to ensure the project's success.

Collectively, our team's wealth of experience and unwavering dedication position us as the ideal partner for delivering a parking garage that not only meets but exceeds expectations. With a proven track record of excellence, we're poised to bring this visionary project to fruition, enriching the fabric of our city for generations to come.

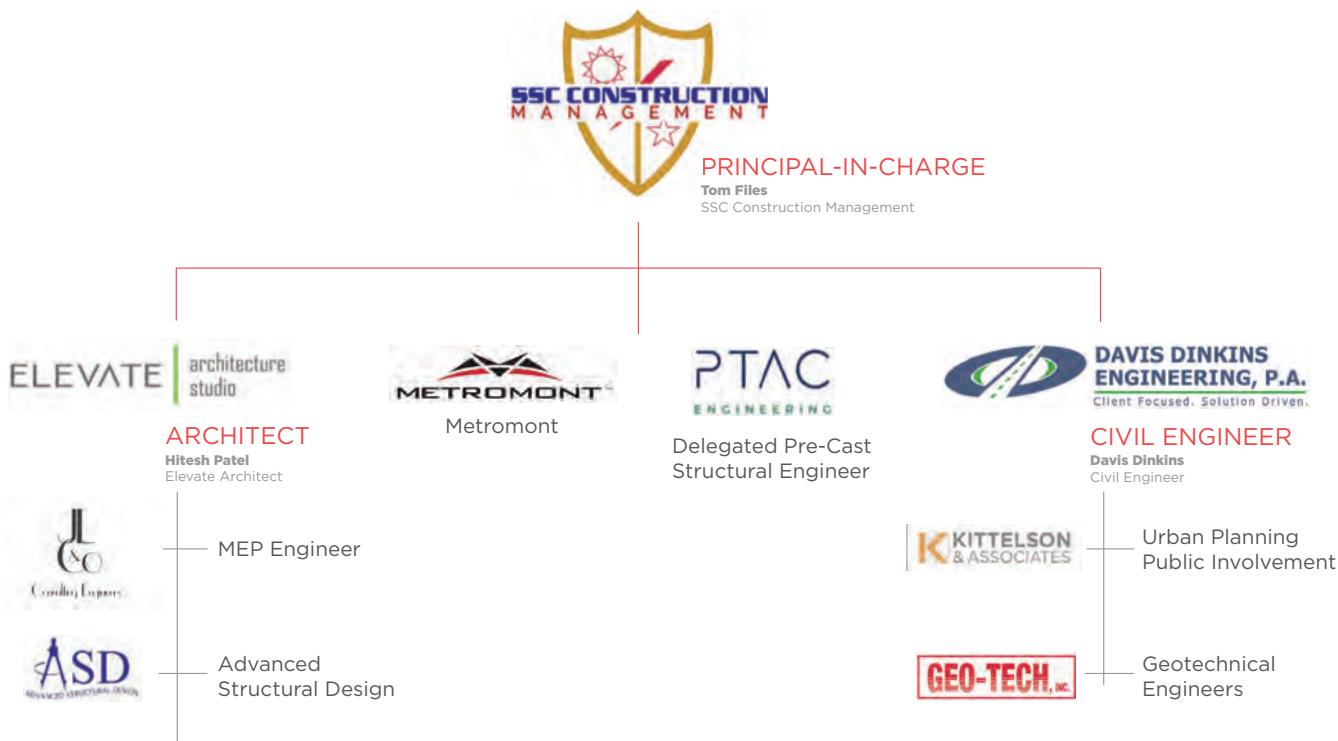
ORGANIZATIONAL CHART

Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PROJECT TEAM****TAB 1****TOM FILES | Founder & President**

CGC 1518580, Alabama Unlimited GC# 58991, LEED AP BD+C

Senior Project Manager | **50% - DESIGN/PRECONSTRUCTION****22 Years Experience with Elevated Precast Structural Components**

Project Responsibilities: Under Tom's guidance, he will grant final approval for the budget, subcontractor bidding procedures, negotiations, and billing. His active participation will extend to overseeing daily project operations, ensuring adherence to rigorous quality controls that prioritize safety standards. Tom's commitment spans from project initiation to completion.

**BRANDON BASS | Director of Construction**

University of Florida, Masters of Civil Engineering

CBC-0660328

Senior Project Manager | **50% - CONSTRUCTION****25 Years Experience with Elevated Precast Structural Components**

Project Responsibilities: Brandon will work closely with the project design-build team to strategize the scope and design of the Downtown Parking Garage. His duties include crafting a comprehensive budget and timeline, as well as handpicking the most suitable vendors. Throughout the construction phase, he will assume full administrative control, overseeing project management and the entire team. His primary focus will be on maintaining efficient production and ensuring that all deadlines are met promptly.



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PROJECT TEAM****TAB 1**

**DAVIS DINKINS
ENGINEERING, P.A.**
Client Focused. Solution Driven.

**DAVIS DINKINS, P.E. | President**

University of Florida, BS Civil Engineering
2003 PE Licensure #60058 (FL), FL Building Code Core
Principal Civil Engineer | **100% - DESIGN PHASE**

Davis will be the principal of the Ocala based firm of Davis Dinkins Engineering, P.A.. He has 25+ years of engineering experience in areas predominantly including utility, roadway, stormwater, and site planning and design. Davis has an extensive project work experience throughout Central Florida, many of which are within the City of Ocala. Davis has been and is the lead engineer for downtown Ocala redevelopment projects within the Form Based Code district. This specific local site knowledge adds value to the investment being made by the City.

Representative Project Experience:

- The District Bar and Grill, Ocala FBC (2023)
- AC Ocala, Ocala FBC (projected completion 2026)
- St Augustine VA, Flagler County (2022)
- Hilton, Ocoee FL (projected completion 2024)

**JOHN STANCIL, P.E. | Design Engineer**

University of Florida, BS Civil Engineering
2014 PE Licensure #77043

Design Civil Engineer | 100% - DESIGN PHASE

John will work with Davis and the team to resolve complex stormwater and other infrastructure challenges, and assist with leading the team of civil staff in construction plan preparation. He has 15+ years of experience in utility, roadway, stormwater, and site planning. John has worked with the firm since being founded in 2008 and has provided design support on many of the firms projects. Also being an Ocala native, his local site knowledge adds substantial expertise and value for the team.

Representative Project Experience:

- City of Ocala First Responder's Campus – Ocala (2018)
- S.E. 64th Avenue Stormwater Retrofit – Marion County (2023)
- Springhill Suites by Marriott, Ocala (2018)
- Ocala Genises, Ocala (2024)

Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PROJECT TEAM****TAB 1****JP WEESNER, PLA | Principal Urban Planner**

Harvard University, MS Landscape Architecture

University of Florida, BS Landscape Architecture

LA Licensures: FL #LA6666836 or #LA1070

Landscape Architect | 20% - PLANNING & PUBLIC INVOLVEMENT

John Paul "JP" Weesner, PLA is a practicing landscape architect whose urban-design and placemaking solutions harness the built environment to enrich community transportation solutions. For more than two decades, JP has brought this perspective to lead multimodal, active transportation and land use planning projects that apply context sensitive solutions, including complete streets, streetscapes, integrate public art, multimodal policy and green infrastructure implementation, city and neighborhood traffic calming, and lane repurposing for bicyclists and pedestrians. JP's projects rely on innovative, robust public engagement that focuses on building informed public consensus and leads to overarching community goals and project planning/design solutions that incorporate the access and mobility needs of all users to create great places.

Representative Project Experience:

- City of Jacksonville Beach Downtown Action Plan Implementation Plan - Jacksonville Beach, FL
- Orange Avenue (SR527) Corridor Study - Edgewood, FL
- Hickory Street Streetscape - Melbourne, FL

**KOK WAN MAH, P.E. | Associate Engineer**

University of Central Florida, BS Industrial Engineering

PE Licensure #56739

Associate Engineer | 20% - TRAFFIC, SIGNAGE & STRIPING

Kok Wan is an engineer experienced in countless aspects of transportation planning and engineering. His proficiencies encompass the preparation of traffic impact studies, parking management/feasibility studies, corridor operations analysis, safety audits, access management, analysis of intersection operations and safety, and other related traffic studies. Kok Wan also has extensive knowledge of Highway Capacity Software such as Synchro, SimTraffic, SIDRA, and Cube.

Representative Project Experience:

- Baton Rouge Parking Feasibility Study - Baton Rouge, LA
- Port Canaveral Port Authority Parking Study - Brevard County, FL
- The Yard - Orlando, FL
- Sanford Hotel and Conference Center - Sanford, FL

Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PROJECT TEAM****TAB 1****HITESH PATEL | CEO, Founding Partner**

University of Tennessee

AIA / NCARB - Registered Architect in FL

Lead Architect | **30%**

Hitesh Patel founded ELEVATE Architecture Studio after 14 years of experience in the architecture industry working at firms specializing in multifamily, commercial and retail design. His most recent role, prior to founding ELEVATE Architecture Studio as a Plan Review Manager at InterContinental Hotels Group (IHG) has allowed him to better understand the requirements of owners within the hospitality industry. Hitesh's portfolio of work includes multifamily, mixed-use, student housing, and hospitality projects.

**NITIN PATEL | Principal, Partner**

University of Las Vegas

NCARB

Architect | **30%**

Nitin brings a variety of experience to ELEVATE gleaned from his 9 years of working in multiple firms focused in multifamily, retail, commercial and hospitality projects. With this experience comes a full understanding of the development process, allowing him to maximize client budgets without compromising design excellence. Growing up in a family of hoteliers, Nitin was immersed in the day-to-day operations of hotel management and development inspiring

**TATE WRIGHT | Project Manager**

Auburn University

LEED AP, B+C, BIM

Architect | **30%**

Tate has over 16 years of experience in mixed-use, residential, renovation, & hospitality projects. She can manage projects through all phases of design and construction and has worked with a variety of construction types in all climate zone. From single family homes to high rise projects, she adds value to projects through her strong communication skills and calm professional guidance. Tate contributes years of project team coordination, LEED AP, B+C, BIM management & training as well as firm recruitment and mentorship.



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PROJECT TEAM****TAB 1****ADAM BARNEY, P.E. | Principal**

University of Central Florida
P.E. Licensure in FL

Mechanical Engineer | **30%**

Adam has more than 20 years of professional experience in mechanical engineering. His specialization is in the commercial and industrial mechanical design of HVAC, plumbing, and mechanical systems. Adam strives to incorporate an efficient and effective approach to mechanical systems that are elegant and innovative to provide an aesthetic, cost effective, and practical solution. He has worked on projects for clients such as Walt Disney World, Homewood Suites and UPS. In addition, he has been involved in the design of mechanical systems for a variety of hotel, restaurant, residential / commercial buildings, and numerous aviation facilities.

**BLAKE SUDDEH, P.E. | Principal**

Clemson University
P.E. Licensure in FL

Electrical Engineer | **30%**

Blake has more than 20 years of professional experience in electrical engineering. His specialization is in the commercial and industrial electrical design of power distribution, lighting (photometrics), fire alarm, and electrical systems. He has also designed electrical power substations ranging from 4kV – 230. Blake has been involved in the design of electrical systems for a variety of hotel, restaurant, residential and commercial buildings as well as numerous aviation facilities. He strives to incorporate energy efficient designs to provide the clients with more cost-effective solutions.

