BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, APRIL 21, 2026 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

This meeting will immediately follow the Board of Commissioners Workshop

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Recognitions-Pinning Ceremony (Completion of 1 year Probationary)
Commission Agenda Item - Deberry Pinning for April 21, 2026.docx

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: March 3, 2026, Regular Meeting, and March 10, 2026, Special Meeting.
03.03.2026 BoC Regular Minutes.docx
03.10.2026 BoC Special Minutes.docx

G. CONSENT AGENDA

G.1 Authorize the City Manager to sign a contract renewal with M.T. Causley for Building Department Services.
PE - Sixth Amendment - 20-001 - MTC.pdf

G.2 Authorize the City Manager to sign a contract renewal with Joe Payne Inc. for supplemental Building Department Services.
Fifth Amendment - 20-001 - JPI.pdf

G.3 Approve and Authorize the City Manager to Execute an Amendment to the Interlocal

Agreement with Pinellas County for the NPDES Florida Department of Environmental Protection Annual Regulatory Program and Surveillance Fee
Co-Perm_surveillance fee ILA_2026 Amendment_1.pdf
Exhibits A and B.pdf
C of TreasIsl ILAASF 2026 Unsigned Signature Sheet.docx

H. ITEMS OF BUSINESS

H.1 Ordinance 2026-11, Budget Amendment Commercial Redevelopment Master Plan
Budget Amendment 2026-11.xlsx
ORDINANCE_2026-11-Master Plan.docx

H.2 Reorganization of Public Works
Assistant City Manager_Operations Director.docx
Assistant Public Works Director_Engineer.docx
Public Works Manager - Facilities.docx
Public Works Manager - Grounds & Beaches.docx
Public Works Manager - Projects.docx

H.3 Authorize the Termination of the Design-Build Contract with CORE Construction Services of Florida, LLC, and Award the Design-Build Contract for the Public Safety Facility to Biltmore Construction Company.
April 6 2026 Notice of Default Opportunity to Cure and Notice of Intent to Terminate for Cause CORE Agmt Design-Build Services T.pdf
April 6 2026 Notice Response - Request Termination for Convenience 2026.04.09.pdf
A141-2024 - DB Agreement Final 41726.pdf
Geotech Report - Treasure Island Facility Improvements.pdf
Exhibit D - Design Criteria Package.pdf
Survey - Treasure Island Facility.pdf

H.4 Treasure Bay Living Shoreline (Commissioner Czyszczon)
Living Shoreline Timeline__2.pdf

H.5 Summer Program – Financial Report (Commissioner Czyszczon)
Summer Camp Financials.pdf

I. CITY MANAGER AND CITY ATTORNEY REPORT

J. COMMISSIONER REPORTS

K. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or

her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 10451 Gulf Blvd, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. D.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 21, 2026

SUBMITTED BY: Thomas Brennan, Fire

ITEM TYPE: Proclamations

AGENDA SECTION: PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

SUBJECT: Recognitions-Pinning Ceremony (Completion of 1 year Probationary)

BACKGROUND:

Today marks a defining moment in the career of one of our newest firefighter. After a rigorous 12-month probationary period, we are here to celebrate Firefighter Travis (Turbo) Deberry as he officially transitions from "Probie" to Firefighter, having successfully completed his first year of service with the Treasure Island Fire Rescue.

The probationary year is not just training; it is a "working interview" that tests dedication, mental toughness, and commitment to the fire service. Over the past year, FFs Deberry has met these challenges, demonstrating proficiency in fire ground operations, attending countless hours of training, and, most importantly, proving their ability to work seamlessly with their crew.

Becoming a firefighter does not happen overnight. It requires sacrifice—not only from the individual but from their families as well. The badge that will be pinned upon his chest today is more than a piece of brass; it is an honorable family crest and a symbol of the trust the community places in him. It is a promise to always give your best in someone else’s darkest hour.

To the family members here today: Thank you. Your support, patience, and understanding are why these firefighters have been successful.

Firefighter Deberry, you have earned your place in this family. As you move forward, continue to train, stay safe, and serve with the honor, integrity, and dedication that defines our department.

Congratulations on this incredible achievement.

POLICY/PURPOSE:

The formal pinning ceremony, a cherished tradition in the fire service, is held to honor this significant achievement.

STRATEGIC PLAN RELEVANCE: N/A

ANALYSIS/DISCUSSION: N/A

FUNDING: N/A

MOTION:

ATTACHMENTS:
Commission Agenda Item - Deberry Pinning for April 21, 2026.docx

Board of Commissioners Agenda Item Report

Date: March 5, 2027

Submitted by: William Barrs, Fire Chief

Item Type: Recognitions-Pinning Ceremony (Completion of 1 year Probationary)

Agenda Section: Recognition of Employee

Background: Today marks a defining moment in the career of one of our newest firefighter. After a rigorous 12-month probationary period, we are here to celebrate Firefighter Travis (Turbo) Deberry as he officially transitions from "Probie" to Firefighter, having successfully completed his first year of service with the Treasure Island Fire Rescue.

The probationary year is not just training; it is a "working interview" that tests dedication, mental toughness, and commitment to the fire service. Over the past year, FFs Deberry has met these challenges, demonstrating proficiency in fire ground operations, attending countless hours of training, and, most importantly, proving their ability to work seamlessly with their crew.

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To the family members here today: Thank you. Your support, patience, and understanding are why these firefighters have been successful.

Firefighter Deberry, you have earned your place in this family. As you move forward, continue to train, stay safe, and serve with the honor, integrity, and dedication that defines our department
Congratulations on this incredible achievement

Policy/Purpose: The formal pinning ceremony, a cherished tradition in the fire service, is held to honor this significant achievement.

Motion: Presentation Only

AGENDA ITEM NO. F.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 21, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: March 3, 2026, Regular Meeting, and March 10, 2026, Special Meeting.
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	The purpose of this item is to review and approve minutes.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes, as presented.

ATTACHMENTS:
03.03.2026 BoC Regular Minutes.docx
03.10.2026 BoC Special Minutes.docx

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, MARCH 3, 2026 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 6:00 p.m. and led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

Absent:

Commissioner Chris Clark

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

Mayor Doctor announced that if a commissioner wanted an item added to the March 16, 2026, agenda, the Commissioner would need to present it for consensus at the end of the meeting.

Commissioner Czyszczon wanted Item H.3. deferred. Mayor Doctor believed it could be heard. Commissioner Dickey said he was okay with hearing the item but believed there would be edits. Vice Mayor Vasquez agreed. Attorney Ralf Brookes said the item could be discussed and continued.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

D.1 Proclamation of Flood Awareness Week - March 9-15, 2026

Mayor John Doctor presented the proclamation.

D.2 Run for the Beaches Check Presentation

Mses. Carrie Auerbach, Carol Braddy, and Sarah Bussacka, Run for the Beaches, shared the event background and presented the check.

D.3 Check Presentation from Preferred Government Insurance Trust for Treasure Island Fire Department Safety Equipment

Human Resources Director Jessica Zamora, Fire Chief Trip Barrs, and Ms. Lauren Quinto, Preferred Government Insurance Trust, shared the presentation.

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mr. Dan Bass, resident, questioned how some buildings could be built without pilings in the City and felt that it would save money if people could build without pilings.

Ms. Susan Farley, 7532 Bayshore Drive, spoke on the boardwalk at Lands End; shared appreciation for the new surface of the boardwalk; favored moving away from the wooden boardwalk approach; disputed prior public comment; touched on a potential stabilization system under the sand; and stated there was State, County, and City support for the project.

Mr. Mark Hohe, District 3, announced the Pinellas County Supervisor of Elections had set the recall election date as of April 21, 2026, and encouraged District 3 residents to show up for the election and asked the City Manager to add the event to the City calendar.

Ms. Diana Crabill, District 2, recognized Parks and Recreation Director Cathy Hayduke, Parks and Recreation Assistant Director Mike Baker, and External Affairs Director Bobbie Shay Lee for their efforts to get the Islettes a second television for their bingo night and shared donations to the Treasure Island Fire Department.

Ms. Maryellen Heuere, 240 108th Avenue, expressed confusion about the laws governing e-bikes, emphasized the associated danger to pedestrians, and asserted the State had not taken any action.

Attorney Brookes said the Florida State Senate had approved a bill and the House was hearing the bill now.

F. APPROVAL OF MINUTES – None.

G. CONSENT AGENDA

Vice Mayor Vasquez invited Chief Barrs to speak on Item G-1. Chief Barrs expounded on the donation.

Vice Mayor Vasquez moved the City Commission approve consent agenda, as presented, seconded by Commissioner Dickey.

Regarding Item G.2, Renewal of Non-Exclusive License Agreement with PADL, LLC, Commissioner Czyszczon inquired how much the City had received last year and if the item was bid out. Director Hayduke provided background on the agreement. Commissioner Dickey noted it was a non-exclusive agreement. Director Hayduke confirmed others could request an agreement.

The motion carried four to zero.

G.1 Equipment Donation to First Responder Magnet Program

G.2 Renewal of Non-Exclusive License Agreement with PADL, LLC

G.3 Renewal of Non-Exclusive License Agreement with SUNCOAST BEACHCAMS, LLC

G.4 Contract and General Conditions for the Annual Run for the Beaches 5K Fun Run between the City of Treasure Island and Run for the Beaches, Inc.

G.5 Contract and General Conditions for the Annual Tampa Bay SportsFest 2026 between the City of Treasure Island and SportsFest, Inc.

H. ITEMS OF BUSINESS

H.1 A Quasi-Judicial Proceeding - VAR-000595-2026 - 9980 Gulf Blvd - Approval of one variance to Sec. 68-458 to allow a 6-foot open fence along 87 linear feet of the required waterfront yard setback to permit safe enclosure of an existing in-ground swimming pool at a Gulf front property.

Attorney Brookes introduced the item and process. In response to Attorney Brooke's prompt about ex-parte communication disclosure, Commissioners Dickey and Czyszczon and Mayor Doctor relayed visits to the site but no discussion with the parties. City Clerk Lisa-Marie Kennedy gave the oath to those who would testify.

Principal Planner Brayden Evans shared a presentation, as contained in background material. Mayor Doctor praised the presentation. Commissioner Dickey noted the issue arose after the 2024 Hurricanes. Planner Evans stated the applicant had claimed the issue came from beach renourishment. Commissioner Dickey highlighted inconsistencies in the report and asked whether the fence was 5 or 6 feet. Mr. John Aucamp, Manager of the Island Inn Beach Resort, stated the sand came from the 2024 hurricanes and clarified the hotel would prefer a 6-foot fence but was amenable to 5 feet if necessary.

Mayor Doctor wanted to know if the 6-foot fence was in the recommendation. Planner Evans confirmed staff had recommended 6 feet. Vice Mayor Vasquez asked for clarity from Attorney Brookes, who advised the motion should be clear about fence height and said it was only around the pool. Commissioner Czyszczon viewed the fence as a public safety issue and favored the item.

Mayor Doctor called for public comment.

Mr. Scott McCay asked if approval set precedent for all hotels to have a 6-foot fence. Attorney Brookes advised the approval would not set precedent.

Vice Mayor Vasquez moved the City Commission had determined an unnecessary hardship did exist pursuant to Section 70-221 of the Treasure Island Code of Ordinances and moved to approve a 6-foot open fence along the pool property line, seconded by Commissioner Czyszczon. The motion carried four to zero.

H.2 First Reading and Public Hearing of Ordinance 2026-07

Attorney Brookes read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2026-07 at the first public hearing and to schedule it for the second reading at the April 7 Regular Commissioner's Board meeting, seconded by Commissioner Dickey.** Commissioner Dickey noted the item was unbudgeted. City Manager Charlie Van

Zant said the funds were an outstanding amount, there were millage amounts set aside for Causeway maintenance, and relayed remaining funds were available.

Commissioner Czyszczon asked how often the City expected the emergency expenditure. City Manager Van Zant relayed the reasoning for the repairs. Public Works Director Gary Volenec explained the cylinders were regularly replaced but there were unexpected leaks in the cylinders and Public Works took a proactive safety approach, and the work should not be needed for another 15-20 years. City Manager Van Zant noted he was exploring getting rid of the bridge but there were reserves for unexpected repairs. Talks continued. Mayor Doctor called for public comment; there was no response.

The motion carried four to zero.