**JORDAN CASE | Principal**

University of Central Florida
P.E. Licensure in FL

Civil Engineer | **30%**

Jordan graduated from the University of Central Florida with a B.S. and M.S. in Civil Engineering and has 10 years of experience in the structural engineering field. For the better part of the last decade, Jordan has specialized in the multi-family market and designed projects utilizing every type of construction material. His work ethic and knowledge have produced cost effective and practical designs for his clients. When clients started to request the adoption of BIM softwares, Jordan led the transition from AutoCAD to Revit.

Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PROJECT TEAM****TAB 1****CARLOS HERNANDEZ | Principal**

University of Central Florida

P.E. Licensure in FL

Structural Engineer | **100%**

Carlos Hernandez is a Principal at Advanced Structural Design, Inc. with 25 years of experience in various aspects of project management, structural engineering analysis and Inspection. He has served as the engineer of record for several projects located in Orlando and the surrounding areas. His experience and attention to detail allows for an accurate delivery of construction documents. He stays involved throughout the entire process to ensure a successful project for all the stakeholders.

**SCOTT A. WEIK | Sales & Business Development**

University of Florida | General Contractor CGC059194, LEED

Accredited Professional, OSHA 10 Hour Safety, CPR/AED

Project Position | **30%**

A member of the Metromont team for five years, Scott Weik has 30 years of experience in the construction industry. Prior to joining the Metromont team, Scott worked for some of the largest and most well-respected commercial construction firms in the State of Florida. At these firms, Scott has held nearly every position in the company from Project Engineer to Project Executive to VP of Preconstruction. Since all his projects were provided utilizing either a Construction Management or Design/Build delivery method, Scott understands the importance and unique aspect of what each team member brings to the table.

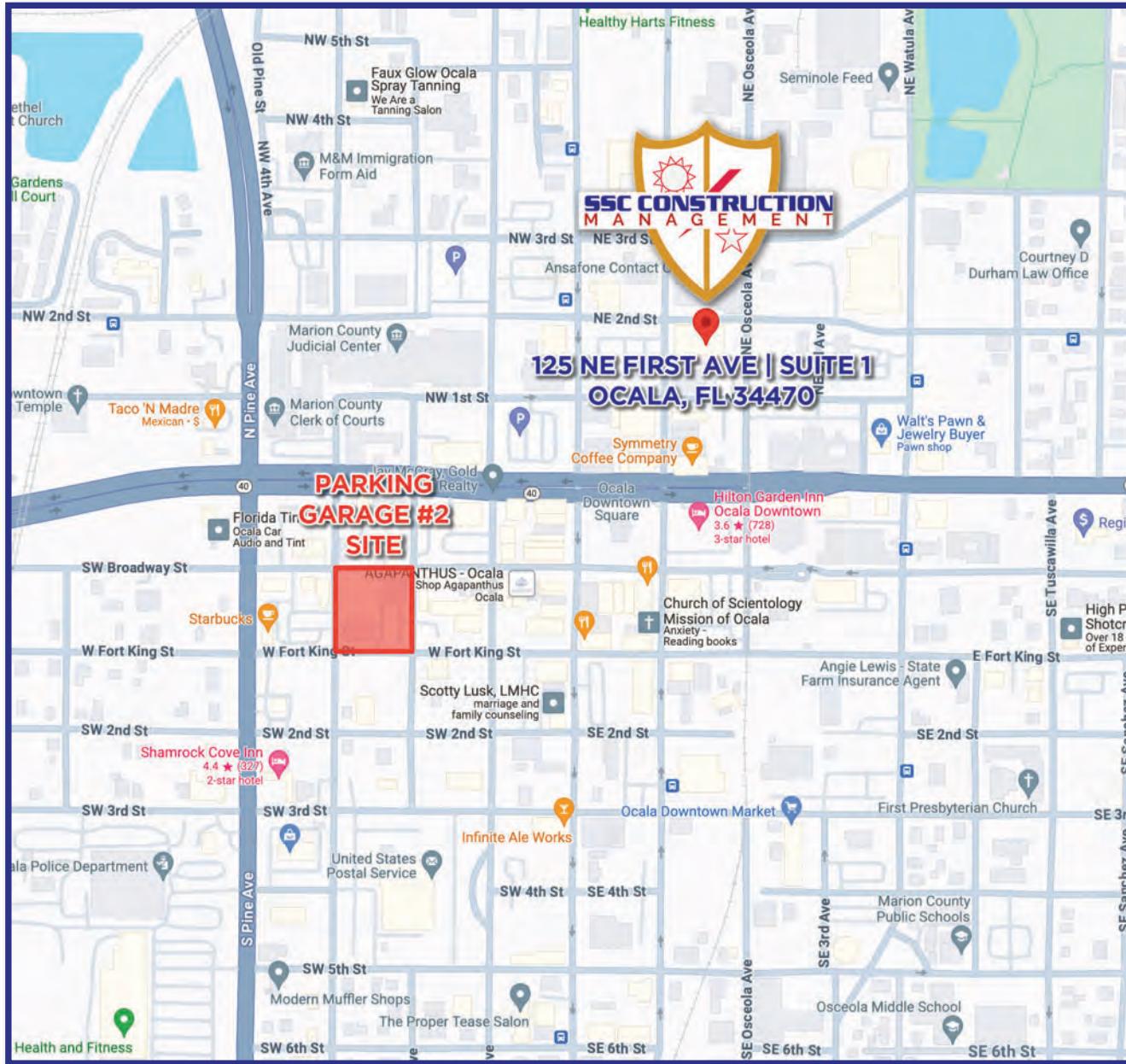


Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598

RFP ENG/240598: DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2

LOCATION

TAB 1



PRINCIPAL OFFICE LOCATION

SSC Construction Management is located approximately **.42 miles** from Parking Garage #2 site.



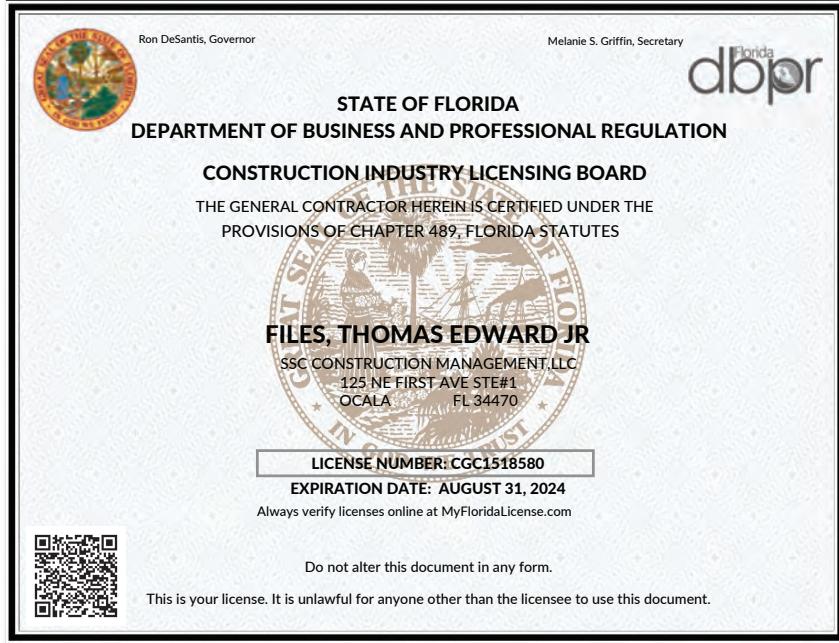
Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**LICENSES TAB 1**

Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**LICENSES TAB 1**

STATE	TYPE OF LICENSE	OTHER INFO
FL	Certified General Contractor	Tom Files as qualifer.
AL	Unlimited General Contractor	License is issued under SSC with Tom as the qualifer.
NASCLA	General Contractor	Allows Tom Files to become licensed in accepting states, would still need to go thru the licensing process. NASCLA Map below.

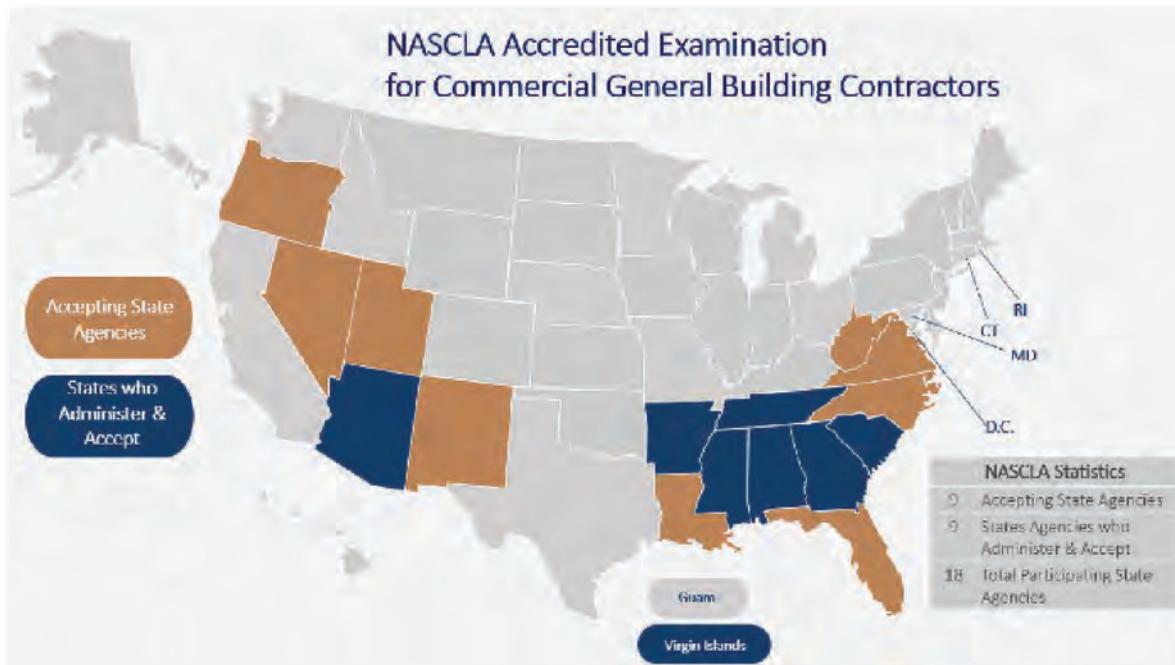


Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598

RFP ENG/240598: DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2

INSURANCE

TAB 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sterling Seacrest Pritchard, Inc.
3111 W Dr Martin Luther King Jr Blvd
Suite 350
Tampa FL 33607

LICENSE# T0726

SSCCONS-01

INSURED
SSC Construction Management, LLC
125 NE 1st Ave
Suite 2
Ocala FL 34470

CONTACT NAME: Tom Mandel
PHONE (A/C. No. Ext): 813-498-6273
FAX (A/C. No.):
E-MAIL: tmandel@sspcins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity Co of America

25666

INSURER B: St Paul Guardian Insurance Co

24775

INSURER C: Travelers Casualty & Surety Company of America

19038

INSURER D: Travelers Property Casualty Co of America

25674

INSURER E: Lexington Insurance Co

19437

INSURER F:

COVERAGE

CERTIFICATE NUMBER: 529377145

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL/SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	DT-CO-3Y985527-TIA-24	6/5/2024	6/5/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex-occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employer Benefits Ag \$ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY Hired AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	BA-3Y987705-24-26-C	6/5/2024	6/5/2025	COMBINED SINGLE LIMIT (Ex-accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	X UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	Y- Y	CUP-3Y988173-24-26	6/5/2024	6/5/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3Y987072-24-26-G	6/5/2024	6/5/2025
E	Professional Liability		12680022-A	6/5/2024	6/5/2025	Each Claim Policy Aggregate \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Ocala 201 SE 3rd ST OCALA, FL 34471 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	

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ACORD 25 (2016/03)

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Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598

RFP ENG/240598: DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2

BONDING TAB 1



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond**CONTRACTOR:**

(Name, legal status and address)

SSC Construction Management, LLC
125 NE 1st Ave, Suite 2
Ocala, FL 34470

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main St., Suite 800
Kansas City, MO 64105

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

Mailing Address for Notices**OWNER:**

(Name, legal status and address)

City of Ocala
110 SE Watula Ave., 3rd Floor
Ocala, FL 34471

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid**PROJECT:**

(Name, location or address, and Project number, if any)

Design-Build Services for Downtown Parking Garage #2
RFP #: ENG/240598

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of June, 2024

Dustin N. Juley
(Name)

SSC Construction Management, LLC
(Principal) *(Seal)*

Kari Schmorr
(Name) **Kari Schmorr, Account Manager**

By: *(Signature)* *(Title)*

Swiss Re Corporate Solutions America Insurance Corporation
(Surety) *(Seal)*

By: *(Signature)* *(Title)*
James N. Congilio Attorney-in-Fact
Surety Phone No. 813-498-6275

S-0054/AS 8/10



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598

RFP ENG/240598: DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2

BONDING TAB 1



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAMES C. CONGELIO and JAMES N. CONGELIO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking, or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By _____
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
 of SRCSPIC & Senior Vice President of WIC

By _____
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
 & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

the 24th day of MAY, 20 23

Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 24th day of MAY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10 day of June, 20 24.

Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC



**RFP
ENG
240598** 2
EXPERIENCE



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2EXPERIENCE TAB **2****SPARTANBURG COUNTY
JUDICIAL CENTER
PARKING GARAGE****Spartanburg, SC****Owner: Spartanburg County****Precast Concrete Cost: \$4,500,000****Final Completion - 2022****NOTEWORTHY:**

600 PARKING SPOTS
161,441 SQ FT
PRECAST CONCRETE

The Spartanburg County Judicial Center Parking Garage is a design-build project located in downtown Spartanburg, SC.

Developed to serve Spartanburg County's new Judicial Center, the parking garage features five elevated levels of precast concrete and provides 600 new spaces for employees and visitors to the Judicial Center.

Metromont's Greenville and Spartanburg manufacturing facilities produced 161,441 SF of precast concrete for the garage, which features an exterior façade with moderate sandblast finish and cast-in thin brick, an architectural glass element with pedestrian access to and from the deck, and an additional 65 spaces of surface parking.



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**EXPERIENCE TAB 2****SCIENCE MUSEUM OF VIRGINIA PARKING GARAGE****Richmond, VA****Owner: City of Richmond, VA****Precast Concrete Cost: \$4,500,000****Final Completion - 2022****PROJECT DETAILS**

- Three Elevated Levels Precast Concrete
- 101,000 SQ FT
- 3 month completion
- 400 Parking Spaces

The existing surface-lot parking for the Science Museum of Virginia (SMV) was at a premium, so the City of Richmond decided to replace the surface lot with a new precast concrete parking garage that would provide increased parking capacity, improve parking quality for visitors to the SMV, and be more user-friendly to the community.

A precast concrete design provided the cost-efficiency, speed of construction, and openness desired by the City of Richmond for the new SMV parking deck. Metromont's Richmond manufacturing facility produced nearly 101,000 SF of precast concrete for the garage, completing precast assembly in just two months.



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**EXPERIENCE TAB 2****GAINSEVILLE NORTH PARKING DECK****Gainesville, GA****Owner: City of Gainesville, GA****Precast Concrete Cost: \$4,500,000****Final Completion - 2022****PROJECT DETAILS**

- Six Elevated Levels Precast Concrete
- 132,150 SQ FT
- 506 Pieces of Precast Concrete
- 410 Parking Spaces

A vibrant, revitalized downtown might be every city's dream, but a lack of adequate parking can quickly become a source of frustration for residents and visitors.

To support its continued growth and revitalization plans, the City of Gainesville proposed a parking deck project on the north end of the downtown square. Located across the street from the Gainesville Library, the new Gainesville North Parking Deck is a 132,150-SF, seven-level precast concrete parking structure that provides 410 new parking spaces for visitors to Gainesville's thriving downtown.



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**EXPERIENCE TAB 2****HORIZON WEST BAY
LARGO CITY HALL &
PARKING GARAGE****Largo, FL****Owner: City of Largo****Precast Concrete Cost: \$4,500,000****Final Completion - 2022****NOTEWORTHY:****300 PARKING SPOTS****127,000 SQ FT
PRECAST CONCRETE**

Located in Largo, FL, the new Horizon West Bay Largo City Hall mixed-use development is a \$70 million project that encompasses a new City Hall, retail space, and a parking garage. The new City Hall is part of efforts to revitalize downtown and will include 18,000 SF of ground floor commercial space, public plaza, and five-level precast concrete parking garage with more than 300 spaces.

Produced by Metromont's Bartow team, the parking garage will offer 6,000 SF of retail space facing the plaza that will be ideal for restaurants and microbreweries. Metromont produced nearly 127,000 SF of precast concrete for the garage with a medium sandblast and form finish.

Metromont also produced nearly 17,000 SF of architectural precast cladding for the new city hall building. Designed by ASD |Sky, the project features a modern building design that will be platinum GREEN certified and will include solar panels, a water harvesting system, and retractable walls for an indoor and outdoor experience.



SEMINOLE COUNTY JUSTICE ANNEX & PARKING GARAGE

Seminole County

Owner: Seminole County

Precast Concrete Cost: \$3,700,000

Final Completion - 2021

NOTEWORTHY:

**93,117^{SQ}
FT
PRECAST CONCRETE
5 LEVELS**

The Seminole County Justice Center Annex and Parking Garage projects mark phase one of a 10- year master plan to build out a new campus for the existing Seminole County justice and emergency services complex.

The 105,000 SF Justice Center Annex was originally designed as precast cladding with a structural steel frame, but was converted to a total precast design, saving the design team both time and money. Metromont provided architectural, load bearing wall panels with multiple colors and finishes and integral projections.

The floor and roof system is made up of 93,117 SF of double tees. Metromont is also providing a 5-level total precast parking garage. The projects were completed in May 2023.



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**EXPERIENCE TAB 2****ToHo SQUARE PARKING DECK****Kissimmee, FL****City of Kissimmee****Precast Concrete Cost: \$2,400,000****Final Completion - 2017****PROJECT DETAILS**

- Two Elevated Levels Precast Concrete
- 83,000 SQ FT
- Form Finish Painted by Others
- Thin Set Brick, Brick Formliner, Field-Attached Trim & Architectural Features

Located in historic downtown Kissimmee, FL, the ToHo Square Parking Deck is a three-level parking garage with two elevated levels of precast concrete and an exterior façade that replicates the surrounding retail structures. Metromont's Bartow, FL manufacturing facility produced nearly 83,000 square feet of structural precast concrete for the design-build ToHo Square parking garage.

The exterior façade of the garage was painted; however, it also featured thin-set brick, a brick formliner, and field attached trim, cornices, and other architectural features. The result was an exterior façade that blends with the surrounding retail architecture of Kissimmee's downtown area.



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**EXPERIENCE TAB 2****MIAMI-DADE COUNTY
HEALTH DEPARTMENT
PARKING GARAGE****Miami, FL****Owner: Florida Department of Health****Precast Concrete Cost: \$3,000,000****Final Completion - 2013****PROJECT DETAILS**

- Seven Level Precast Garage
- 130,422 Elevated SQ FT of Precast Concrete
- Two Different Colors
- Sandblast Finishes
- Reveals, Recesses, Formliner

Located in Miami, the Miami-Dade County Health Department Parking Garage is a seven-level precast concrete structure that includes 130,422 elevated square feet of precast and serves the Miami Department of Health Office Building.

The use of total precast with integral colored concrete reduced construction cost, minimized on-site disturbance, and provided a high-end quality product with a reduction on exterior maintenance cost. The exterior is comprised of two different colors with sandblast finishes, reveals, recesses and formliner.



DORAL CITY HALL OFFICE BUILDING & PARKING GARAGE

Doral, FL

Owner: Flagler Real Estate Development

Precast Concrete Cost: \$2,300,000

Final Completion - 2012

PROJECT DETAILS

- 250-space parking structure
- Architectural precast wall panel
- Form Finish Painted by Others
- Thin Set Brick, Brick Formliner, Field-Attached Trim & Architectural Features

Doral City Hall, a LEED Silver, 3-story office building in Doral, FL, was among the first undertakings in a multi-stage plan to create a new Downtown Doral. Metromont was commissioned to provide architectural precast concrete components and erection services for the 3-story (250-space) parking garage and city hall office building (62,317 SF) project. The use of architectural precast cladding offered durability while also meeting the design team's budget and desired aesthetic.

The use of multiple colors, finishes, and exposed coquina shell provided a modern twist on classic design elements. Curved architectural precast concrete panels and columns make up the 3-story rotunda entryway. Integral colored concrete accented with reveals, recesses, cornices, columns, and corbels finish out Doral's City Hall Office Building.