H.3 Resolution 2026-02, City Commission Rules of Procedure Resolution 2026-02 Amending Rules of Procedure.docx

Attorney Brookes read the resolution by title only and introduced the item.

Commissioner Dickey objected to Section 14 because Commissioners utilized the City Attorney to vet ideas before bringing an item to the Commission. Attorney Brookes said the item could be removed but noted Commissioners had requested contrary opinions.

Noting Section 8.1, Public Comment, Commissioner Dickey wanted to make sure the public was not limited to speak once in a meeting. Attorney Brookes said it could be corrected and the intent was not to limit speakers to speaking once in a meeting.

Commissioner Czyszczon was not prepared to discuss the resolution. Referencing Sections 4.1 and 4.4, Vice Mayor Vasquez did not like limiting Commissioners' ability to add items to future agendas and, instead, suggested limiting the number of items a Commissioner could add to the agenda.

Commissioner Czyszczon said he had tried to add an item but was blocked by the City Manager, referenced the past City Manager blocking Commissioner items, and noted his item had been pushed to the Commissioner comments. Commissioner Dickey agreed with Vice Mayor Vasquez and wanted more flexibility to add items but did not want last-minute items added to the agenda. Vice Mayor Vasquez reiterated last-minute items were problematic. Discussion continued. Commissioner Czyszczon noted he had placed items on the agenda that were removed by the majority of the Commissioners. Attorney Brookes relayed the rules allowed the City Manager to remove staff items and the Commissioners could remove their own items. Responding to Commissioner Czyszczon, Attorney Brookes said a censure could be voted on by the Commissioner being censured and advised a censure should be handled in a separate meeting. Attorney Brookes said any Commissioner may propose an item

Attorney Brookes proposed the following language: "Any Commissioner may propose an item be placed on a future workshop, regular, or special meeting agenda, provided that it is provided to the City Clerk prior to publication of the agenda. Back up for the particular added item, if provided and available, will be included in the future published agenda." The Commission consented.

Attorney Brookes said items could be removed at the meeting. City Manager Van Zant wanted clarity on the quantity of items allowed by a Commissioner. Attorney Brookes asked the

Commission how many items they wanted to allow. There was consensus on up to two items per meeting per Commissioner.

Vice Mayor Vasquez moved to continue Resolution 2026-02, adopting the updated rules of procedure, until the next scheduled meeting, March 16, seconded by Commissioner Czyszczon.

Mayor Doctor called for public comment.

Mr. Rick Matthews, District 3, wanted the City Manager to have the ability to manage the agenda if it became time-consuming.

The motion carried four to zero.

H.4 Authorize the City Manager to execute a Task Order for the Public Works Facility Design, Permitting and Construction Administration

Vice Mayor Vasquez moved the City Commission authorize the City Manager to execute a task order with Kimley-Horn for the public works facility design and permitting, seconded by Commissioner Dickey.

Commissioner Dickey asked why the item did not use design-build. Director Volenec relayed the public works yard was a simple project compared to Item H.5., Public Safety Facility. Commissioner Dickey asked how Kimley-Horn was selected. Director Volenec noted there were only three consultants available and Kimley-Horn had already evaluated the site and were working on the master pump station. Commissioner Czyszczon made remarks.

Mayor Doctor called for public comment; there was no response.

The motion carried four to zero.

H.5 Authorize the Award of the Design-Build Contract to CORE Construction Services of Florida, LLC for the New Public Safety Facility

Vice Mayor moved to authorize the award of the design and build contract for the new public safety facility to Core Construction Services of Florida LLC, seconded by Commissioner Czyszczon.

Referencing pages 256-258, Commissioner Dickey noted the project was very austere and wanted assurance from the Police and Fire Chiefs that their needs were addressed in the proposal. Director Volenec explained the process of incorporating feedback from the Police and Fire departments. Police Chief John Barkley was pleased with the footprint, believed the internal layout could be modified if needed and was grateful for Director Volenec's expertise. Chief Barrs highlighted the needs of the Fire Department, praised the selected building company, and felt all space needs were met. Director Volenec expounded on the pages referenced by Commissioner Dickey.

Commissioner Czyszczon asked about the duration of work. Director Volenec said construction would take 16-18 months.

Mayor Doctor called for public comment; there was no response.

The motion carried four to zero.

I. CITY MANAGER AND CITY ATTORNEY REPORT

City Manager Van Zant shared a report, as contained in background material, announced the March 10, 2026, referendum, the next Regular meeting would be held on a Monday, March 16, 2026, when Commissioners Clark and Dickey would be sworn in, and shared an update on Federal Emergency Management Agency (FEMA) reimbursement.

Commissioner Dickey questioned if the State-funded consultation with Deloitte was still in place. Chief Financial Officer (CFO) Victor Ortiz said the City was working with Deloitte on managing the paperwork, but it was not speeding up the process, and they were not a contractor of the City. Commissioner Dickey relayed a neighboring community had been awarded FEMA funds. CFO Ortiz did believe the City was getting closer to receiving funds and City staff kept consistent contact with Deloitte.

Regarding proposed resolutions from the Local Planning Agency (LPA) to re-evaluate height/density for the Thunderbird Hotel, City Manager Van Zant sought guidance from the Commission on how to proceed. Mayor Doctor, Commissioner Dickey, and Vice Mayor Vasquez said the Commission was on a path for a master plan first. City Manager Van Zant would relay that to the LPA.

City Manager Van Zant said Commissioner Czyszczon had submitted multiple requests to have an item added regarding past City Attorneys Anthony Sabatini's and Gavin Rollins' insurance. Vice Mayor Vasquez, Mayor Doctor, and Commissioner Dickey felt the item was resolved since they were no longer the City's attorneys. Commissioner Czyszczon asserted the attorneys did not have appropriate insurance.

City Attorney Ralf Brookes had no report.

J. COMMISSIONER REPORTS

Vice Mayor Vasquez commented on daylight savings time, emphasized the importance of charter referendums, the changed meeting date, and said there would be a District 1 meeting in April.

Commissioner Czyszczon asked Attorney Brookes to explain what a yes-vote would be on the charter referendum, displayed a presentation in background material, asked Director Hayduke if volleyball sand would be brought back. Director Hayduke said the riprap did not go to The Towers property because the association did not want people climbing on the riprap to their property.

City Manager Van Zant said staff was working on Treasure Bay. Director Hayduke noted the project amount and said the project was nearly completed but City Staff had remaining items to wrap up.

Commissioner Dickey shared photographs of the Lands Ends walkway and praised the improvements and relayed that Publix did intend to replace their dock.

Mayor Doctor expressed gratitude for City staff and Public Works and noted the City's landscaping, the vacuum/street sweeper, and beach trash pickup had improved.

K. ADJOURNMENT

The meeting was adjourned at 7:58 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS SPECIAL MEETING
TUESDAY, MARCH 10, 2026 – 5:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 5:00 p.m. and led in the pledge of allegiance.

B. ROLL CALL

Present:
Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

C. ITEMS OF BUSINESS

C.1 Evaluation Committee for Request for Qualifications (RFQ) 26-009 – Treasure Island Commercial Redevelopment Master Plan

Mayor Doctor stated the meeting was an evaluation committee meeting within a Commission meeting. City Manager Charlie Van Zant agreed the Commission was meeting as an evaluation committee and deferred to Assistant Finance Director David Green, who reviewed the meeting process. Mayor Doctor stated the City needed to shift to more proactive actions to encourage development in the City.

Mr. Jim Hickey, Director of Calvin, Giordano & Associates (CGA), began a presentation, as contained in background materials. Mr. Louis Serna, CGA, continued the presentation. Mr. Jerry Kowalkowski, CGA, spoke on the parking portion of the presentation. Mr. Hickey concluded the presentation.

Mayor Doctor asked what the City could offer developers to build commercial projects. Mr. Hickey said it was important to look at existing/potential zoning and offering different zoning options could entice developers. Mayor Doctor believed planned developments (PDs) were

important and asked if PDs could be implemented in tandem with the master plan. Mr. Hickey said PDs could take different forms, the City may want to focus on smaller projects, and PDs offer flexibility for developers.

Commissioner Czyszczon asked if they had done a master plan that only included private property. Mr. Hickey said the majority of their projects had included public property but there was not much difference. Having been absent when the RFQ was approved, Vice Mayor Vasquez was surprised the Commission had not included City-owned downtown properties, wanted public property considered, and inquired why visioning and guiding steps came before the economic feasibility study. Mr. Hickey clarified the first meeting was a general introduction and it was important to hear ideas before there were financial constraints. Highlighting that she had not found a project that was completed in nine months, Vice Mayor Vasquez asked if nine months for completion was feasible. Mr. Hickey answered it was a quick turnaround and there would need to be discussion about how to include the seasonal population.

Commissioner Czyszczon asked Mr. Hickey's opinion regarding omitting the section of land between the Bascule Bridge and Gulf Boulevard. Mr. Hickey said that was the City's front door and should be considered in the master plan. Commissioner Czyszczon questioned what the minimal rate of return for a private developer. Mr. Hickey was unsure but said it was about land value and what the City received in return.

Noting stagnant land prices and rising construction costs, Commissioner Czyszczon asked how the City could encourage people to move or develop in the City. Mr. Hickey said a master plan would be helpful and stagnant land costs could be helpful for development. Commissioner Czyszczon asked for an estimated cost and timeframe for the properties included in the RFQ. Commissioner Dickey noted the cost was included in background material. Commissioner Czyszczon asked what amenities and other factors were important to developing the City and what were the City's three biggest deficiencies. Mr. Hickey said infrastructure and parks brought people and said blight, infrastructure, and commercial areas could be improved.

Commissioner Clark was fine with developing the City but there was a lot of public pressure on revitalizing downtown and asked for examples on finance feasibility modeling/structured financing. Mr. Hickey noted a project with the City of Hollywood where they were able to demonstrate economic feasibility of developments. Commissioner Clark asked for more information on tax increment financing (TIF), developer incentives, or public-private partnerships (PP3s). Mr. Hickey referred to the City of Hollywood and efforts to address height and density.

Commissioner Dickey noted the Yacht Club was included in the RFQ, believed 108th Avenue and the Community Park should be included, but not Treasure Bay because of the controversy surrounding the property. Regarding a reference in the proposal, Commissioner Dickey asked what work CGA had done for the City. Mr. Serna stated he had assisted staff with zoning reviews, comprehensive plan work, permits, etc. Commissioner Dickey asked if they had assisted with permits in Pinellas County. Mr. Serna said they had helped with zoning permits.

Commissioner Dickey asked what CGA believed would happen within a year or two after the master plan had been completed. Mr. Serna said they attempted to find the champions of the plan to ensure continuity. Mr. Hickey asserted it was important for implementation to occur even before the master plan was completed. Commissioner Dickey noted there was an engaged community in the City and was concerned it seemed like community engagement was limited to one phase of the project and asked how CGA ensured community involvement before implementation and throughout the process.

Mr. Thierry Boveri, Vice President of Ralftelis, shared a presentation, as contained in background material.

Mayor Doctor asked whether PDs could be implemented in conjunction with the master plan. Mr. Boveri did not see issues with doing so, but the project manager would be more suited to answer. Vice Mayor Vasquez appreciated the financial expertise of Ralftelis and wanted to know if there was an option to do the feasibility study separately before beginning master planning. Mr. Boveri said it was possible, but the result would be vague, and the master plan would provide better details. Vice Mayor Vasquez appreciated the response.

Commissioner Dickey liked the proposal included an early deliverable for Pirates Square and the Thunderbird Hotel to answer whether current codes were too restrictive, asked about work Ralftelis had previously done for the City, and questioned how the firm could guarantee a high level of work regarding physical design/land use planning/redevelopment. Mr. Boveri noted the project manager and other team members were equipped to assist but a subcontractor could be brought in if there were concerns. Commissioner Dickey wanted to know the confidence level that the master plan could be implemented in a short time. Mr. Boveri said if the community was engaged, there would be investment in implementation. Commissioner Dickey wanted more information on community engagement throughout the entire process. Mr. Boveri referred to a California project where the firm utilized communications specialists that identified stakeholders and stakeholders' concerns.

Commissioner Czyszczon asked if the firm had done a master plans for cities that only included private property. Mr. Boveri said no. Commissioner Czyszczon asked Mr. Boveri's opinion on excluding the area between the Bascule Bridge and Gulf Boulevard. Mr. Boveri said areas could be incorporated. Commissioner Czyszczon wanted confirmation Mr. Boveri had said the minimal rate of return for a developer was 20 percent. Citing economic struggles, Commissioner Czyszczon asked how the firm would recommend enticing people to live, work, and invest in the City. Mr. Boveri believed the beach and culture drove people to the City but the firm needed to determine what types of development would drive people to the City and consider the balance. Regarding similar past projects, Commissioner Czyszczon inquired what was the estimated time and cost for the five areas. Mr. Boveri said the cost could easily be six figures, tackling it in a phased approach could be beneficial, and a nine-month timeframe was possible but restrictive. Commissioner Czyszczon asked what amenities and factors were important to getting people to live, work, and invest in the City and what were the three biggest

areas for improvement. Mr. Boveri said reinvestment in the City and having things that draw people to the City, such as a marina and modern hotels.

Commissioner Clark noted costs would vary depending on how the Commission decided to structure the plan and asked for an example of a place where the firm started from scratch and developed a developer-level feasibility modeling with various scenarios. Mr. Boveri relayed Cities where they had conducted that type of work. Commissioner Clark sought confirmation on experience with tax increment financing and public-private partnership and asked if the firm could help with attracting outside developers. Mr. Boveri agreed but the project manager would be better suited to answer.

Commissioner Dickey asked what a more realistic timeframe was for a master plan. Mr. Boveri said a year and a half.

Mr. George Missimer, Cotleur & Hearing, began a presentation. Mr. Jeffrey Newton, McIntosh Associates, spoke on his company's credentials and asserted it was best to do the full master plan to be thorough rather than piecemeal. Attorney Nicole Poot, Lewis Longman Walker, relayed her experience. Ms. Ally Delevega, REG Architects, highlighted the company expertise and work history. Mr. Larry Zabik, Zabik and Associates, expounded on the firm's history and work.

Mayor Doctor asked if PDs could be implemented in tandem with the master plan development. Mr. Missimer did not see an issue and believed PDs were an important tool. Vice Mayor Vasquez asked for more information on feasibility studies. Mr. Missimer said there should be an element of the plan to address zoning before financial modeling would be accurate. Vice Mayor Vasquez wanted confirmation that Mr. Missimer did not suggest looking at return on investment on Pirates Square, reiterated developer concerns about developing to current codes, and wanted an answer. Mr. Missimer said it could be done.

Commissioner Dickey praised the written report and approach but believed the biggest weakness was that there were seven landscape architects assigned to the project and asked Mr. Missimer to address that. Mr. Missimer said the organizational chart was presented to show expertise, but it did not mean they would all be working on the project. Commissioner Dickey asked what Mr. Missimer believed the company's weaknesses were. Mr. Missimer said the company was not strong with financial feasibility but relied on subcontractors to provide that service.

Commissioner Czyszczon asked if the firm had done a master plan that only included private property. Mr. Missimer had seen that and master plans often included private properties. Commissioner Czyszczon wanted Mr. Missimer's opinion on excluding the piece of land between the Bascule Bridge and Gulf Boulevard. Mr. Missimer said the principles could be applied to other tracts of land. Commissioner Czyszczon asked what Mr. Missimer believed was the minimum rate of return for a developer. Mr. Missimer deferred to Mr. Zabik, who said developers often had a draw/anchor in the community in addition to profitability. Noting economic difficulties, Commissioner Czyszczon asked how to encourage people to live, work,

and invest in the City. Mr. Missimer said reviewing the codes was beneficial. Commissioner Czyszczon inquired about the total time and cost for project completion. Mr. Missimer noted Lauderdale by the Sea was approaching the master plan in phases, but it could be six figures and said nine months could be aggressive but would keep costs down. Commissioner Czyszczon referenced a graph in the presentation and asked how long he believed it would take. Mr. Missimer said community feedback could be the most time consuming. Commissioner Czyszczon asked what amenities draw people to a city and what three deficiencies he identified in the City. Mr. Missimer said the streetscape was not uniform and a master plan was the solution.

Commissioner Clark agreed the landscape architects were concerning and asked for examples of scenario-based financial modeling and proforma analysis of priority redevelopment sites and financial developer incentive programs. Mr. Missimer spoke about development tradeoffs. Mr. Zabik spoke about Lake Park, Florida, and Herring, Florida. Commissioner Clark questioned experience with TIF financing and PP3s. Mr. Zabik expounded on current examples. Commissioner Clark questioned what type of finance modeling was used.

Mayor Doctor thanked all the presenters. Assistant Director Green said the Commission could discuss or open public comment and stated he would be asking the Commission to rank the firms.

Mayor Doctor called for public comment.

Mr. Scott McKinney, 235 126th Avenue, believed focusing on specific areas individually would be beneficial, stated the City needed to move forward/rebuild, and wanted hotels and things to do, such as shopping, restaurants, public areas, and believed private condominiums on the beach did not encourage visitors.

Ms. Marie Barba, District 3, asked what the next step were after the RFQ. Mayor Doctor noted there was no conversation during public comment.

Mr. Gilad Ovaknin, Thunderbird Hotel, believed timing was essential, noted there were vacant lots over the island, suggested a targeted approach with an escalated timeline, emphasized developers were anxious to begin building, and felt the Thunderbird Hotel needed to develop, and believed the master plan should focus on the main elements of the City.

Mr. Robert Bozzo, District 1, liked the master planning project; believed nine months should be the target timeframe; supported the Thunderbird Hotel as a catalyst project idea, but felt private developers should not drive change; wanted a firm that was unbiased; liked the three presentations; and wanted simultaneous development with the master plan.

Mr. Andrew Vasey, District 2, relayed previous complaints about the Thunderbird Hotel redevelopment, asserted there was a scheme surrounding the master plan and PDs, and did not like the RFQ process.

Assistant Director Green requested the Commissioners rank the firms. Commissioner Clark wanted to defer the decision to the following Regular Meeting on March 16, 2026, and asked

if there was a reason they had to decide immediately. Chief Financial Officer (CFO) Victor Ortiz stated the Commission was acting as an evaluation committee but if the Commission did not want to vote, the decision could be rescheduled.

Vice Mayor Vasquez wanted to discuss the item; said the presentations were helpful and all three firms agreed about PDs; stated there was overlap on what the City already had and what the firms could provide, such as the City Attorney having land use expertise, having an Economic Development Director, and Kimley-Horn working on land development regulations (LDRs); did not want to delay redevelopment; believed the feasibility study would be beneficial; and all areas of the City needed to be addressed.

In answer Mayor Doctor, Assistant Director Green explained the committee needed to come up with a final ranking and, based on the ranking, the Commission could decide the next steps. CFO Ortiz said the Commission could decide not to vote or the Commission could vote to begin negotiations. Assistant Director Green said the committee needed to rank the firms. CFO Ortiz said a motion could be made to begin negotiations and emphasized that the RFQ needed to be concluded to not contaminate the process. Talks continued.

Commissioner Dickey agreed with Commissioner Clark that the decision was being made too soon after the proposals were released. Commissioner Czyszczon asked CFO Ortiz what he meant by contamination. CFO Ortiz said the Commission could not speak on the RFQ while it remained open. Commissioner Czyszczon said he was prepared to vote. Mayor Doctor agreed he was prepared to vote.

Assistant Director Green requested rankings. Commissioner Clark was not prepared to rank the firms. Vice Mayor Vasquez ranked the firms in the following order: 1, Raftelis; 2, CGA; and 3, Cotleur & Hearing.

Mayor Doctor ranked the firms in the following order: 1, Raftelis; 2, Cotleur & Hearing; and 3, CGA

Citing that he had always opposed a master plan, Commissioner Czyszczon would not rank the firms because he did not agree with only focusing on five pieces of private property, the timeframe was too long, and wanted to move forward with PDs.

Vice Mayor Vasquez wanted confirmation they were not ranking to hire, only to negotiate.

Commissioner Clark asked what would keep the Commission from getting a price from all three firms. CFO Ortiz said the costs could not be included in an RFQ and the Commission could only negotiate with the top-ranked firm. Commissioner Clark requested 48 hours to review what was presented that evening.

Commissioner Dickey did not like moving forward with limited input from Commissioners.

Answering Mayor Doctor, City Attorney Ralf Brookes said evaluation committee members always vote and said it was preferable that everyone vote but it was not legally necessary.

Following comments, Commissioner Dickey stated his rankings as: 1, Cotleur & Hearing; 2, Raftelis; and 3, CGA.

Attorney Brookes said if no one else wanted to vote, the top ranked firm would be brought to the Commission for a vote. In response to Mayor Doctor's request, Assistant Director Green announced Raftelis as the highest ranked firm, with Cotleur & Hearing second, and CGA third. CFO Ortiz reiterated Commissioners Czyszczon and Clark had the opportunity to vote.

Mayor Doctor said they would move forward with the selection of Raftelis and closed the evaluation committee. Attorney Brookes restated the firms' rankings.

Vice Mayor Vasquez moved that the City Manager negotiate a contract for feasibility study with Raftelis, while the City staff moved forward with putting in PDs. (The motion was subsequently withdrawn.)

Attorney Brookes said PDs should be another motion and clarified Vice Mayor Vasquez wanted to only move forward with a feasibility study with Raftelis.

Vice Mayor Vasquez moved the City Manager negotiate a contract with Raftelis for the feasibility study only at that time, seconded by Commissioner Czyszczon. (The motion was subsequently withdrawn). Responding to Mayor Doctor, City Manager Van Zant clarified the Vice Mayor was requesting the scope be reduced to a feasibility study for the five properties identified in the RFQ. Vice Mayor Vasquez confirmed that was the intent. Mayor Doctor stated it was more timely and would not include the entire master plan. After comments, CFO Ortiz said the negotiations could be phased with the feasibility study first. City Manager Van Zant and Attorney Brookes did not believe that was the motion's intent.

Commissioner Dickey did not understand why the master plan was being killed. Vice Mayor Vasquez said the feasibility study was important and time sensitive. Commissioner Dickey argued that the feasibility study was not what the firms had been brought into speak on and not what the City residents wanted. Commissioner Clark said his refusal to rank the firms was not an indication he did not want a master plan, only that he did not like the RFQ process, and stated the Thunderbird Hotel was the only developers ready to build. Vice Mayor Vasquez asked how the Commission could move forward with a master plan and allow the Thunderbird Hotel to build at the same time, while stalling other developments. In answer to Mayor Doctor, Vice Mayor Vasquez withdrew the motion.

Commissioner Clark moved to move forward with the master plan with Raftelis, seconded by Commissioner Dickey.

Mayor Doctor called for public comment. Attorney Brookes clarified the motion meant moving forward with negotiations.

Ms. Sarah Pennington, District 2, asserted developers were welcome to build under existing codes, expressed concerns with PDs because they did not include community input.

Mr. Robert Bozzo, District 1, asserted one Commissioner took over the discussion, felt that the motion should never have included PDs, wanted to move forward with the master plan, commented on the Thunderbird Hotel and Pirates Square, said PDs were a tool within a master plan.

Ms. Marie Barba, District 1, felt the Commission was confused because companies could be built under the code and referenced a failed PD for Pirates Square, and referenced a citizen-initiative ordinance regarding height and density.

Mr. Andrew Vasey, resident, reasserted there was a conspiracy to kill the master plan and asserted City Manager Van Zant was not taking any action to stop it.

Ms. Barb Adams, Isle of Palms, said the Commission needed to listen to the residents.

Mr. West Evans, Isle of Palms, said the process was not done properly and lacked transparency.

Mr. Gilad Ovaknin, Thunderbird Hotel, appreciated community support, believed the proposers had recommended PDs as a vehicle to move development forward, asserted building to current codes did not allow for enough potential profit and that was apparent in the lack of development on the beach, thanked the Commission for their work, and felt the master plan was a good project but timeliness was essential to developers.

Mr. Marcus Winters, 830 Capri Boulevard, believed a master plan was a good idea, stated the current codes did not allow developers to build, argued for PDs, stated the Commission was democratically elected and had the authority to make final decisions, argued the master plan was going to take more than a year and cost $250,000, did not believe the dissenting public would approve increased height and density even if the master plan recommended it, and urged development and progress.

Ms. Donna Jollymore, Thunderbird Hotel Manager, felt it made sense to move forward with PDs while working on the master plan.

Commissioner Czyszczon asked a PD ordinance be added to the March 16, 2026, meeting in conjunction with what the Commission was about to vote on. Mayor Doctor said that was a separate issue.