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**EXPERIENCE****TAB****2****SIMILAR PARKING GARAGE PROJECTS**

Completed within the last 5 years

**State of FL EOC
Tallahassee, FL**Project Type: Walls | **SQ FT: 91,813**

Completed: FEB 2024

Delivery Method: Negotiated

**1st Avenue Public Garage
Naples, FL**Project Type: Parking Deck | **SQ FT: 92,937**

Completed: NOV 2023

Delivery Method: CM at Risk

**Tyndall WEG HQ Maintenance Hanger
Panama City Beach, FL**Project Type: Walls | **SQ FT: 37,830**

Completed: FEB 2023

Delivery Method: Negotiated

**Orion 180 Parking Garage
Melbourne, FL**Project Type: Parking Deck | **SQ FT: 100,352**

Completed: 2023

Delivery Method: Design Build

**Tyndall AFB ZN2 FTM
Panama City, FL**Project Type: Walls | **SQ FT: 18,617**

Completed: JAN 2023

Delivery Method: Negotiated

**Tyndall AFB ZN5 - CE Maintenance
Panama City, FL**Project Type: Walls | **SQ FT: 31,601**

Completed: DEC 2022

Delivery Method: Negotiated

**Tyndall AFB ZN5 - LRS Vehicle Maintenance
Panama City, FL**Project Type: Walls | **SQ FT: 16,730**

Completed: DEC 2022

Delivery Method: Negotiated

**ICO HQ Facility - Utilities Area
Cape Canaveral, FL**Project Type: Walls | **SQ FT: 17,066**

Completed: NOV 2022

Delivery Method: Negotiated

**Tyndall AFB Subscale Drone Facility EPS Bldg
Pensacola, FL**Project Type: Walls | **SQ FT: 18,088**

Completed: NOV 2022

Delivery Method: Negotiated

**ICO HQ Facility - Main Building
Cape Canaveral, FL**Project Type: Walls | **SQ FT: 29,376**

Completed: NOV 2022

Delivery Method: Negotiated

**Tyndall AFB ZN5 - LRS Supply WH
Panama City, FL**Project Type: Walls | **SQ FT: 45,465**

Completed: DEC 2022

Delivery Method: Negotiated

**PBC Supervisor of Elections PD
West Palm Beach, FL**Project Type: Parking Deck | **SQ FT: 67,876**

Completed: FEB 2022

Delivery Method: CM at Risk

**Hannah Avenue Parking Garage
Tampa, FL**Project Type: Parking Deck | **SQ FT: 146,225**

Completed: NOV 2021

Delivery Method: Plans & Specs

**Seminole County Justice Parking Garage
Sanford, FL**Project Type: Parking Deck | **SQ FT: 149,974**

Completed: FEB 2021

Delivery Method: Design Build

**The Bohemian PD
Lake Worth, FL**Project Type: Parking Deck | **SQ FT: 94,729**

Completed: APR 2021

Delivery Method: CM at Risk

**Miami Lakes Automall PD
Miami Lakes, FL**Project Type: Parking Deck | **SQ FT: 347,701**

Completed: AUG 2020

Delivery Method: CM at Risk

**P426 Parking Garage
Mayport, FL**Project Type: Parking Deck | **SQ FT: 360,926**

Completed: APR 2019

Delivery Method: Design Build

**Mariana Walk Parking Garage
St. Petersburg, FL**Project Type: Parking Deck | **SQ FT: 111,871**

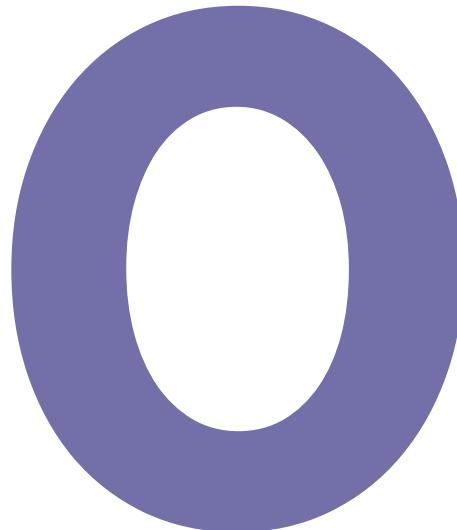
Completed: APR 2019

Delivery Method: Design Build



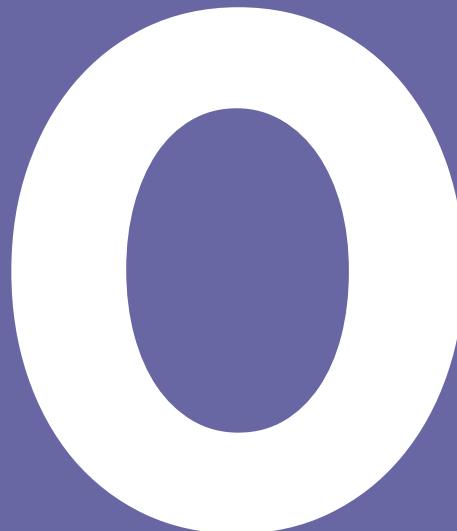
CONTRACTS TERMINATED

SSC Construction Management has had zero contracts or subcontracts awarded that were terminated prior to completion within the last five (5) years.



LITIGATION/ARBITRATION CLAIMS

SSC Construction Management has had zero claims arising from a contract which have resulted in litigation or arbitration in the last five (5) years.





SSC Construction Management | 125 Northeast First Avenue | Suite 2 | FL, Ocala 34470
Tom Files | 352.816.7466 | tom@sscconstruction.com

RFP-ENG/240598

DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2

ENVELOPE #2



**City of Ocala
Procurement & Contracting
110 SE Watula Avenue | Third Floor | Ocala, FL 34471**

RFP ENG 240598

3

APPROACH & PROCESS



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**APPROACH & PROCESS**

TAB

3**MANPOWER & MATERIALS**

The Design-Build approach provides expedited project delivery when properly executed. Our experienced Team specialize in their professions and has a history of working seamlessly together on successful projects. Our team is composed of specialized parking design, development, construction management, and planning professionals. We coordinate well and openly which will assure the city of a seamless, transparent, and cooperative process. Our highly qualified team is experienced and committed to deliver a marquee project for the Citizens of the City of Ocala. The goal is to provide the City of Ocala with a parking facility that meets or exceeds its design requirements, provides the City with a marquee project, and importantly add value.

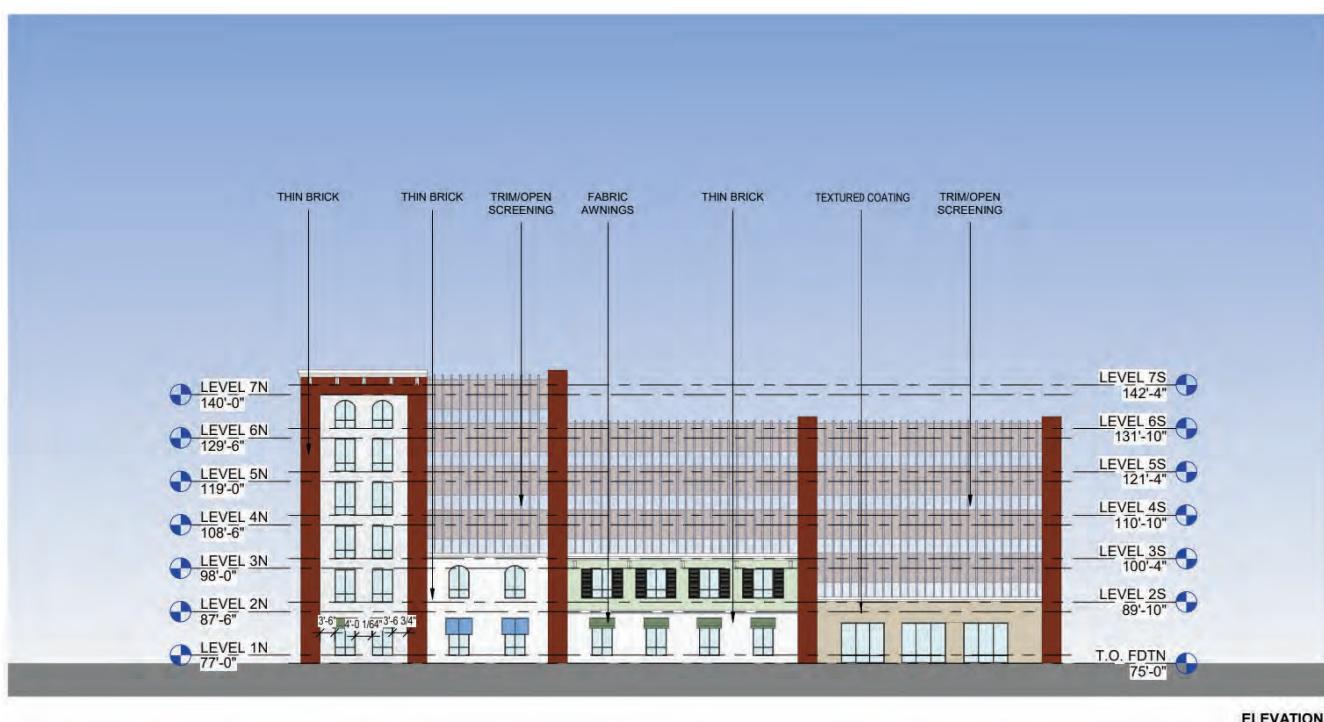
Our Team utilizes state-of-the-art technology and stays abreast of the latest trends in parking facility design. REVIT as well as the use of

Building Information Modeling (BIM) is essential for our Team to review and predict any potential design conflicts. This also will allow the City to be connected to the process in real time throughout the duration of the project.

Our Team shall provide a single drawing package, inclusive of site improvement, architectural/engineering, and casting/erecting drawings. This joint effort throughout the design phase shall minimize the time from design commencement to construction commencement.

EXPERIENCE

Not only does our team have specific experience with parking structures and pre-cast construction, we have unique and unparalleled experience in downtown Ocala with completed and ongoing projects within the Form Based Code district.



OCALA PARKING DECK
OCALA, FL
RFP • 06/04/2024

ELEVATE | architecture studio



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**APPROACH & PROCESS**

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Provided an efficient use of the site and meet the city requirements, meeting the intent of the Form Based Code, while providing plaza and public interaction space has the ability to activate that area for blocks around. This activity can rejuvenate business interest in that portion of downtown Ocala. Our Team will work closely with the City of Ocala to efficiently blend the parking facility design.

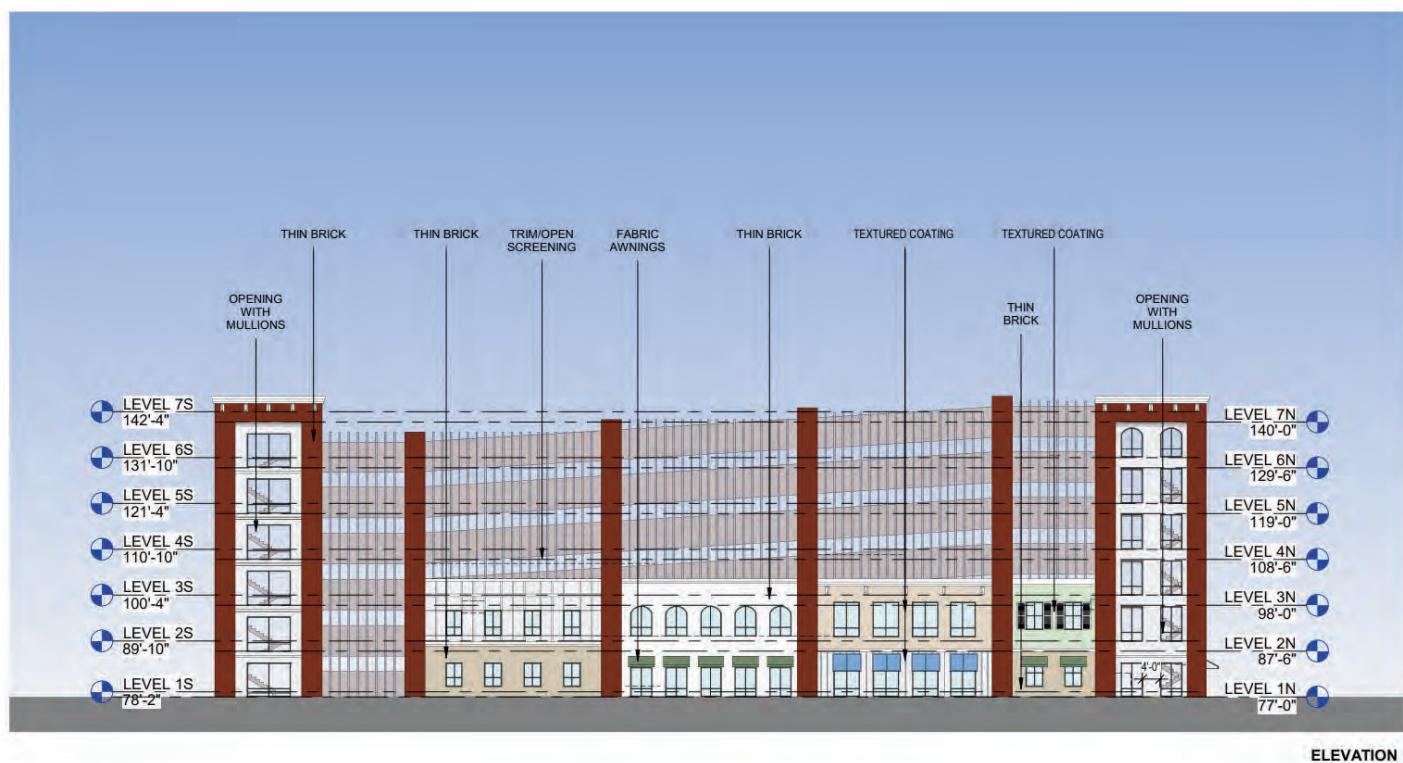
Our innovative team has already identified several opportunities to save cost, add value, and increase operational efficiencies. For example, the base pricing includes a similar façade treatment on all four sides. The façade on the minor streets could be reduced to save costs.