In answer to Mayor Doctor, City Clerk Lisa-Marie Kennedy read the motion on the table.

The motion carried four to one; Commissioner Czyszczon voted no.

D. ADJOURNMENT

The meeting was adjourned at 8:07 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 21, 2026
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Authorize the City Manager to sign a contract renewal with M.T. Causley for Building Department Services.
BACKGROUND:	The Commission executed the contract for RFP 20-001 with M.T. Causley on June 16, 2020, to provide five-years of Building Department services. The term of the contract is for a period of five years with two one-year renewal options. This contract calls for annual negotiations between the City and the vendor to agree upon renewal billable rates. Based on those stipulations, the billable rates for these services will increase by approximately 1.81% for this renewal term. The fifth amendment to the agreement was approved on June 17, 2025. This will be the second and final one-year renewal.
POLICY/PURPOSE:	The contract with M.T. Causley for supplemental Building Department services provides for annual rate adjustments over the term of the contract. Commission action is required to accept these renewed rates and modification to terms in the contract.
STRATEGIC PLAN RELEVANCE:	The requirement to provide Building Department services serves Goal 1 (Foster a vibrant business community) under the Financial and Economic Development Road Map, by ensuring development and redevelopment within the city is done to the correct standards.
ANALYSIS/DISCUSSION:	M.T. Causley is the City's primary vendor who currently

provides the required Building Department services, chiefly the role of the Building Official, inspection services and plans examination. The contract provides for Building Official Administration, Building Inspectors, Plan Examiners and the ability to provide other services such as permit technicians, code enforcement, and planners on an as needed basis.

In order to be able to continue to provide these services, the city must take action before the billable rates expire. Therefore, staff recommends approval of the fifth amendment to the agreement to ratify the renewed rates and ensure there are no gaps in the vendor's services.

FUNDING:

This contract is reflected in the Building Fund (140-5241-34000) and is funded by building development revenue, including building inspection and plan review fees.

MOTION:

I move to approve the one-year renewal of contract 20-001 with M.T. Causley to provide building department and other planning related services and to authorize the City Manager to sign the contract extension.

ATTACHMENTS:
PE - Sixth Amendment - 20-001 - MTC.pdf

SIXTH AMENDMENT TO THE AGREEMENT (RFP 20-001) BETWEEN THE CITY OF TREASURE ISLAND AND M.T. CAUSLEY, LLC – A SAFEBUILT COMPANY

This Sixth Amendment to the Agreement between the City of Treasure Island, Florida, and M.T. Causley, LLC pertaining to BUILDING DEPARTMENT SERVICES RFP 20-001 (the "Fifth Amendment"), made and entered into on this 21st day of April 2026 ("Effective Date"), shall amend, and supplement that certain Agreement entered into by and between M.T. Causley, LLC, a Florida limited liability company, with its principal place of business located at 444 N Cleveland Ave., Loveland, Colorado 80537 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 10451 Gulf Blvd., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated June 16, 2020, as amended (the "Agreement"), on the same terms and conditions.

WHEREAS, all capitalized terms used in this Sixth Amendment, which are not otherwise defined herein, shall have the same meaning as set forth in the Agreement; and

WHEREAS, Section 2. TERM of the Agreement established terms under which the Parties would engage in an annual negotiation to collaboratively set contractual rates for each renewal period of the agreement; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect the negotiated rates for the 2026/2027 yearly period.

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1) Recitals. The above recitals are true and correct and incorporated in this Sixth Amendment.

2) Rates. Per Section 2 of the original agreement, the Parties have negotiated renewal rates for the seventh year of the Agreement. These updated rates and an additional add-on service are detailed in the revised Exhibit A attached.

3) Effect of Amendment. This Sixth Amendment shall be effective as of June 16, 2026 and terminate one (1) year thereafter. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this Sixth Amendment shall remain unchanged and in full force and effect. To the extent that this Sixth Amendment conflicts with the Agreement, the provisions of the Sixth Amendment shall govern.

4) Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Sixth Amendment, that the governing or managing body of each of the Parties has approved this Sixth Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Sixth Amendment in the manner set forth below.

IN WITNESS WHEREOF, the Parties have made and executed this Sixth Amendment as of the Effective Date.

As To
CONTRACTOR/ M.T. Causley, LLC

Matthew K. Causley
Digitally signed by Matthew K. Causley
Date: 2026.04.06 21:16:15 -04'00'

BY: _____
Signature

President
(title of authorized corporate officer or individual)

Matthew K. Causley
Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

_____
Signature

City Manager:

_____
Signature

RFP 20 - 001 | Sixth Amendment
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: M.T. Causley, LLC, a SafeBuilt Company

Year: 7 2026 / 2027 Eff Date: 6/16/2026

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: - Building Department Administration - Residential and Commercial Inspection (all Trades) - Residential and Commercial Plan Review (all Trades) - Floodplain Management	$ 116.06 ~~$ 114.00~~	$ 172.06 ~~$ 169.00~~
B	Building Inspection	$ 96.72 ~~$ 95.00~~	$ 146.61 ~~$ 144.00~~
C	Plan Examination	$ 96.72 ~~$ 95.00~~	$ 146.61 ~~$ 144.00~~
	*Services to be provided on an as-needed basis (in a support capacity only)***		
1	Code Enforcement	$ 81.45 ~~$ 80.00~~	$ 121.16 ~~$ 119.00~~
2	Permit Clerk	$ 70.25 ~~$ 69.00~~	$ 103.85 ~~$ 102.00~~
3	Planner	$ 142.54 ~~$ 140.00~~	$ 212.79 ~~$ 209.00~~
4	Monthly Acct. Manager meeting (1 hour/mo.)	$0	$0

** After Hours Rate to include any services provided outside regular hours (7 am - 5 pm Monday-Friday), weekends, and City holidays. A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.*

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 21, 2026
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Contracts
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Authorize the City Manager to sign a contract renewal with Joe Payne Inc. for supplemental Building Department Services.
BACKGROUND:	The Commission executed the contract for RFP 20-001 on May 18, 2021, to provide five-years of supplemental Building Department services. The term of the contract is for a period of five years with two one-year renewal options. This contract calls for annual negotiations between the City and the vendor to agree upon renewal billable rates. Based on those stipulations, the billable rates for these services will increase by approximately 1.81% for this renewal term. The fourth amendment to the agreement was approved on July 16, 2024. This will be the fifth amendment to the agreement.
POLICY/PURPOSE:	The contract with Joe Payne Inc. (JPI) for supplemental Building Department services provides for annual rate adjustments over the term of the contract. Commission action is required to accept these renewed rates and modification to terms in the contract.
STRATEGIC PLAN RELEVANCE:	The requirement to provide Building Department services serves Goal 1 (Foster a vibrant business community) under the Financial and Economic Development Road Map, by ensuring development and redevelopment within the city is done to the correct standards.
ANALYSIS/DISCUSSION:	M.T. Causley is the City's primary vendor who currently

provides the required Building Department services, chiefly the role of the Building Official, inspection services and plans examination.

JPI serves as an additional available contractor to cover in case of any increase in building department services or any staff vacancies from M.T. Causley. The contract provides for Building Official Administration, Building Inspectors, Plan Examiners and the ability to provide other services such as permit technicians, code enforcement, and planners on an as needed basis.

In order to be able to continue to provide these services, the city must take action before the billable rates expire. Therefore, staff recommends approval of the fifth amendment to the agreement to ratify the renewed rates and ensure there are no gaps in the vendor's services.

FUNDING:

This contract is reflected in the Building Fund (140-5241-34000) and is funded by building development revenue, including building inspection and plan review fees.

MOTION:

I move to approve the one-year renewal of contract 20-001 with Joe Payne, Inc to provide building department and other planning related services and to authorize the City Manager to sign the contract extension.

ATTACHMENTS:
Fifth Amendment - 20-001 - JPI.pdf

FIFTH AMENDMENT TO THE AGREEMENT (RFP 20-001) BETWEEN THE CITY OF TREASURE ISLAND AND JOE PAYNE, INC. D/B/A JPI

This Fifth Amendment to the Agreement between the City of Treasure Island, Florida, and Joe Payne, Inc. pertaining to BUILDING DEPARTMENT SERVICES RFP 20-001 (the "Fifth Amendment"), made and entered into on this 21st day of April 2026 (“Effective Date”), shall amend and supplement that certain Agreement entered into by and between Joe Payne, Inc., a Florida corporation, with its principal place of business located at 5995 S Highway Beach, FL 32951 ("Contractor") and the City of Treasure Island, Florida, a municipal corporation of the State of Florida, located at 10451 Gulf Blvd., Treasure Island, Florida 33706 (the "City") (collectively referred to as the "Parties"), dated May 18, 2021, as amended (the "Agreement"), on the same terms and conditions.

WHEREAS, all capitalized terms used in this Fifth Amendment, which are not otherwise defined herein, shall have the same meaning as set forth in the Agreement; and

WHEREAS, Section 2. TERM of the Agreement established terms under which the Parties would engage in an annual negotiation to collaboratively set contractual rates for each renewal period of the agreement; and

WHEREAS, the Agreement provides that the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties wish to amend the Agreement to reflect the negotiated rates for the 2026/2027 yearly period.

NOW, THEREFORE, in consideration of the mutual covenants and consideration provided herein, it is hereby agreed that the Agreement is amended as follows:

1. Recitals. The above recitals are true and correct and incorporated in this Fifth Amendment.

2. Rates. Per Section 2 of the original agreement, the Parties have negotiated renewal rates for the sixth year of the agreement. These updated rates are detailed in the revised Exhibit A attached.

3. Effect of Amendment. This Fifth Amendment shall be effective as of May 18, 2026 and terminate one (1) year thereafter, unless otherwise extended. All other provisions of the Agreement and any additional exhibits to the Agreement that are not specifically amended by this Fifth Amendment shall remain unchanged and in full force and effect. To the extent that

this Fifth Amendment conflicts with the Agreement, the provisions of the Fifth Amendment shall govern.

4. Authority. Each of the Parties hereto covenant to the other party that it has the lawful authority to enter into this Fifth Amendment, that the governing or managing body of each of the Parties has approved this Fifth Amendment, and that the governing or managing body of each of the Parties has authorized execution of this Fifth Amendment in the manner set forth below.

IN WITNESS WHEREOF, the Parties have made and executed this Fifth Amendment as of the Effective Date.

As To
CONTRACTOR ____Joe Payne, Inc.__
(name of corporation or business)

BY: President

(title of authorized corporate officer or individual)

Joseph Payne

Signature

Joseph Payne

Printed Name

As To
CITY OF TREASURE ISLAND

ATTEST | City Clerk:

Signature

City Manager:

Signature

RFP 20-001 | Fifth Amendment
Exhibit A: Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name: Joe Payne, Inc d/b/a JPI

Year: 6 **2026 / 2027** Eff Date: 5/18/2026

Item #	Service Provided	Regular Hourly Rate	After Hours Rate*
A	Building Official Administration: − Building Department Administration − Residential and Commercial Inspection (all Trades) − Residential and Commercial Plan Review (all Trades)	$ 181.22 ~~$ 178.00~~	$ 181.22 ~~$ 178.00~~
B	Building Inspection	$ 91.63 ~~$ 90.00~~	$ 99.00 ~~$ 99.00~~
C	Plan Examination	$ 91.63 ~~$ 90.00~~	$ 99.00 ~~$ 99.00~~
*Services to be provided on an as-needed basis (in a support capacity only)***			
1	Code Enforcement	$ 80.43 ~~$ 79.00~~	$ 102.83 ~~$ 101.00~~
2	Permit Clerk	$ 58.03 ~~$ 57.00~~	$ 69.23 ~~$ 68.00~~
3	Planner	$ 102.83 ~~$ 101.00~~	$ 136.43 ~~$ 134.00~~

** After Hours Rate to include any services provided outside regular hours (8 am -5 pm Monday-Friday), weekends, and City holidays.*

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

AGENDA ITEM NO. G.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 21, 2026

SUBMITTED BY: Gary Volenec, Public Works

ITEM TYPE: Contracts

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Approve and Authorize the City Manager to Execute an Amendment to the Interlocal Agreement with Pinellas County for the NPDES Florida Department of Environmental Protection Annual Regulatory Program and Surveillance Fee

BACKGROUND:

The City of Treasure Island is required by regulation to monitor its stormwater discharge. Pinellas County and several of its municipalities, including Treasure Island, are co-permittees on a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit No. FLS000005.