Our team is currently working in proximity and coordinated mobilization and adjusted timelines

that still achieve the same opening date (or sooner), could generate project savings as well.

While there are many things that can be discussed during further design, gaining operational efficiencies will be a primary consideration. Options such as adding a speed ramp to access the upper parking levels could greatly benefit the community as it would allow quicker access to the higher levels while removing potential conflict movements with only interior circulation. Similarly consideration given to valet striping certain areas for leased spaces may reduce overall structure (and costs), or add additional spaces available for public and business use.

With the pending re-alignment of Broadway and potential introduction of raised intersections for traffic calming and pedestrian connectivity,

**OCALA PARKING DECK**

OCALA, FL

RFP • 06/04/2024

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Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**APPROACH & PROCESS**

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a reorientation of the garage footprint and potential secondary access location could create a public plaza space on the north side that could extend the reach of downtown events such as art festivals and create a more interactive and vibrant downtown corridor. Our team includes a renowned urban planner to assist with the public involvement where these solutions will be discussed and input from stakeholders will be welcomed.

As previously stated, our Team members are knowledgeable and experienced with adhering to the current codes and standards not only associated with general construction but also those applicable to the City of Ocala. Our Team is committed to following all applicable quality standards and building codes and shall incorporate all current codes and standards into our design. Additionally, third-party companies shall be responsible for the following: (1) Threshold inspections of the work as required by the applicable building codes as it progresses, (2) materials testing for soils, and (3) materials testing for concrete and other in place materials incorporated into the project during construction.

MOT & SAFETY

Safety and Maintenance of Traffic planning are a primary consideration, and we are used to working in downtown urban environments, and with the many challenges and opportunities that

creates. A full MOT plan for both temporary and permanent road and pedestrian detours will be provided, implemented, and maintained throughout construction.

The critical path will be discussed during contract negotiations. Design Development and Jurisdictional approvals will be the next targeted activity taking the plans from schematic design (SD's), to design documents (DD's) and ultimately construction documents (CD's). Additional geotechnical testing should be performed once loading criteria and bearing elements have been memorialized. This will allow the DB team to facilitate recommendations and explore recommendations to implement the most cost advantageous program to establish increased bearing pressures. This program must be complete prior to the implementation of foundations and is a critical milestone. Casting will take approximately 3 months and is also a critical milestone as all activities related to the project will rely on the superstructure elements. All long lead items such as the elevator and switchgear will be accelerated for approval and necessary deposits will be collected in advance to ensure the components of the garage are available when needed for a targeted turnover.



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RFP ENG/240598: DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2

APPROACH & PROCESS

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Ocala Parking Garage 2



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TAB

3**Ocala Parking Garage 2 - Preliminary Schedule**

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Ocala Parking Garage 2 - Preliminary Schedule

ID	Task Name	Duration	Start	Finish
1	1 Ocala Parking Garage 2 - Overall Project Duration	718 days	Mon 5/20/24	Thu 2/11/27
2	2 PRE-CONSTRUCTION / DESIGN DEVELOPMENT PHASE - Owner/Design Team	661 days	Mon 5/20/24	Tue 11/24/26
3	3 Mandatory Pre-Proposal Meeting	1 day	Mon 5/20/24	Mon 5/20/24
4	4 Deadline for Solicitation Clarification and Questions	1 day	Fri 5/31/24	Fri 5/31/24
5	5 Proposal Submission Deadline	1 day	Fri 6/7/24	Fri 6/7/24
6	6 Administrative Review of Proposals	7 days	Sat 6/8/24	Sat 6/15/24
7	7 Evaluation Committee Meeting and Step One Preliminary Scoring	5 days	Sun 6/16/24	Thu 6/20/24
8	8 Announcement of Advancing Shortlisted Firms and Interviews (if required)	1 day	Fri 6/21/24	Fri 6/21/24
9	9 Oral Presentations by Shortlisted Firms and Interviews (if required)	5 days	Mon 7/8/24	Fri 7/12/24
10	10 Final Scoring/Ranking and Posting of Recommended Firm	1 day	Fri 7/19/24	Fri 7/19/24
11	11 Contract Preparation and Negotiations	4 days	Sat 6/22/24	Wed 6/26/24
12	12 City Council Award and Approval Date	1 day	Tue 8/20/24	Tue 8/20/24
13	13 Contract Execution	1 day	Tue 8/20/24	Tue 8/20/24
14	14 Notice To Proceed	1 day	Wed 8/21/24	Wed 8/21/24
15	15 Kick-Off Meeting	16 days	Mon 9/2/24	Mon 9/23/24
16	16 First Public Meeting	1 day	Tue 10/1/24	Tue 10/1/24
17	17 Second Public Meeting	1 day	Mon 11/4/24	Mon 11/4/24
18	18 Site Demolition Permit	0 days	Mon 11/11/24	Mon 11/11/24
19	19 Final Garage Design Submittal	1 day	Mon 12/9/24	Mon 12/9/24
20	20 Design Development Drawings	1 day	Mon 12/30/24	Mon 12/30/24
21	21 Building Permit	1 day	Mon 1/6/25	Mon 1/6/25
22	22 Certificate of Occupancy	1 day	Mon 3/2/26	Mon 3/2/26
23	23 Design Phase	98 days	Wed 8/21/24	Fri 1/3/25
24	24 SD 30%	24 days	Wed 8/21/24	Mon 9/23/24
25	25 DD 60%	55 days	Tue 9/24/24	Mon 12/9/24
26	26 CD's 100%	19 days	Tue 12/10/24	Fri 1/3/25
27	27 Pre-cast Design	98 days	Wed 8/21/24	Fri 1/3/25
28	28 CONSTRUCTION PHASE	545 days	Mon 2/5/24	Mon 3/2/26
29	29 Casting	90 days	Mon 1/6/25	Fri 5/9/25
30	30 Early Releases	5 days	Mon 2/5/24	Fri 2/9/24
31	31 Site Demo/Excavation/Import	40 days	Mon 11/11/24	Fri 1/3/25
32	32 Soils Improvements	36 days	Mon 1/6/25	Mon 2/24/25
33	33 Site/Pad Prep/Storm Tie Ins	7 days	Tue 2/25/25	Wed 3/5/25
34	34 Foundations/Elevator Pits	40 days	Tue 3/4/25	Mon 4/28/25
35	35 Pre-cast Framing Level 1	10 days	Tue 4/29/25	Mon 5/12/25
36	36 Pre-cast Framing Level 2	10 days	Tue 5/13/25	Mon 5/26/25
37	37 Precast Framing Level 3	10 days	Tue 5/27/25	Mon 6/9/25
38	38 Precast Framing Level 4	10 days	Tue 6/10/25	Mon 6/23/25
39	39 Precast Framing Level 5	10 days	Tue 6/24/25	Mon 7/7/25
40	40 Precast Framing Level 6	10 days	Tue 7/8/25	Mon 7/21/25
41	41 Precast Framing Level 7	6 days	Tue 7/22/25	Tue 7/29/25
42	42 MEP FP Underground and Deck Rough-Ins	10 days	Wed 7/30/25	Tue 8/12/25
43	43 Concrete S.O.G.	30 days	Wed 8/13/25	Tue 9/23/25
44	44 Caulking	15 days	Wed 7/30/25	Tue 8/19/25
45	45 Roofing	15 days	Wed 8/20/25	Tue 9/9/25
46	46 Installation of Handrails (Grabrails?)	15 days	Wed 7/30/25	Tue 8/19/25
47	47 Installation of steel for Elevator	5 days	Wed 7/30/25	Tue 8/5/25
48	48 Installation of Elevators/Inspections	45 days	Wed 8/6/25	Tue 10/7/25
49	49 MEP & FP Trim Outs	37 days	Wed 10/8/25	Thu 11/27/25
50	50 Railings	25 days	Wed 10/8/25	Tue 11/11/25
51	51 Hardscapes	38 days	Wed 11/12/25	Fri 1/2/26
52	52 Signage Striping and Finishes	12 days	Mon 1/5/26	Tue 1/20/26
53	53 Final Inspections and C.O.	1 day	Mon 3/2/26	Mon 3/2/26



**RFP
ENG
240598 4
PRICE PROPOSAL**



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PRICE PROPOSAL TAB****4****Division 1: General Conditions and Supervision**

1. All Supervision required to oversee the construction development.
2. Two security/timelapse cameras. Locations to be coordinated with the City of Ocala.
3. Material Testing & density testing. Threshold & Quality assurance testing fees are in Allowances.
4. Insurance cost are covered in the G.C.'s as outlined and requested as apart of the RFP.
5. All Equipment rentals including office, fencing, chemical toilets, lifts, dumpsters, forklifts, and misc. equipment.
6. M.O.T. for traffic on and around the jobsite for project duration.
7. Storage trailers located at offsite laydown yard. The fencing of the laydown yard is included.
8. Layout and As-builts for all improvements.

Division 2: Siteworks

1. Demolition- Remaining slabs, foundations, underground utilities etc.
2. An allowance of \$200,000.00 is included for the anticipated soils improvement requirements of the site. Relative to additional geo-technical investigation and established loading criteria this allowance may be required to be modified based on final geotechnical engineering recommendations.
3. Landscaping/Irrigation- Complete. Irrigation meter or connection to be supplied by the City.
4. Sitework- storm water, fire and potable water, electrical secondaries, conduits for site lighting, soils preparations, required replacement curbing, concrete flat work as depicted on conceptual planetc.
5. Striping- Standard interior and exterior within project area
6. Dumpster pads - 4 with enclosures and gates

Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PRICE PROPOSAL TAB****4**

7. Base proposal includes hardscape and paver treatments to meet the minimum requirements of the form based code and extend existing themes on surrounding streets. Sidewalks with tooled joints with salt rock finish and brick inlays consistent generally with surrounding streets

Division 3: Concrete

1. Concrete – Please note pricing based on min. 5000 psf contact pressures (To be determined upon additional geo-technical evaluation and final recommendation this is subject to change).
 - Footings under concrete wall sections based on 5'8" x 24" w/ #9 @12" O.C.
 - Pad footers under columns figured to be 8'6" x 8'6" x 24" w/ #9 @ 12" EW
 - 8" CIP retaining walls under all precast walls (figured at 2' tall)
 - Elevator pit 5' deep with Xypex additive in pit and CIP walls for waterproofing.
 - 5" slab on grade with 6x6 W1.4 x W 1.4 & 10 Mil. Visqueen.
 - All reinforcement and setting of embeds supplied by Div. 05 proposal are integral.
 - Soil Poisoning and Bollard Fill is included.
 - NOTE: The current anticipated design will require and encroachment sub grade into the City's R.O.W. for the anticipated size of footings to support the structural elements of the garage. The final sizing will be determined. If this is not acceptable an alternate design with a taller garage could be explored.
2. Total Precast- Base cost for Pre-cast with open spandrel double tee structure. Wash Pour strips and topping slabs are included.
3. Provide additional precast panels w/ punched openings, wall columns, framing, and architectural detailing with integral thin brick (flat brick material allowance \$6.50/SF) as shown on the Elevate Architects elevations received on 6/4/24. Note that only 2 elevations of the garage were provided, thus assumes equal treatment of garage facades on the opposite 2 sides not shown except for the stair tower extensions, those will be on only two of the four corners as required.

NOTE: Corner and cap returns are included in Div. 04

Division 04: Masonry

1. CMU- 8" masonry infill at all elevator openings.
2. CMU- 8" CMU masonry enclosure for x4 dumpsters (dumpsters provided by others)
3. Thin Brick- Corners, returns and soldier coursing as indicated on renderings.

Division 05: Metals

1. Structural steel- Includes picket guard rail and wall rail for two stairs, elevator hoist beam, pit ladder, sump pump grate, dumpster gates x4 sets, and safety bollards.
2. Faux aluminum windows- Units as indicated on the elevation with



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PRICE PROPOSAL TAB** **4**

matching mesh backdrops. Note: Surface applied extrusions will be utilized at the elevator shaft only.

Division 06: Woods and Plastics

1. Rough Carpentry for fire rated backing installation. Installation of temporary railing etc.

Division 07: Thermal and Moisture Protection

1. Exterior Caulking- Provide single layer of urethane caulking to all exterior precast-to-precast joints, DT-DT joints, and precast-to-cip wash pour joints.
2. EIFS banding and bracketing as shown on renderings.
3. Roofing over stairwells and elevator shaft. 1.5" min tapered poly iso adhered to the structural deck. 60 mil TPO adhered to poly iso. All flashings, coping, edge metals with cleat and down spouts.
4. Liquid applied water-proofing over electrical rooms.

Division 08: Openings

1. Doors Frames and Hardware per the provided DCP.
2. Barrier Cables as required by code for permanent fall protection.

Division 09: Finishes

1. Metal Framing, Insulation and drywall for office w/ unisex restroom as well as controller closet.
2. LVT with integrated moisture barrier backing for elevator cabs.
3. Textured coating for spandrels. Note: An alternate to remove coating is offered and may be worthwhile with the aluminum screening.
4. Textured coating for remaining flat pre-cast facades is based on the application of a medium texture (sand finish) 1.25 aggregate Tex-Cote Fade Block/Super Cote with a seven-year warranty. See add alt. for Tex-Cote on the exposed side of Spandrels.
5. Striping of garage is based on utilization of DOT approved Sherwin William traffic paint.
6. Note: 2 coats of primer and sealer to all concrete and masonry is specifically excluded.

Division 10: Specialties

1. Awnings, Bahama Shutters and Powder coated louvers as depicted are included.
2. Interior wayfinding signage is included. Provisions for an exterior informational kiosk is provided as an alternate.

Division 11: Furnishings N/A**Division 12: Furnishings N/A****Division 13: Special Construction**

1. Screening at transformer location

Division 14: Conveying Systems

1. Elevators- X2 Otis Gen 3 Core elevators with 2 coax cables for future



Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PRICE PROPOSAL TAB** **4**

camera provisions. Elevators will be MRL type 3500lb passenger cabs. Doors, frames and ceiling will be 6 brushed stainless steel. Handrails will be brushed stainless steel. Ceilings will have x4 flush LED lights.

NOTE: Due to this being an exterior open garage a small controller closet will be added adjacent to the shaft at the top floor landing. This will be constructed of LGMF with matching exterior finishes.

Division 15: Mechanical Systems

1. Fire Protection- NFPA 14 manual dry standpipe system. Pipe to be black steel pipe with galvanized screw fittings throughout. Fire Hose stations and cabinets will include one (1) 2-1/2" fire department valve, one (1) 1-1/2" brass reducer and one (1) 1-1/2" cap and chain. Valve cabinets are not included. Flow switches for monitoring will be tied in. There will be one FDC wall mounted on the face of the garage. All design fees for Fire Protection system are inclusive of this scope.
2. Fire Extinguishers- Provide fire extinguishers with aluminum surface-mounted fire extinguisher cabinets with break-away panels and lockable doors as required by code. Note Fire extinguishers to be 10lb 3A40BC spaced at 75' travel distance.
3. Plumbing- Sanitary - PVC-DWV below grade, Sanitary - PVC-DWV above grade, Storm - PVC-DWV below grade, Storm - PVC-DWV above grade, Domestic water - CPVC Schedule 80 below grade, Domestic water - CPVC Schedule 40 above grade, Drains / Fixtures and all required insulation.
4. HVAC- (2) Air conditioners, (2) Condensing Units, (1) mini-split HVAC refrigerant piping, HVAC condensate piping with insulation, exhaust fans, control system with stand alone wired thermostats, exhaust fan. Main Garage is designed for passive ventilation.

Division 16: Electric

1. Electric-
 - Lighting Protection
 - Accommodations for kiosk at each floor (locations per the RFP).
 - Power to (8) level 2 EV charging stations. temp. lighting as required by OSHA.
 - Switchgear, lighting fixtures, elevator power, power/lighting for office and bathroom.
 - Voice/data, CCTV systems to be provisioned by installation of conduit. Final system installed and commissioned by others.
2. Emergency phones at each stair on each level. Talk-a-phone is the B.O.D. or equal.
3. Fire alarm to monitor flow switches and elevators only.

Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598

RFP ENG/240598: DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2

PRICE PROPOSAL TAB

4

Construction Estimate Summary		
No. - Description		SSC Totals
01 General Conditions		\$1,877,373.30
02 Site Work		\$1,456,994.00
03 Concrete		\$7,806,608.10
04 Masonry		\$388,219.00
05 Metals		\$504,150.40
06 Woods and Plastics		\$12,655.60
07 Thermal and Moisture Protection		\$293,649.60
08 Openings		\$76,130.00
09 Finishes		\$110,690.00
10 Specialties		\$121,678.24
11 Equipment		\$0.00
12 Furnishings		\$0.00
13 Special Construction		\$116,495.60
14 Conveying Systems		\$429,000.00
15 Mechanical Systems		\$451,803.51
16 Electrical		\$1,657,672.00
17 DB Contingency		\$0.00
Subtotal Direct Work		\$15,103,119.35
Design Builders Fees		\$1,057,218.35
Hard Cost Estimate Sub Total		\$16,160,337.70
Car Charging Stations Tesla LEVEL 2 w/Pedistals		\$12,000.00
DB Contingency		\$500,000.00
Design Fees		\$492,000.00
Threshold/Quality Assurance Inspections		\$35,000.00
Impact Fees City of Ocala 1" Water Meter		\$3,148.00
Building Permit Site Plan Allowance		\$104,000.00
Builders Risk Included in G.C.		
Subtotal Direct Work		\$1,146,148.00
Grand Total Prior to Developers Fee		\$17,306,485.70
BOND		\$175,000.00
Grand Total		\$17,481,485.70

Allowances included in total cost:

1. **Ground Improvement Allowance:** In the absence of established loading criteria tied to the provided Geotechnical report included in the RFP and the understanding of probable loads that will need to be supported our team has carried an allowance of \$200,000.00. Once foundation loading has been established and final locations of bearing footings, column pads etc. have been identified and tested the DB team will evaluate the most cost advantageous improvement program and adjust the allowance accordingly.
2. **Sitework Cost:** Pending final sitework design we have carried an allowance of \$1,100,000.00 for all site related activities. Note: Landscaping, Irrigation and Demo of existing underground utilities are included separately under Div. 02
3. **Level 2 EV Charging stations-** These have been carried through direct purchase via Tesla at a value of \$12,000.00. Tesla is currently not producing superchargers. If superchargers are desired an alternate manufacturer would need to be utilized.
4. **Impact/Permit/Meter Fees-** An allowance of \$107,148.00 has been carried to cover all related fees.

Exhibit C - Design-Builder Proposal CONTRACT# ENG/240598**RFP ENG/240598:** DESIGN-BUILD SERVICES FOR DOWNTOWN PARKING GARAGE #2**PRICE PROPOSAL TAB****4****Optional Additive Alternates-**

1. Tex-Cote- To add Tex-Cote to the exposed side and return of the spandrels add: \$154,470.00
Note: If Add Alternate 2 is taken the Add Alternate one would likely not be desired/required.
2. Screening (Aluminum Extrusion)- If screening of the spandrels as depicted in the rendering is desired add: \$821,603.02
Note: If the Add Alternate is accepted DB team believes it will provide adequate screening to allow the spandrels to remain unfinished.
3. X8 Superchargers- To supplement x8 Level 2 chargers with superchargers add: \$549,040.00
Note: Vendor could potentially offer a program with a net revenue share to the host (property owner). The program is currently not offered in Florida and typically takes 8-12 months after approval. If this could be successfully negotiated then the vendor would supply all equipment and infrastructure for the charging stations free. If the City were to be interested as the vendor has shown interest in negotiating this would be prioritized due to the prior mentioned lead time from approval to implementation.
4. Office with bathroom- If a stand alone office with a bathroom only accessible to occupants of the office add: \$50,000.00

Deductive Alternates-

1. Façade- All four façade treatments were upgraded in our base proposal to match the rendering. As the wall treatments are the same on all four sides there is a potential for a reduction or elimination of some/all decorative elements. Elimination of the decorative features in their totality to one side i.e. Fort King would save: (\$297,154.00)
Note: This can be evaluated further in design development.
2. Mobilization- If Pre-caster is able time erection of the garage and adjacent development to avoid an additional mobilization the savings would be: (\$60,000.00)
3. Galvanized railing- To utilize painted steel railing in lieu of galvanized deduct: (\$19,000.00)
4. Direct Purchase deduct to be determined upon final design.

Additional Design Coordination Options:

1. As we understand it, the use of the garage will be a combination of public as well as valet services. As such there are some potential alternates that could be coordinated with the city to determine cost/feasibility and efficiencies gains such as the implementation of a speed ramp.
2. Potential valet style striping- There is an opportunity once the valet functionality is understood to potentially double stack striping for valet purposes which could yield in a reduction in the structure at a substantial cost savings, and/or provide additional public spaces.
3. Reorientation/reconfiguration of the garage for creation of enhanced pedestrian space(s) on Broadway, and interaction with enhanced raised intersection created with pending re-alignment of Broadway.
4. Potential secondary entrance to enhance operational efficiency.