This is an ongoing program which was initially entered into by the City on November 30, 2021, with prior approval being granted at the City Commission Meeting held on November 3, 2021. All participating parties had expectation that the agreement would likely be extended beyond the original 5-year expiration period.

POLICY/PURPOSE:

The purpose of this item is to request that the City Commission execute an Amendment to the Interlocal Agreement (ILA) with Pinellas County for the extension for an additional five (5) years of the required NPDES Florida Department of Environmental Protection Annual Regulatory Program and Surveillance Fee.

STRATEGIC PLAN RELEVANCE:

Goal 1 of the Environmental Sustainability Roadmap is to: *Become an environmentally sustainable and resilient community.*

ANALYSIS/DISCUSSION:

FDEP performs water quality monitoring for County waters and imposes annual fees for the cost of surveillance and other field services performed within the County for compliance with the MS4 permit. The County is billed directly, and the proposed agreement amendment requires the cities to reimburse the County for their respective portion of the costs.

FUNDING:

The total 2026 surveillance fee for Pinellas County $30,299.00. The County and the municipalities share the cost, based on a population ratio. The City's current share of the fee for 2026 is $247.29, which is a slight reduction from $264.34 in 2025. The NPDES program is budgeted in the City's stormwater fund.

MOTION:

I move to approve and authorize the City Manager to execute an Amendment to the Interlocal Agreement with Pinellas County for the NPDES Florida Department of Environmental Protection Annual Regulatory Program and Surveillance Fee.

ATTACHMENTS:

Co-Perm_surveillance fee ILA_2026 Amendment_1.pdf
Exhibits A and B.pdf
C of TreasIsl ILAASF 2026 Unsigned Signature Sheet.docx

PINELLAS COUNTY PUBLIC WORKS MANAGES ENVIRONMENTAL, STORMWATER, AND TRANSPORTATION SYSTEMS TO PROVIDE A SAFE SUSTAINABLE, AND VIBRANT COMMUNITY FOR THE PEOPLE OF PINELLAS COUNTY

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES

FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE

(PID No. 004464)

AGREEMENT PREPARED BY

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENVIRONMENTAL MANAGEMENT

September 2026

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE

THIS FIRST AMENDMENT (hereinafter "First Amendment") to the INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE dated November 30, 2021 (hereinafter "Interlocal Agreement"), is entered into this _____ day of _____, 2026, between PINELLAS COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY") and the following municipalities in Pinellas County, Florida: Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, and City of Treasure Island (although separate parties hereto collectively the "CO-PERMITTEES"); collectively the COUNTY and CO-PERMITTEES are referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the PARTIES entered into the Interlocal Agreement on November 30, 2021; and

WHEREAS, the Interlocal Agreement terminates upon the CO-PERMITTEES full payment of COUNTY invoices for Fiscal Year 2026; and

WHEREAS, the County's existing Florida Department of Environmental Protection ("FDEP") NPDES MS4 Permit FLS000005 ("MS4 Permit") is still in effect pursuant to Rule 62-624.420, F.A.C. as the COUNTY submitted a timely and sufficient MS4 Permit re-application with the Cycle 4 Year 4 Annual Report to FDEP on February 28, 2023, and FDEP has not yet taken final action on the application for renewal; and

WHEREAS, the PARTIES wish to extend the term of the Original Interlocal Agreement for an additional five (5) years; and update the contact information in SECTION 13.

NOW THEREFORE, the Interlocal Agreement is amended as follows:

1. The COUNTY'S remittance of the Annual Regulatory Program and Surveillance Fee, as set forth in, F.A.C. § 62- 4.052(10)(a) and subject to modification by FDEP is hereby extended an additional five (5) years

to include Fiscal Years 2027, 2028, 2029, 2030, and 2031.

2. The term of the Interlocal Agreement, as set forth in SECTION 4 (AGREEMENT TERM), is hereby extended an additional five (5) years and shall remain in effect until all invoices for Fiscal Year 2031 are paid by CO-PERMITTEES.

3. That SECTION 13. (NOTICE) is amended to read as follows:

All notices, invoices, payments, and other written communications between the parties shall be sent by electronic mail, certified U.S. mail, or recognized courier delivery service. Such notices shall be deemed effective upon delivery, as evidence by an electronic mail read receipt, a certified mail delivery receipt, or a courier service delivery receipt. Any notices, invoices, payments, and written communications shall be delivered to the PARTIES at their respective contact information as set forth below:

Belleair Bluffs:
Debra Sullivan
City Administrator
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770
727-584-2151
dsullivan@belleairbluffs-fl.gov

Belleair:
Ryan Womack
Public Works Superintendent
Town of Belleair
1075 Ponce De Leon Blvd.
Belleair, FL 33756
727-588-3769
rwomack@townofbelleair.net

Clearwater:
Jeremy Brown
Deputy City Engineer
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758
727-444-8250
jeremy.brown@myclearwater.com

Belleair Beach:
Kyle Riefler
City Manager
City of Belleair Beach
444 Causeway Blvd.
Belleair Beach, FL 33786
727-229-8431
kyle.riefler@cityofbelleairbeach.com

Gulfport:
Kendrix Anderson
Public Works Director
City of Gulfport
2401 53rd St. South
Gulfport, FL 33707
727-893-1090
tnicholls@mygulfport.us

Dunedin:
Meaghan McCormack
Environmental Program Manager
City of Dunedin
1405 County Road 1
Dunedin, FL 34698
727-298-3232
Meaghan.mccormack@dunedin.gov

Kenneth City:
Will Herbert
Town Manager
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709
727-498-8948
wherbert@kennethcityfl.org

Madeira Beach:
Megan Wepfer
Director of Public Works
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
727-543-8154
mwepfer@madeirabeachfl.gov

Oldsmar:
Johna Jahn
Interim Public Works Director
City of Oldsmar
100 State Street West
Oldsmar, FL 34677
813-749-1233
jjahn@oldsmarfl.gov

Redington Beach:
Adriana Nieves
Town Clerk
Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708
727-391-3875
townclerk@townofredingtonbeach.com

Safety Harbor:
Renee Cooper
Public Works Director
City of Safety Harbor
1200 Railroad Ave.
Safety Harbor, FL 34695
727-724-1550
rcooper@cityofsafetyharbor.com

Seminole:
Rodney Due
Public Works Director
City of Seminole
9199 113th St. N.
Seminole, FL 33772
727-397-6383
rdue@myseminole.com

Indian Rocks Beach:
Dean Scharmen
Public Works Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785
727-595-6889
dscharmen@irbcity.com

Largo:
Brooke Driskell
Stormwater Program Administrator
City of Largo
P.O. Box 296
Largo, FL 33779
727-587-6713
bdriskell@largo.com

North Redington Beach:
Eric Lamb
Public Works Supervisor
Town of North Redington Beach
190 173rd Ave.
North Redington Beach, FL 33708
727-391-4848
publicworks@townofnrb.com

Pinellas Park:
Kyle Arrison
Transportation, Stormwater, Construction
Division Director
City of Pinellas Park
6250 82nd Ave. N.
Pinellas Park, FL 33781
727-369-5621
karrison@pinellaspark.com

Redington Shores:
Michelle Lowe
Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708
727-397-5538
townclerk@redshoresfl.com

South Pasadena:
Shawn Shimko
Public Works Director
City of South Pasadena
7047 Sunset Dr. S.
South Pasadena, FL 33707
727-384-0701
sshimko@mysouthpasadena.com

St. Pete Beach:
Frances Robustelli
City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706
727-426-3521
frobustelli@stpetebeach.org

Tarpon Springs:
Anthony "Tony" Mannello
Streets and Stormwater Supervisor
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689
727-942-5606
amannello@ctsfl.us

Treasure Island:
Gary Volenec
Public Works Director
City of Treasure Island
10451 Gulf Blvd.
Treasure Island, FL 33706
727-547-4575
gvolenec@mytreasureisland.org

4. Exhibit A is hereby replaced with the updated Exhibit A, attached.

5. Exhibit B is hereby replaced with the updated Exhibit B, attached.

6. This First Amendment will be effective upon execution by all PARTIES and filing with the Clerk of the Circuit Court of Pinellas County pursuant to F.S. § 163.01(11).

7. All other provisions and conditions of the Interlocal Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES
FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the day and year first above written.

PINELLAS COUNTY, FLORIDA, by and through its
Board of County Commissioners

By: _____
Dave Eggers, Chair

ATTEST:

_____
Ken Burke, Clerk of the Circuit Court

APPROVED AS TO FORM:

By: _____
Office of County Attorney



INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 COPERMITTEES FOR THE ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE

EXHIBIT A

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bureau of Finance and Accounting
P.O. Box 3070
Tallahassee, FL 32315-3070

Annual Regulatory Program and Surveillance Fee
2026

INVOICE

INVOICE NO: 35925
DATE: 12/03/2025

To: klevy@pinellascounty.org
Permittee CC: bburton@pinellascounty.org

LEVY,KELLI
PINELLAS COUNTY
22211 US 19 N
BUILDING 10
CLEARWATER, FL 33765

Accounting Information
Object Code: 002140
Org Code : 37 35 10 10 000
Expansion Option: TA
FLAIR Code : 372025260013735040000000020000
Facility Key # 19949

FACILITY ID	FACILITY NAME	INVOICE AMOUNT
FLS000005	PINELLAS CO & CO APP - MS4	$30,299.00

Invoice amount represents only current year fee assessment.

This fee is assessed pursuant to Rule 62-4.052, Florida Administrative Code, and is **DUE January 15, 2026.** A copy of the rule may be found at https://www.flrules.org/gateway/RuleNo.asp?title=PERMITS&ID=62-4.052.

Payments can be made by personal, business or cashier's check, money order, electronic fund transfer or online by credit card. To pay online visit the DEP Business Portal at http://www.fldepportal.com. Choose Pay > Invoices > Wastewater & Stormwater Regulatory Fees. Then Sign-in or Register for a new account.

If you have questions about MS4 facilities, this fee or payment email Anna.Lomasney@dep.state.fl.us or call 850-245-8568.

cc: DEP TLST District Office

PLEASE DETACH & RETURN THIS REMITTANCE SLIP WITH PAYMENT

INVOICE NO: 35925
DATE: 12/03/2025

PAY ONLINE AT: HTTP://WWW.FLDEPPORTAL.COM OR MAIL TO: BUREAU OF FINANCE AND ACCOUNTING
P.O. BOX 3070
TALLAHASSEE, FL 32315-3070

MAKE ALL PAYMENTS PAYABLE TO: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

FACILITY ID	FACILITY NAME	INVOICE AMOUNT	REMIT AMOUNT
FLS000005	PINELLAS CO & CO APP - MS4	$30,299.00	$_____

Accounting Information
Object Code: 002140
Org Code : 37 35 10 10 000
Expansion Option: TA
FLAIR Code : 372025260013735040000000020000
Facility Key # 19949



INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 COPERMITTEES FOR THE ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE

EXHIBIT B

Exhibit B: Population Data

	2026		
	ACTUAL	%	POPULATION
Belleair	$ 176.23	0.0062	4,306
Belleair Bch	$ 62.53	0.0022	1,534
Belleair Bluffs	$ 93.80	0.0033	2,298
Belleair Shore	$ -		66
Clearwater	$ 4,806.50	0.1691	118,327
Dunedin	$ 1,452.47	0.0511	35,742
Gulfport	$ 469.00	0.0165	11,525
Indian Rocks Bch	$ 139.28	0.0049	3,433
Indian Shores	$ -		1,158
Kenneth City	$ 201.81	0.0071	4,957
Largo	$ 3,416.56	0.1202	84,075
Madeira Bch	$ 147.80	0.0052	3,629
N Redington Bch	$ 56.85	0.0020	1,389
Oldsmar	$ 605.43	0.0213	14,879
Pinellas Pk	$ 2,236.97	0.0787	55,055
Redington Bch	$ 51.16	0.0018	1,224
Redington Shores	$ 79.59	0.0028	1,955
Safety Hrbor	$ 682.18	0.0240	16,808
St Pete Bch	$ 341.09	0.0120	8,424
St Petersburg	$ -		266,153
Seminole	$ 784.50	0.0276	19,323
S Pasadena	$ 201.81	0.0071	4,958
Tarpon Springs	$ 1,043.16	0.0367	25,676
Treasure Island	$ 247.29	0.0087	6,103
Unincorporated	$ 11,127.99	0.3915	273,936
		1.0000	966,933
	$ 28,424.00		(268,307)
	2026		698,626
State of FL,DEP Ir	$ 30,299.00		
FDOT	$ (1,875.00)		
	$ 28,424.00		