OPG#2 - Rev3 - 11-17-24

Exhibit D - Contract Delivery Schedule - Ocala Parking Garage #2

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Total Slack	Notes
1	Normal	Ocala Parking Garage 2 - Overall Project Duration	549 days	Mon 5/20/24	Thu 6/25/26		0 days	
2	Normal	PRE-CONSTRUCTION / DESIGN DEVELOPMENT PHASE - Owner/Design Team	331 days	Mon 5/20/24	Mon 8/25/25		218 days	
3	Normal	Mandatory Pre-Proposal Meeting	1 day	Mon 5/20/24	Mon 5/20/24		0 days	
4	Normal	Deadline for Solicitation Clarification and Questions	2 days	Fri 5/31/24	Mon 6/3/24	3	0 days	
5	Normal	Proposal Submission Deadline	1 day	Fri 6/14/24	Fri 6/14/24	3,4	0 days	
6	Normal	Administrative Review of Proposals	33 days	Mon 6/17/24	Wed 7/31/24	5	0 days	
7	Normal	Evaluation Committee Meeting and Step One Preliminary Scoring	1 day	Tue 8/13/24	Tue 8/13/24	6	0 days	
8	Normal	Announcement of Advancing Shortlisted Firms and Interviews (if required)	1 day	Wed 8/14/24	Wed 8/14/24	7	0 days	
9	Normal	Oral Presentations by Shortlisted Firms and Interviews (if required)	1 day	Tue 9/3/24	Tue 9/3/24	8	0 days	
10	Normal	Final Scoring/Ranking and Posting of Recommended Firm	12 days	Wed 9/4/24	Thu 9/19/24	9	0 days	
11	Normal	Contract Preparation and Negotiations	4 days	Tue 10/29/24	Fri 11/1/24	10	0 days	
12	Normal	City Council Award and Approval Date	1 day	Tue 11/19/24	Tue 11/19/24	11	9 days	
13	Normal	Contract Execution	1 day	Wed 11/20/24	Wed 11/20/24	12	9 days	
14	Normal	LIMITED Notice To Proceed for Design	1 day	Wed 12/4/24	Wed 12/4/24	13	0 days For DESIGN PHASE only.	
15	Normal	Kick-off / Prelim Design Meeting (Week of 12/2/24)	1 day	Thu 12/5/24	Thu 12/5/24	14	8 days Mtg. scheduled for 12/5 at 10AM.	
16	Normal	City Review/Approval of Design - Structure	5 days	Fri 12/6/24	Thu 12/12/24	15	18 days CRITICAL	
17	Normal	2nd SSC/City Design Meeting - Exteriors	1 day	Thu 12/19/24	Thu 12/19/24	15FS+9 days	8 days To Discuss Exterior Facades.	
18	Normal	City Review/Approval of Exterior Facades	5 days	Fri 12/20/24	Thu 12/26/24	17	8 days CRITICAL	
19	Normal	First Public Meeting (Schematic Design - Date is Approximate)	1 day	Fri 1/17/25	Fri 1/17/25	15FS+30 days	353 days Date is Approximate. TBD.	
20	Normal	Second Public Meeting (DATE TBD)	1 day	Mon 2/17/25	Mon 2/17/25	19FS+20 days	353 days Date is still TBD.	
21	Normal	CITY PLANNED WORK	41 days	Mon 12/9/24	Mon 2/3/25	63 days	63 days City Work, above grade.	
22	Normal	Site Demo Permit	1 day	Mon 12/9/24	Mon 12/9/24	22	63 days City Work, above grade.	
23	Normal	Site Demo	40 days	Tue 12/10/24	Mon 2/3/25	74 days Per City, Date is OK.		
24	Normal	City Stormwater Infrastructure Project	1 day	Fri 1/17/25	Fri 1/17/25			

Exhibit D shall be updated based on actual dates the City performs tasks indicated in lines 14, 16, 18, and 33.

OPG#2 - Rev3 - 11-17-24

Exhibit D - Contract Delivery Schedule - Ocala Parking Garage #2

ID	Task Mode	Task Name	Duration	Start	Finish	Precursors	Total Slack	Notes
25		Design Phase (135 Calendar Days)	98 days	Mon 4/21/24			0 days	
26		SD 30%	24 days	Thu 12/5/24	Tue 1/7/25	14	0 days	Schematic Design Dwgs. Need input/feedback from
27		DD 60%	55 days	Thu 12/5/24	Tue 3/25/25	26, 16, 18	0 days	Design Development Dwgs.
28		CDs 100% (Final Design)	19 days	Wed 1/8/25	Wed 3/26/25	27	8 days	Final Design Dwgs.
29		Pre-Cast Engineering / Design	98 days	Thu 12/5/24	Mon 4/21/25	14	8 days	Performed concurrently with Architectural Design.
30		Early Release for Long Lead Items and Pre-Cast	1 day	Mon 4/21/25	Mon 4/21/25	27, 29FF	58 days	
31		Casting of Pre-Cast Components	90 days	Tue 4/22/25	Mon 8/25/25	29, 30	58 days	
32		Building & Site Demo Permit (SSC)	26 days	Wed 3/26/25	Wed 4/30/25	27	0 days	Issuance of Building Permit.
33		Notice to Proceed - Construction	1 day	Thu 5/1/25	Thu 5/1/25	32	0 days	For CONSTRUCTION PHASE only.
34		Construction Phase (419 Calendar Days)	300 days	Fri 5/2/25	Thu 6/25/26		0 days	
59		CERTIFICATE OF OCCUPANCY	0 days	Thu 6/25/26	Thu 6/25/26	58	0 days	

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PRICE PROPOSAL





Division 1: General Conditions and Supervision

1. All Supervision required to oversee the construction development.
2. Two security/timelapse cameras. Locations to be coordinated with the City of Ocala.
3. Material Testing & density testing. Threshold & Quality assurance testing fees are in Allowances.
4. Insurance cost are covered in the G.C.'s as outlined and requested as apart of the RFP.
5. All Equipment rentals including office, fencing, chemical toilets, lifts, dumpsters, forklifts, and misc. equipment.
6. M.O.T. for traffic on and around the jobsite for project duration.
7. Storage trailers located at offsite laydown yard. The fencing of the laydown yard is included.
8. Layout and As-builts for all improvements.

Division 2: Sitemarks

1. Demolition- Remaining slabs, foundations, underground utilities etc.
2. An allowance of \$200,000.00 is included for the anticipated soils improvement requirements of the site. Relative to additional geo-technical investigation and established loading criteria this allowance may be required to be modified based on final geotechnical engineering recommendations.
3. Landscaping/Irrigation- Complete. Irrigation meter or connection to be supplied by the City.
4. Sitemark- storm water, fire and potable water, electrical secondaries, conduits for site lighting, soils preparations, required replacement curbing, concrete flat work as depicted on conceptual planetc.
5. Striping- Standard interior and exterior within project area
6. Dumpster pads - 4 with enclosures and gates

7. Base proposal includes hardscape and paver treatments to meet the minimum requirements of the form based code and extend existing themes on surrounding streets. Sidewalks with tooled joints with salt rock finish and brick inlays consistent generally with surrounding streets

Division 3: Concrete

1. Concrete – Please note pricing based on min. 5000 psf contact pressures (To be determined upon additional geo-technical evaluation and final recommendation this is subject to change).
 - Footings under concrete wall sections based on 5'8" x 24" w/ #9 @12" O.C.
 - Pad footers under columns figured to be 8'6" x 8'6" x 24" w/ #9 @ 12" EW
 - 8" CIP retaining walls under all precast walls (figured at 2' tall)
 - Elevator pit 5' deep with Xypex additive in pit and CIP walls for waterproofing.
 - 5" slab on grade with 6x6 W1.4 x W 1.4 & 10 Mil. Visqueen.
 - All reinforcement and setting of embeds supplied by Div. 05 proposal are integral.
 - Soil Poisoning and Bollard Fill is included.
 - NOTE: The current anticipated design will require and encroachment sub grade into the City's R.O.W. for the anticipated size of footings to support the structural elements of the garage. The final sizing will be determined. If this is not acceptable an alternate design with a taller garage could be explored.
2. Total Precast- Base cost for Pre-cast with open spandrel double tee structure. Wash Pour strips and topping slabs are included.
3. Provide additional precast panels w/ punched openings, wall columns, framing, and architectural detailing with integral thin brick (flat brick material allowance \$6.50/SF) as shown on the Elevate Architects elevations received on 6/4/24. Note that only 2 elevations of the garage were provided, thus assumes equal treatment of garage facades on the opposite 2 sides not shown except for the stair tower extensions, those will be on only two of the four corners as required.
NOTE: Corner and cap returns are included in Div. 04

Division 04: Masonry

1. CMU- 8" masonry infill at all elevator openings.
2. CMU- 8" CMU masonry enclosure for x4 dumpsters (dumpsters provided by others)
3. Thin Brick- Corners, returns and soldier coursing as indicated on renderings.

Division 05: Metals

1. Structural steel- Includes picket guard rail and wall rail for two stairs, elevator hoist beam, pit ladder, sump pump grate, dumpster gates x4 sets, and safety bollards.
2. Faux aluminum windows- Units as indicated on the elevation with

matching mesh backdrops. Note: Surface applied extrusions will be utilized at the elevator shaft only.

Division 06: Woods and Plastics

1. Rough Carpentry for fire rated backing installation. Installation of temporary railing etc.

Division 07: Thermal and Moisture Protection

1. Exterior Caulking- Provide single layer of urethane caulking to all exterior precast-to-precast joints, DT-DT joints, and precast-to-cip wash pour joints.
2. EIFS banding and bracketing as shown on renderings.
3. Roofing over stairwells and elevator shaft. 1.5" min tapered poly iso adhered to the structural deck. 60 mil TPO adhered to poly iso. All flashings, coping, edge metals with cleat and down spouts.
4. Liquid applied water-proofing over electrical rooms.

Division 08: Openings

1. Doors Frames and Hardware per the provided DCP.
2. Barrier Cables as required by code for permanent fall protection.

Division 09: Finishes

1. Metal Framing, Insulation and drywall for office w/ unisex restroom as well as controller closet.
2. LVT with integrated moisture barrier backing for elevator cabs.
3. Textured coating for spandrels. Note: An alternate to remove coating is offered and may be worthwhile with the aluminum screening.
4. Textured coating for remaining flat pre-cast facades is based on the application of a medium texture (sand finish) 1.25 aggregate Tex-Cote Fade Block/Super Cote with a seven-year warranty. See add alt. for Tex-Cote on the exposed side of Spandrels.
5. Striping of garage is based on utilization of DOT approved Sherwin William traffic paint.
6. Note: 2 coats of primer and sealer to all concrete and masonry is specifically excluded.

Division 10: Specialties

1. Awnings, Bahama Shutters and Powder coated louvers as depicted are included.
2. Interior wayfinding signage is included. Provisions for an exterior informational kiosk is provided as an alternate.

Division 11: Furnishings N/A

Division 12: Furnishings N/A

Division 13: Special Construction

1. Screening at transforemer location

Division 14: Conveying Systems

1. Elevators- X2 Otis Gen 3 Core elevators with 2 coax cables for future

camera provisions. Elevators will be MRL type 3500lb passenger cabs. Doors, frames and ceiling will be 6 brushed stainless steel. Handrails will be brushed stainless steel. Ceilings will have x4 flush LED lights.

NOTE: Due to this being an exterior open garage a small controller closet will be added adjacent to the shaft at the top floor landing. This will be constructed of LGMF with matching exterior finishes.