	2025		
	ACTUAL	%	POPULATION
Belleair	$ 173.39	0.0061	4,310
Belleair Bch	$ 65.38	0.0023	1,633
Belleair Bluffs	$ 93.80	0.0033	2,312
Belleair Shore	$ -		70
Clearwater	$ 4,789.44	0.1685	118,463
Dunedin	$ 1,441.10	0.0507	35,606
Gulfport	$ 474.68	0.0167	11,757
Indian Rocks Bch	$ 150.65	0.0053	3,702
Indian Shores	$ -		1,206
Kenneth City	$ 198.97	0.0070	4,943
Largo	$ 3,393.83	0.1194	83,950
Madeira Bch	$ 162.02	0.0057	4,006
N Redington Bch	$ 59.69	0.0021	1,472
Oldsmar	$ 602.59	0.0212	14,888
Pinellas Pk	$ 2,222.76	0.0782	54,952
Redington Bch	$ 54.01	0.0019	1,346
Redington Shores	$ 88.11	0.0031	2,154
Safety Hrbor	$ 679.33	0.0239	16,762
St Pete Bch	$ 355.30	0.0125	8,765
St Petersburg	$ -		267,031
Seminole	$ 781.66	0.0275	19,338
S Pasadena	$ 218.86	0.0077	5,403
Tarpon Springs	$ 1,048.85	0.0369	25,949
Treasure Island	$ 264.34	0.0093	6,510
Unincorporated	$ 11,105.26	0.3907	274,690
		1.0000	971,218
	$ 28,424.00		(268,307)
	2025		702,911
State of FL,DEP Ir	$ 30,299.00		
FDOT	$ (1,875.00)		
	$ 28,424.00		

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ANNUAL REGULATORY PROGRAM AND SURVEILLANCE FEE

CITY OF TREASURE ISLAND

John Doctor Mayor	Charles Van Zant City Manager
	Seal
Approved as to form:	Attest:
Ralf Brookes Attorney	Lisa-Marie Kennedy City Clerk

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 21, 2026

SUBMITTED BY: Victor Ortiz, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Ordinance 2026-11, Budget Amendment Commercial Redevelopment Master Plan

BACKGROUND:

The City issued RFQ 26-009 to solicit firms to provide planning services for the development of a Commercial Redevelopment Master Plan. On April 7, 2026, the contract for RFQ 26-009 was awarded by the City Commission to Raftelis Financial Consultants for an amount not to exceed $197,504.

POLICY/PURPOSE:

Section 3.12(a) of the City's Charter stipulates that any amendments to the city's annual budget be approved by ordinance. Amend the budget with an additional $198,000 for the expense of completing the Treasure Island Commercial Redevelopment Master Plan.

STRATEGIC PLAN RELEVANCE: This is a regulatory step related to a budget.

ANALYSIS/DISCUSSION:

Under the agreement, the consultant will perform services in accordance with applicable professional standards, laws, and regulations, while coordinating with City staff. The project will be phased, and each task area has a defined scope, schedule, and fees, allowing the City to maintain oversight, budget control, and flexibility as the project progresses.

FUNDING: General Fund Set Aside Reserves

MOTION:

I move to approve Ordinance No. 2026-11 at this first public hearing and to schedule it for a second reading at the May 19th, regular Commissioner's Board meeting.

ATTACHMENTS:
Budget Amendment 2026-11.xlsx
ORDINANCE_2026-11-Master Plan.docx

BUDGET AMENDMENT

DATE: 2026-05-19

FY 2026

TO: City of Treasure Island City Manager

Ord. # 2026-11

FROM: Victor Ortiz, Chief Financial Officer

SUBJECT: FY 2026 CIP Adjustment

REVENUE

Fund	*Acct.*	*Name*	*Proceeds for:*	*TOTAL*
			Total	**$ -**

EXPENSE:

Fund	*Prog.*	*Acct.*	*Name*		*TOTAL*
001	5120	XXXX	Commercial Redevelopment Master Plan	'FY 2026 budget amendment, General Fund Expense	$ 198,000.00
				Total	**$ 198,000.00**

EXPLANATION:

City of Treasure Island shall budget $198K for performance of a Commercial Redevelopment Master Plan estimated to be spent in FY2026.

		DATE
Chief Financial Officer:		
City Manager:		
Completed by Finance:		

ORDINANCE 2026-XX

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING THE FISCAL YEAR 2026 GENERAL FUND BUDGETS TO RECOGNIZE ADDITIONAL EXPENSES OF $198,000 FOR EXPENSE OF COMPLETING A COMMERCIAL REDEVELOPMENT MASTER PLAN PROVIDING FOR SEVERABILITY; CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2026-02, the City of Treasure Island, Florida adopted an annual operating budget for fiscal year 2026; and

WHEREAS, the City shall spend money exceeding the Fiscal Year 2026 Approved Budget in the amount of $198,000 for the expense of constructing a Public Safety Building.

WHEREAS, this ordinance is a budget amendment and therefore, pursuant to s. 166.041(4)(c), Fla. Stat., this ordinance is exempt from the business impact estimate requirement of s. 166.041(4)(a), Fla. Stat.; and

WHEREAS, pursuant to the City's Charter and generally accepted accounting principles, the City finds it in the public's best interest to amend the City's budget to recognize the additional expenses of $198,000 in General Fund toward the expense of completing a City Commercial Master Plan.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. The budget for the City of Treasure Island, Florida for the fiscal year 2026, as adopted pursuant to Ordinance 2026-02 is hereby amended by adding expenses of $198,000 in General Fund toward the expense of completing a City Commercial Master Plan.

SECTION 3. That allocation of said funds shall be as follows:

<u>General Fund - Expenses</u>		
Commercial Redevelopment Master Plan	001-5210-XXXX	$198,000

SECTION 4. SEVERABILITY. It is declared to be the intent of the City Commission, that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. CONFLICT. This action supersedes all ordinances and resolutions of the City or portions thereof, in conflict with or inconsistent with this ordinance, to the extent of such inconsistency or conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 21st day of April, 2026.

SECOND READING and PUBLIC HEARING on the 19th day of May, 2026.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2026.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the _____ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 21, 2026

SUBMITTED BY: Jessica Zamora, Administration

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Reorganization of Public Works

BACKGROUND: Following the departure of two Public Works Directors and the Special Projects Supervisor, as well as outsourcing sanitation services, the department's needs and responsibilities have changed significantly. With several major projects scheduled, employees and supervisors are already performing duties that reflect this new structure. To ensure job descriptions remain accurate and relevant — and to formally recognize the work already being done — it is proposed that this restructuring be made official.

POLICY/PURPOSE: The purpose of this reorganization is to update job titles and pay ranges to accurately reflect the current duties, responsibilities, and requirements of each position — changes made necessary by structural shifts that followed the departure of several employees.

STRATEGIC PLAN RELEVANCE: Administration - Goal 1: Establish a Succession Plan for Each Department

ANALYSIS/DISCUSSION: The proposed reorganization includes the following changes (Pay Grade = PG):

- Reclassifications:
  - Public Works Director (PG L) to Assistant City Manager/Operations Manager (PG M)
    - City Manager and City Clerk are currently PG M due to their salaries being determined by Commission; PG N would be created to accommodate those positions

- Assistant Public Works Director (PG I) to Assistant Public Works Director/Engineer (PG J)
- Public Works Supervisor (PG C) to Public Works Manager – Grounds & Beaches (PG E)
- Building Supervisor (PG A) to Public Works Manager – Facilities (PG E)
- Public Works Project Manager (PG B) to Public Works Manager – Projects (PG E)

FUNDING: TBD

MOTION: I make a motion to approve the reorganization of Public Works with the new job titles and pay ranges.

ATTACHMENTS:
Assistant City Manager_Operations Director.docx
Assistant Public Works Director_Engineer.docx
Public Works Manager - Facilities.docx
Public Works Manager - Grounds & Beaches.docx
Public Works Manager - Projects.docx

JOB DESCRIPTION

City of Treasure Island, Florida

ASSISTANT CITY MANAGER / OPERATIONS DIRECTOR

DEPARTMENT: Administration

JOB TYPE: Full Time, Exempt

SALARY: $108,208.00 - $162,314.00

PAY GRADE: M

GENERAL DESCRIPTION

Under general direction of the City Manager, the Assistant City Manager/Operations Director leads the activities and administrative functions of assigned departments. Plan, direct, review and assure City compliance with the ordinances, codes, and policies to effectively manage the operations of the City. The person in this role will coordinate assigned activities with other departments and outside agencies and provide highly responsible and complex operational support to the City Manager.

ESSENTIAL JOB FUNCTIONS

To perform the job successfully, an individual must be able to function at a highly proactive level and perform each essential duty independently and accurately. The duties listed are a representation of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job-related duties as required.

- Plan, coordinate, direct and exercise general supervision over employees engaged in a wide variety of public works tasks, including streets maintenance, storm water management, water and sewer utilities and vehicle and facilities maintenance.

- Responsible for optimizing the departmental organization, personnel distribution, and maintenance practices to affect the most efficient and economical utilization of facilities, personnel and equipment.
- Direct the supervision and inspection of contract street and public works projects within the City; coordinate the development of practical designs for road improvements to provide for effective drainage and the safe and expeditious flow of street traffic.
- Administer, direct, and coordinate professional agreements for engineering services provided to the City by consulting engineers and architects.
- Prepare, develop, and draft reports, documents, and feasibility studies to present to commission.
- Develop and manage the operating and capital budgets for the assigned departments.
- Oversee the selection, placement, promotion, training, development, safety, discipline and appraisal of assigned.
- Support the strategic direction and policies set forth by the City Commission and directed by the City Manager.
- Submit oral and written reports to the City Manager on a variety of special assignments; collaborate with departments and directors to handle special projects.
- Represent the City Manager at various interdepartmental, intergovernmental, and civic group meetings.
- Submit oral and written reports to the City Manager on a variety of special assignments; collaborate with departments and directors to handle special projects.
- Attend all meetings of the City Commission unless otherwise excused.
- Ensure that all laws, ordinances, and policies of the City are duly enforced and that all franchises, permits, licenses and privileges granted by the City are faithfully performed and observed.
- Serve as Acting City Manager in the absence of the City Manager.
- Perform related tasks as required.

MINIMUM QUALIFICATIONS

- Graduation from an accredited four-year college or university with a Bachelor of Science degree in civil engineering, construction engineering or other engineering specialty;
- Possession of a Professional Engineering (PE) license from the State of Florida or ability to have PE within 6 months from date of hire;
- Eight (8) years' experience in the administration and management of a municipal public works division or closely related field;
- Project management experience required; project management certification a plus;
- Four (4) years' supervisory experience, or
- CPM is highly desirable, or
- An equivalent combination of education, training, and experience.

LICENSES, CERTIFICATIONS OR REGISTRATIONS

- Valid Florida Driver's License.

KNOWLEDGE, SKILLS, AND ABILITIES

- Modern civil engineering terminology and principals.
- Knowledge of specific software programs (i.e. C.A.D.)
- Knowledge of the principles and practices, laws, ordinances, and statutes of Public Works administration.
- Knowledge of the methods and procedures of Public Works, utility maintenance and repair, and of the types and uses of modern maintenance and related equipment, tools, and materials.
- Skill in mathematics through trigonometry and its application to field surveying and engineering computations.
- Knowledge in construction, inspection, and maintenance of construction projects.
- Ability to manage multiple projects and ensure completion.
- Skill in planning and designing a variety of engineering projects.
- Ability to establish and maintain effective working relationships with City employees, elected officials, contractors, suppliers, city residents as well as other local, state, and federal agencies.
- Knowledge and training in supervisory and leadership practices and procedures.
- Knowledge and experience in project management of Capital Improvement Projects
- Knowledge and experience in NPDES permit compliance and reporting.
- Training and experience in job safety requirements for areas of responsibility.
- Ability to communicate clearly and concisely, orally and in writing.
- Skill in the use of computerized system applications and personal computer software applications including Word and Excel to assist in analyzing accounting data.
- Ability to maintain information on a "confidential" basis.
- Excellent leadership, coaching, mentoring and people skills as well as excellent organizational skills.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without corrections). Required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities.
- Ability to lift and carry objects no heavier than 20 pounds on occasion.
- Ability to maintain repetitive motion of wrists, hands, and/or fingers.
- Ability to pick, pinch, or otherwise work primarily with fingers rather than with the whole hand as in handling.
- Ability to walk, sit, climb, balance, stoop, kneel, crouch, crawl, feel, and smell.
- Ability to sit, walk, or stand for extended periods of time.

Reasonable accommodation will be made for otherwise qualified individuals with a disability.

ENVIRONMENTAL CONDITIONS

The work is sedentary and performed primarily indoors in a distraction heavy office environment with noise and frequent interruptions. The work requires mental acuity including the ability to make rational decisions through sound logic and deductive processes.

JOB DESCRIPTION

City of Treasure Island, Florida

ASSISTANT PUBLIC WORKS DIRECTOR / ENGINEER

DEPARTMENT: Public Works **JOB TYPE:** Full Time, Exempt

SALARY: $91,660.31 - $137,489.91 **PAY GRADE:** J

GENERAL DESCRIPTION

Under the direction of the Assistant City Manager/Operations Director, this position is responsible for providing professional level management and specialized engineering work for the design, construction, and maintenance of City infrastructure. The person in this position oversees the supervisors of various crews assigned to Public Works, plans and implements public works projects, and assists with the preparation of the budget. The work requires a large degree of independent judgement under the general direction of the Assistant City Manager / Operations Director. This position has considerable contact with contractors, engineers, and other internal and external contacts, requiring excellent public relations skills.

ESSENTIAL JOB FUNCTIONS

To perform the job successfully, an individual must be able to function at a highly proactive level and perform each essential duty independently and accurately. The duties listed are a representation of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job-related duties as required.

- Assist the Assistant City Manager / Operations Director in oversight and management of the daily operations and activities of the Public Works department; coordinate mid-term and long-term planning for the department and provide strategic planning and development input and direction.
- Supervise, manage, and direct assigned personnel; review and approve completed and current assignments; assist with regulators, the public, and interactions with other departments.
- Administer the construction and maintenance of the City's street and utilities systems; develop and implement programs, practices, and procedures for Public Works.
- Review reports and construction plans for compliance with the City codes and proper engineering design standards.

- Perform site plan reviews for City building and infrastructure projects; check, evaluate, and review plans, specifications, and reports submitted by private engineering consultants to ensure they are compatible with other infrastructure projects and conform to the City's overall goals and objectives.
- Provide various engineering advice regarding proposals made, including specifications and standards, as to the soundness of design, theory, and construction practice.
- Conduct field inspections, observe operations, and determine the quality of work and compliance with City codes being performed on City projects; negotiate with regulatory agencies to obtain necessary construction or operation permits.
- Provide expertise in the development, formulation, and implementation of engineering standards, specifications, and office policy; conduct engineering studies and evaluations, compile information, and make other recommendations based on findings.
- Manage, monitor, and handle engineering consultant contracts, provide feedback and general information regarding contract status and details; monitor project status through completion of the project.
- Consult with internal departments, consultants, contractors, and other stakeholders in the analysis, design, and review of studies, reports, specifications, and inspection of construction work for compliance.
- Ability to serve as the Engineer of Record for minor in-house projects.
- Participate in the interviewing, hiring, and evaluation of supervisory-level personnel for the department; ensure performance evaluations are completed on time; attend supervisors' meetings, and other personnel activities; oversee the retention and development of employees.
- Oversee safety efforts throughout the department; ensure all safety protocols are effectively communicated and trained.
- Approve requisitions, work closely with Finance to develop RFP's, monitor contract deadlines and extensions, and process all purchases through budget guidelines; monitor expenses, revenue, and budget related to capital improvement projects.
- Participate in the development and implementation of new or modified departmental policies.
- Prepare and present proposed resolutions and ordinances for presentation before the City Commission.
- Perform various tasks for the emergency preparedness response of the City.
- Assist with the preparation of the Department's operating and capital budget.
- Serve in a staff position as a "confidential" employee.
- Perform related tasks as required.

MINIMUM QUALIFICATIONS

- Graduation from an accredited four-year college or university with a Bachelor's Degree in Civil Engineering or related engineering field;
- Four (4) years' experience of professional engineering as a Professional Engineer
- Experience managing municipal public works projects is preferred
- Two (2) years of supervisory experience, or
- An equivalent combination of education, training, and experience.

LICENSES, CERTIFICATIONS OR REGISTRATIONS

- Valid Florida Driver's License.

KNOWLEDGE, SKILLS, AND ABILITIES

- Modern civil engineering terminology and principals.
- Ability to learn specific software programs (i.e. C.A.D.)
- Knowledge of the principles and practices, laws, ordinances, and statutes of Public Works administration.
- Knowledge of the methods and procedures of Public Works, utility maintenance and repair, and of the types and uses of modern maintenance and related equipment, tools, and materials.
- Skill in mathematics through trigonometry and its application to field surveying and engineering computations.
- Knowledge in construction, inspection, and maintenance of construction projects.
- Ability to manage multiple projects and ensure completion.
- Skill in planning and designing a variety of engineering projects.
- Ability to establish and maintain effective working relationships with City employees, elected officials, contractors, suppliers, city residents as well as other local, state, and federal agencies.
- Ability to learn supervisory and leadership practices and procedures.
- Skill in project management of Capital Improvement Projects.
- Knowledge and experience in NPDES permit compliance and reporting.
- Training and experience in job safety requirements for areas of responsibility.
- Ability to communicate clearly and concisely, orally and in writing.
- Skill in the use of computerized system applications and personal computer software applications including Word and Excel to assist in analyzing accounting data.
- Ability to maintain information on a "confidential" basis.
- Skill in leadership, coaching, mentoring and people skills as well as excellent organizational skills.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without corrections)
- Acceptable hearing (with or without aid)
- Ability to communicate both orally and in writing.
- Ability to access, input and retrieve information from a computer.
- Ability to lift 40 pounds.
- Physical ability to sit, stand, walk, climb, balance, stoop, kneel or crouch.
- Physical ability to reach items with arms and hands and manual dexterity and fine motor skills

Reasonable accommodation will be made for otherwise qualified individuals with a disability.

ENVIRONMENTAL CONDITIONS

The work is sedentary and performed primarily indoors in a distraction heavy office environment with noise and frequent interruptions. Some outdoor work is necessary to review work sites and project conditions, as well as assess citizen concerns. The work requires mental acuity including the ability to make rational decisions through sound logic and deductive processes.

JOB DESCRIPTION

City of Treasure Island, Florida

PUBLIC WORKS MANAGER – FACILITIES

DEPARTMENT: Public Works

JOB TYPE: Full Time, Exempt

SALARY: $64,746.26 - $100,032.97

PAY GRADE: E

GENERAL DESCRIPTION

This is a highly responsible position overseeing the City's facilities. The person in this role manages the maintenance, repair, and improvement of City facilities and utilities in a coastal environment and oversees assigned staff. Work is performed under the general supervision of the Public Works Assistant Director. This job includes work beyond basic electrical and mechanical work, which shall be performed as required.

ESSENTIAL JOB FUNCTIONS

- Coordinate and direct employees assigned to the facilities and utilities maintenance crews; assign duties and review work for completeness and conformance to City requirements.
- Perform routine inspections and maintenance of facilities and overseeing repairs as needed.
- Develop scopes of work and obtain quotes for facility and utilities maintenance and repair services as needed.
- In conjunction with IT, ensure proper security measures are in place and functioning, including but not limited to, controlling building access and video cameras.
- Develop and maintain facilities operation and maintenance plans, including assisting the Assistant Public Works Director with plans and budgets for capital improvements.
- Ensure advanced and daily scheduling for all duties and work orders is completed by the supervisors of the assigned staff; maintain all maintenance records as they pertain to assigned areas.

- Responsible for enforcing safety procedures; work in coordination with the other Public Works Managers to provide and oversee safety training meetings.
- Maintain inventory of all parts, uniforms, and equipment needed the assigned personnel to complete their work orders.
- Review and approve time and attendance of assigned staff.
- Assist the Assistant Public Works Director with the preparation of the capital budget as it pertains to facilities and utilities.
- Respond to the public regarding inquiries relative to Public Works services.
- Participate in the selection, placement, promotion, training, development, safety, discipline, and evaluation of assigned personnel.
- Assist with facility assessments and repair coordination following damage-related events; participate in emergency operations and storm preparation and recovery activities.
- Uphold City and departmental policies among staff and recommend revisions for improvements and standardization to improve efficiency and effectiveness of operations.
- Serves in a staff position as a "confidential" employee.
- Will be responsible for the supervision of other employees.
- Performs related work as required.

These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job-related duties as required.

MINIMUM QUALIFICATIONS

- Associate's degree in construction management, facilities management, engineering technology, or related field, or
- Bachelor's degree preferred, and
- Five (5) years' experience in building maintenance, facilities management, or construction, including supervisory or project coordination experience, and
- Experience working in a coastal community preferred, or
- An equivalent combination of education, training, and experience.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of modern techniques, methods, procedures and practices of providing and maintaining City facilities and stormwater/wastewater systems.
- Ability to plan, direct, supervise, and inspect facilities and stormwater/wastewater systems.
- Ability to plan, assign, instruct, review, and evaluate work assignments of assigned personnel.
- Ability to monitor the department budget and maintain spending authorizations.

- Must be proficient in the use of computers, tablets, and smart phones (MS Office, electronic communications, email, text etc.).
- Must have ability to follow complex written and oral instructions; as well as ability to communicate clearly and concisely both orally and in writing.
- Strong analytical, interpersonal and communication skills, and organizational skills in problem solving.
- Ability to establish and maintain effective working relationships with employees, supervisors, and stakeholders.
- Ability to develop and present long-range plans for the assigned area of responsibility.
- Ability to schedule work and resources complete work orders while being cost-effective.
- Ability to set and adjust priorities and effectively communicate the changes.
- Ability to teach, mentor, coach, and lead teams of various individuals with varying skill levels.
- Ability to effectively communicate verbally and in writing.
- Ability to respond to duty during emergencies that may occur during nights, weekends, or holidays, to include catastrophic events.

LICENSES, CERTIFICATIONS OR REGISTRATIONS

Valid Florida Driver License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without corrections).
- Acceptable hearing (with or without aid).
- Climbing, walking, standing, bending, stooping, kneeling.
- Communication orally and in writing.
- Ability to frequently change in activities.
- Grasping, touching small tools and equipment.
- Lifting, pushing, pulling, and carrying objects ranging light to heavy weight (5-50 pounds).

Reasonable accommodation will be made for otherwise qualified individuals with a disability.

ENVIRONMENTAL CONDITIONS

Work is performed in a variety of environments both indoors and outdoors with moderate noise levels and is subject to outside environmental conditions. Work performed in pump stations could be performed in a confined space.

JOB DESCRIPTION

City of Treasure Island, Florida

PUBLIC WORKS MANAGER – GROUNDS & BEACHES

DEPARTMENT: Public Works

JOB TYPE: Full Time, Exempt

SALARY: $64,746.26 - $100,032.97

PAY GRADE: E

GENERAL DESCRIPTION

This is a highly responsible position overseeing the City's grounds, landscaped areas, public areas, and beaches. The person in this role oversees assigned staff, and coordinates operations to maintain clean, safe, and attractive public areas in a coastal environment. Work is performed under the general supervision of the Public Works Assistant Director.

ESSENTIAL JOB FUNCTIONS

- Coordinate and direct employees assigned to the grounds and beaches maintenance crews and janitorial staff; assign duties and review work for completeness and conformance to City requirements.
- Plan and direct maintenance activities for landscaped areas, public spaces, parks, beach access areas, and municipal properties.
- Oversee routine and special maintenance activities including landscaping, litter control, and beach maintenance.
- Respond to resident concerns and service requests related to grounds and beach maintenance.
- Develop scopes of work and obtain quotes for landscaping, maintenance, and repair services as needed.
- Develop and maintain public spaces, landscaping and beach maintenance plans, including assisting the Assistant Public Works Director with plans and budgets for capital improvements.