Division 15: Mechanical Systems

1. Fire Protection- NFPA 14 manual dry standpipe system. Pipe to be black steel pipe with galvanized screw fittings throughout. Fire Hose stations and cabinets will include one (1) 2-1/2" fire department valve, one (1) 1-1/2" brass reducer and one (1) 1-1/2" cap and chain. Valve cabinets are not included. Flow switches for monitoring will be tied in. There will be one FDC wall mounted on the face of the garage. All design fees for Fire Protection system are inclusive of this scope.
2. Fire Extinguishers- Provide fire extinguishers with aluminum surface-mounted fire extinguisher cabinets with break-away panels and lockable doors as required by code. Note Fire extinguishers to be 10lb 3A40BC spaced at 75' travel distance.
3. Plumbing- Sanitary - PVC-DWV below grade, Sanitary - PVC-DWV above grade, Storm - PVC-DWV below grade, Storm - PVC-DWV above grade, Domestic water - CPVC Schedule 80 below grade, Domestic water - CPVC Schedule 40 above grade, Drains / Fixtures and all required insulation.
4. HVAC- (2) Air conditioners, (2) Condensing Units, (1) mini-split HVAC refrigerant piping, HVAC condensate piping with insulation, exhaust fans, control system with stand alone wired thermostats, exhaust fan. Main Garage is designed for passive ventilation.

Division 16: Electric

1. Electric-
 - Lighting Protection
 - Accommodations for kiosk at each floor (locations per the RFP).
 - Power to (8) level 2 EV charging stations. temp. lighting as required by OSHA.
 - Switchgear, lighting fixtures, elevator power, power/lighting for office and bathroom.
 - Voice/data, CCTV systems to be provisioned by installation of conduit. Final system installed and commissioned by others.
2. Emergency phones at each stair on each level. Talk-a-phone is the B.O.D. or equal.
3. Fire alarm to monitor flow switches and elevators only.

Construction Estimate Summary		
No. - Description		SSC Totals
01 General Conditions		\$1,877,373.30
02 Site Work		\$1,456,994.00
03 Concrete		\$7,806,608.10
04 Masonry		\$388,219.00
05 Metals		\$504,150.40
06 Woods and Plastics		\$12,655.60
07 Thermal and Moisture Protection		\$293,649.80
08 Openings		\$76,130.00
09 Finishes		\$110,690.00
10 Specialties		\$121,678.24
11 Equipment		\$0.00
12 Furnishings		\$0.00
13 Special Construction		\$116,495.60
14 Conveying Systems		\$429,000.00
15 Mechanical Systems		\$451,803.51
16 Electrical		\$1,857,672.00
17 DB Contingency		\$0.00
Subtotal Direct Work		\$15,103,119.35
Design Builders Fees		\$1,057,218.35
Hard Cost Estimate Sub Total		\$16,160,337.70
Car Charging Stations Tesla LEVEL 2 w/Pedistals		\$12,000.00
DB Contingency		\$500,000.00
Design Fees		\$492,000.00
Threshold/Quality Assurance Inspections		\$35,000.00
Impact Fees City of Ocala 1" Water Meter		\$3,148.00
Building Permit Site Plan Allowance		\$104,000.00
Builders Risk Included in G.C.		
Subtotal Direct Work		\$1,146,148.00
Grand Total Prior to Developers Fee		\$17,306,485.70
BOND		\$175,000.00
Grand Total		\$17,481,485.70

Allowances included in total cost:

1. Ground Improvement Allowance: In the absence of established loading criteria tied to the provided Geotechnical report included in the RFP and the understanding of probable loads that will need to be supported our team has carried an allowance of \$200,000.00. Once foundation loading has been established and final locations of bearing footings, column pads etc. have been identified and tested the DB team will evaluate the most cost advantageous improvement program and adjust the allowance accordingly.
2. Sitework Cost: Pending final sitework design we have carried an allowance of \$1,100,000.00 for all site related activities. Note: Landscaping, Irrigation and Demo of existing underground utilities are included separately under Div. 02
3. Level 2 EV Charging stations- These have been carried through direct purchase via Tesla at a value of \$12,000.00. Tesla is currently not producing superchargers. If superchargers are desired an alternate manufacturer would need to be utilized.
4. Impact/Permit/Meter Fees- An allowance of \$107,148.00 has been carried to cover all related fees.

Optional Additive Alternates-

1. Tex-Cote- To add Tex-Cote to the exposed side and return of the spandrels add: \$154,470.00
Note: If Add Alternate 2 is taken the Add Alternate one would likely not be desired/required.
2. Screening (Aluminum Extrusion)- If screening of the spandrels as depicted in the rendering is desired add: \$821,603.02
Note: If the Add Alternate is accepted DB team believes it will provide adequate screening to allow the spandrels to remain unfinished.
3. X8 Superchargers- To supplement x8 Level 2 chargers with superchargers add: \$549,040.00
Note: Vendor could potentially offer a program with a net revenue share to the host (property owner). The program is currently not offered in Florida and typically takes 8-12 months after approval. If this could be successfully negotiated then the vendor would supply all equipment and infrastructure for the charging stations free. If the City were to be interested as the vendor has shown interest in negotiating this would be prioritized due to the prior mentioned lead time from approval to implementation.
4. Office with bathroom- If a stand alone office with a bathroom only accessible to occupants of the office add: \$50,000.00

Deductive Alternates-

1. Façade- All four façade treatments were upgraded in our base proposal to match the rendering. As the wall treatments are the same on all four sides there is a potential for a reduction or elimination of some/all decorative elements. Elimination of the decorative features in their totality to one side i.e. Fort King would save: (\$297,154.00)
Note: This can be evaluated further in design development.
2. Mobilization- If Pre-caster is able time erection of the garage and adjacent development to avoid an additional mobilization the savings would be: (\$60,000.00)
3. Galvanized railing- To utilize painted steel railing in lieu of galvanized deduct: (\$19,000.00)
4. Direct Purchase deduct to be determined upon final design.

Additional Design Coordination Options:

1. As we understand it, the use of the garage will be a combination of public as well as valet services. As such there are some potential alternates that could be coordinated with the city to determine cost/ feasibility and efficiencies gains such as the implementation of a speed ramp.
2. Potential valet style striping- There is an opportunity once the valet functionality is understood to potentially double stack striping for valet purposes which could yield in a reduction in the structure at a substantial cost savings, and/or provide additional public spaces.
3. Reorientation/reconfiguration of the garage for creation of enhanced pedestrian space(s) on Broadway, and interaction with enhanced raised intersection created with pending re-alignment of Broadway.
4. Potential secondary entrance to enhance operational efficiency.

ADDENDUM TO EXHIBIT E – PRICE PROPOSAL

ADDENDUM NO. E-1

This Addendum No. E-1, hereby clarifies the meaning of the term Allowance, and the specific items comprising the Allowances, identified in Exhibit E to the Professional Services Agreement for Design-Build Services (“Agreement”), between the City of Ocala (“Owner”) and SSC Construction Management, LLC (“Design-Builder”), and as subsequently referred to in Articles 3.2(E), 4.10(E), 10.1 , 10.2(A)(1), and 10.2(A)(4) of the Agreement.

Schedule of Allowances:

As referenced in Exhibit E to the Agreement, the Allowance items for which Owner is entitled to recover the savings if the individual Allowance item amount exceeds the actual final cost of each identified Allowance item, further clarified to mean (include/exclude) as follows:

1. **Ground (Soils) Improvement Allowance:** In the absence of an established loading criteria tied to the provided Geotechnical report included in the RFP, the Design-Builder carried a stated allowance in the amount of \$200,000.00 as a placeholder for the work required to improve the load carrying capacity of the ground (soils) to support a structure of this magnitude. Upon completion of the design, foundation loading will be available and an analysis of the soils can be completed to determine the most cost effective soils improvement program. The ground (soils) improvement program shall be discussed with the City along with its pricing and schedule impacts. Upon completion of the work associated with the ground (soils) improvement program, a change order shall be provided to the City inclusive of cost and time impacts to reconcile this Allowance item.
2. **Site Work (Site Improvements) Allowance:** In the absence of complete civil engineering design documents, Design-Builder carried a stated allowance in the amount of \$1,100,000.00 to include typical site related items. These following items are specifically included in this allowance: clearing/grubbing, excavation, import/export of soils materials, over-excavation per geotechnical report to a depth of 2' below bottom of foundation/slab, underground (storm, water, sanitary/sewer, fire, data, gas, fiber, electric, secondary & site lighting, concrete curbing, concrete paving sections, asphalt paving sections, detectable warning strips, rough and fine grading of the site, signage and striping, sidewalks with tooled joints with salt rock finish (consistent with surrounding city sidewalks), concrete pads, and dumpster enclosure pads/gates, all site bollard covers, retaining wall for grade differential requirements. NOTE: Any needed removals/relocations of overhead or underground utilities required for the erection or final locations of the superstructure are to be coordinated with the City and or utility providers. Said removal/relocations shall be performed by the applicable provider. NOTE: labor, materials, services and related work which is not specifically listed above, is not included in the Allowance item, but rather is specifically excluded. The following items specifically excluded from this Allowance include, but may not be limited to: landscaping; sodding; plants & shrubs; irrigation system; hardscapes (pavers/benches/etc.); demolition of the following: existing paving/curbing/striping/base/subbase, existing underground utilities (storm, water, sanitary/sewer, fire, data, gas, fiber, electric, and any other underground utility) and any remaining concrete slabs. Upon completion of the civil design documents, this scope of work shall be priced and presented to the City. Upon completion of the Work associated with this scope of work, a change order shall be provided to the City inclusive of cost and time impacts to reconcile this Allowance item.
3. **Level 2 EV Charging Stations:** The Level 2 EV Charging Stations have been carried as an allowance in the amount of \$12,000.00 for their purchase and installation through Tesla. If superchargers are desired by the City, Tesla (if they have resumed manufacturing these) or an alternate manufacturer would need to be utilized. Upon completion of the Work associated with this scope of work, a change order shall be provided to the City inclusive of cost and time impacts to reconcile this Allowance Item.

4. **Impact/Permit/Meter Fees:** An allowance in the amount of \$107,148.00 was carried for the cost of these undetermined items. This Allowance item includes any and all applicable impact fees (traffic, water/sewer, school, etc.), permit fees (foundation, building, fire, etc.), and meter fees (water/sewer, electric, etc.). This Allowance item does not include usage fees for temporary construction facilities such as water/sewer and electric. Upon receipt and payment of these fees, a change order shall be provided to the City to reconcile this Allowance item.

Certificate Of Completion

Envelope Id: FAA2E819-5E1D-47D9-BB47-DBD8E8BFBD9A Status: Completed

Subject: FOR COUNCIL - Professional Services Agreement for Design Build Services (ENG-240598)

Source Envelope:

Document Pages: 171

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Daphne Robinson

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City Hall, Third Floor

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Ocala, FL 34471

drobinson@ocalafl.org

IP Address: 216.255.240.104

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Status: Original

12/3/2024 9:48:38 AM

Holder: Daphne Robinson

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drobinson@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

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Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

Signature

Timestamp



Signature Adoption: Drawn on Device

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Angel B. Jacobs

ajacobs@ocalafl.gov

April 19

City of Ocala

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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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

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/3/2024 10:21:36 AM
Certified Delivered	Security Checked	12/3/2024 6:08:59 PM
Signing Complete	Security Checked	12/3/2024 6:09:37 PM
Completed	Security Checked	12/3/2024 6:09:37 PM

Payment Events	Status	Timestamps