- Ensure advanced and daily scheduling for all duties and work orders is completed by the supervisors of the assigned staff; maintain all maintenance records as they pertain to assigned areas.
- Responsible for enforcing safety procedures; work in coordination with the other Public Works Managers to provide and oversee safety training meetings.
- Maintain inventory of all parts, uniforms, and equipment needed the assigned personnel to complete their work orders.
- Review and approve time and attendance of assigned staff.
- Assist the Assistant Public Works Director with the preparation of the capital budget as it pertains to grounds and beaches.
- Participate in the selection, placement, promotion, training, development, safety, discipline, and evaluation of assigned personnel.
- Assist with damage assessments and repair coordination following damage-related events; participate in emergency operations and storm preparation and recovery activities.
- Uphold City and departmental policies among staff and recommend revisions for improvements and standardization to improve efficiency and effectiveness of operations.
- Serves in a staff position as a "confidential" employee.
- Will be responsible for the supervision of other employees.
- Performs related work as required.

These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job-related duties as required.

MINIMUM QUALIFICATIONS

- Associate's degree in public works related field, Horticulture, Landscape Management, or related field, or
- Bachelor's degree preferred, and
- Five (5) years' experience in grounds maintenance, public works operations, or related field, including supervisory experience, and
- Experience working in a coastal community preferred, or
- An equivalent combination of education, training, and experience.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of modern techniques, methods, procedures and practices of providing and maintaining City facilities and stormwater/wastewater systems.
- Ability to plan, direct, supervise, and inspect landscaping, maintenance of public areas, and beach access.
- Ability to plan, assign, instruct, review, and evaluate work assignments of assigned personnel.
- Ability to monitor the department budget and maintain spending authorizations.

- Must be proficient in the use of computers, tablets, and smart phones (MS Office, electronic communications, email, text etc.).
- Must have ability to follow complex written and oral instructions; as well as ability to communicate clearly and concisely both orally and in writing.
- Strong analytical, interpersonal and communication skills, and organizational skills in problem solving.
- Ability to establish and maintain effective working relationships with employees, supervisors, and stakeholders.
- Ability to develop and present long-range plans for the assigned area of responsibility.
- Ability to schedule work and resources complete work orders while being cost-effective.
- Ability to set and adjust priorities and effectively communicate the changes.
- Ability to teach, mentor, coach, and lead teams of various individuals with varying skill levels.
- Ability to effectively communicate verbally and in writing.
- Ability to respond to duty during emergencies that may occur during nights, weekends, or holidays, to include catastrophic events.

LICENSES, CERTIFICATIONS OR REGISTRATIONS

Valid Florida Driver License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without corrections).
- Acceptable hearing (with or without aid).
- Climbing, walking, standing, bending, stooping, kneeling.
- Communication orally and in writing.
- Ability to frequently change in activities.
- Grasping, touching small tools and equipment.
- Lifting, pushing, pulling, and carrying objects ranging light to heavy weight (5-50 pounds).

Reasonable accommodation will be made for otherwise qualified individuals with a disability.

ENVIRONMENTAL CONDITIONS

Work is performed in a variety of environments both indoors and outdoors with moderate noise levels and is subject to outside environmental conditions. Work performed in pump stations could be performed in a confined space.

JOB DESCRIPTION

City of Treasure Island, Florida

PUBLIC WORKS MANAGER – PROJECTS

DEPARTMENT: Public Works

JOB TYPE: Full Time, Exempt

SALARY: $64,746.26 - $100,032.97

PAY GRADE: E

GENERAL DESCRIPTION

This is a highly responsible position overseeing the City's multitude of ongoing city-wide projects, including repairs and maintenance of the Bascule Bridge. The person in this role serves as the primary project manager for major maintenance and capital projects including bridges, facilities, improvements, and infrastructure upgrades. Work is performed under the general supervision of the Assistant Public Works Director.

ESSENTIAL JOB FUNCTIONS

- Coordinate and direct employees assigned personnel; assign duties and review work for completeness and conformance to City requirements.
- Manage a variety of Public Works capital improvement and infrastructure projects from planning to completion.
- Develop scopes of work, cost estimates, and project schedules and obtain quotes for various projects and repair services as needed.
- Oversee specialized maintenance projects including bridge maintenance and repairs.
- Coordinate project activities with City departments, consultants, contractors, and regulatory agencies.
- Assist Finance with creating bid documents and participate in the procurement and consultant selection process.
- Assist Finance with administering contracts for professional services and construction.

- Coordinate, review, and monitor contractor performance to ensure compliance with contract requirements.
- Track project budgets and schedules and prepare and present status reports.
- Assist with prioritizing departmental capital improvement projects.
- Assist Finance with tracking and complying with grant-funded projects; provide all required documents and reports.
- Maintain inventory of all parts and equipment needed the assigned personnel to complete their work orders.
- Review and approve time and attendance of assigned staff.
- Assist the Assistant Public Works Director with the preparation of the capital budget as it pertains to Capital Improvement Projects.
- Respond to the public regarding inquiries relative to Public Works services.
- Participate in the selection, placement, promotion, training, development, safety, discipline, and evaluation of assigned personnel.
- Assist with facility assessments and repair coordination following damage-related events; participate in emergency operations and storm preparation and recovery activities.
- Uphold City and departmental policies among staff and recommend revisions for improvements and standardization to improve efficiency and effectiveness of operations.
- Responsible for enforcing safety procedures; work in coordination with the other Public Works Managers to provide and oversee safety training meetings.
- Serves in a staff position as a "confidential" employee.
- Will be responsible for the supervision of other employees.
- Performs related work as required.

These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job-related duties as required.

MINIMUM QUALIFICATIONS

- Associate's degree in construction management or project management, or related field, or Bachelor's degree preferred, and
- Five (5) years' experience in project or construction management, and
- Experience working in a coastal community preferred, and
- Municipal project experience preferred, and
- Experience managing contractor-based projects preferred, or
- An equivalent combination of education, training, and experience.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of modern techniques, methods, procedures and practices of project management.

- Ability to plan, assign, instruct, review, and evaluate work assignments of assigned personnel.
- Ability to review and evaluation work product of contractors and consultants.
- Ability to monitor the department budget and maintain spending authorizations.
- Must be proficient in the use of computers, tablets, and smart phones (MS Office, electronic communications, email, text etc.).
- Must have ability to follow complex written and oral instructions; as well as ability to communicate clearly and concisely both orally and in writing.
- Strong analytical, interpersonal and communication skills, and organizational skills in problem solving.
- Ability to establish and maintain effective working relationships with employees, supervisors, and stakeholders.
- Ability to develop and present long-range plans for the assigned area of responsibility.
- Ability to schedule work and resources complete work orders while being cost-effective.
- Ability to set and adjust priorities and effectively communicate the changes.
- Ability to teach, mentor, coach, and lead teams of various individuals with varying skill levels.
- Ability to effectively communicate verbally and in writing.
- Ability to respond to duty during emergencies that may occur during nights, weekends, or holidays, to include catastrophic events.

LICENSES, CERTIFICATIONS OR REGISTRATIONS

Valid Florida Driver License.

ESSENTIAL PHYSICAL SKILLS

- Acceptable eyesight (with or without corrections).
- Acceptable hearing (with or without aid).
- Climbing, walking, standing, bending, stooping, kneeling.
- Communication orally and in writing.
- Ability to frequently change in activities.
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- Lifting, pushing, pulling, and carrying objects ranging light to heavy weight (5-50 pounds).

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AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 21, 2026

SUBMITTED BY: David Green, Finance

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Authorize the Termination of the Design-Build Contract with CORE Construction Services of Florida, LLC, and Award the Design-Build Contract for the Public Safety Facility to Biltmore Construction Company.

BACKGROUND:

Hurricanes Helene and Milton caused extensive damage throughout Treasure Island, including the Police and Fire Station located on 108th Avenue. Originally constructed in 1958, the facility was deemed a total loss, requiring both departments to relocate and operate from temporary facilities.

The proposed new Public Safety Facility will replace the former structure with a modern, resilient design that supports long-term operational continuity. The building will feature elevated occupied spaces and a floodproofed apparatus bay, ensuring the facility can withstand severe storm events while maintaining uninterrupted emergency response capabilities.

POLICY/PURPOSE:

The City of Treasure Island advertised RFQ 26-008 to procure a qualified Design-Build (DB) Firm to provide final design, permitting and construction services for a new three-story Public Safety Facility and Apparatus Bay.

STRATEGIC PLAN RELEVANCE:

Goal 3 of the City's Strategic Plan is to "Proactively maintain and improve infrastructure that meets the future needs of the

City."

ANALYSIS/DISCUSSION:

Following an evaluation process, three firms were shortlisted and invited to present their proposals to the review team. Based on the final rankings, CORE Construction Services of Florida, LLC was selected as the top-ranked firm, followed by Biltmore Construction and Bandes Construction. At the March 3, 2026, City Commission Meeting, the Commission authorized a contract with CORE Construction to proceed with the project. However, on April 9, 2026, after multiple coordination meetings with City staff, CORE Construction submitted formal notice that it would be unable to deliver the project within the budget and schedule established in the RFQ.

Subsequently, Biltmore Construction, the second-ranked firm, was contacted and confirmed its willingness and ability to undertake the project within the original budgetary and scheduling parameters outlined in the RFQ.

FUNDING:

The total budget for the Design-Build Project has been established at Eight Million Dollars ($8,000,000). This amount encompasses all costs required to fully design and construct the project, including, but not limited to, design services, construction, permitting, testing, and all related fees and expenses. Biltmore Construction has indicated their willingness and the capability to deliver the project that meets the budget constraints while satisfying the design criteria outlined in the RFQ documents.

MOTION:

I move to Authorize the Termination of the Design-Build Contract with CORE Construction Services of Florida, LLC, and Award the Design-Build Contract for the New Public Safety Facility to Biltmore Construction Company.

ATTACHMENTS:

April 6 2026 Notice of Default Opportunity to Cure and Notice of Intent to Terminate for Cause CORE Agmt Design-Build Services T.pdf
April 6 2026 Notice Response - Request Termination for Convenience 2026.04.09.pdf
A141-2024 - DB Agreement Final 41726.pdf
Geotech Report - Treasure Island Facility Improvements.pdf
Exhibit D - Design Criteria Package.pdf

Survey - Treasure Island Facility.pdf

April 6, 2026

VIA: CERTIFIED MAIL, RETURN RECEIPT REQUESTED,
FEDERAL EXPRESS OVERNIGHT DELIVERY,
and EMAIL

CORE Construction Services of Florida, LLC
2163 Main Street
Sarasota Florida
Attn Ryan Reiter

Re: Notice of Default, Opportunity to Cure, and Notice of Intent to Terminate for Cause
Design-Build Services – Public Safety Facility RFQ 26-008

To Whom It May Concern:

The City of Treasure Island (the "City") writes regarding the Contract Between the City of Treasure Island and CORE Construction Services of Florida, LLC pertaining to Design-Build Services – Public Safety Facility RFQ 26-008, executed March 3, 2026 (the "Agreement"). Under section 1.0 of the Agreement, the Agreement includes the RFQ and CORE's proposal. The RFQ expressly provides that the total budget for the Design-Build Project is not to exceed Eight Million Dollars ($8,000,000), inclusive of all costs necessary to fully design and construct the project, and further requires the selected design-build firm to develop a project that complies with that established budget:

RFQ

A. Budget and Cost Parameters

The total budget for the Design-Build Project is not to exceed **Eight Million Dollars ($8,000,000).** The selected Design-Build Firm shall:

1. Prepare a Design Report outlining all parameters of the project and describing in detail the design features
2. Submit a Guaranteed Maximum Price (GMP)
3. Accept payment from the City of $250,000 upon acceptance of the Design Report and GMP
4. Ensure that the GMP includes allowances for permitting, utility fees, and commissioning
5. Provide alternatives for equipment, finishes, or site improvements to help meet the established budget.

The City has received CORE's preliminary rough cost estimate dated April 2, 2026. That estimate places the project well above the required total budget. Specifically, your project team has estimated a total square footage requirement for the project that reflects a project cost of approximately $12,605,500 to $13,717,750 with circulation, corridors, and apparatus bays:

CORE ROUGH COST ESTIMATE – PRELIMINARY:

4/2/2026

City of Treasure Island - Public Safety

Square Ft Numbers - Preliminary

DCP Basis (NO Circulation / Stairs)

10620 SF	$850	$9,027,000
	$925	$9,823,500

DCP Basis w/ Circulation & Corridors @ 10%

11682 SF	$850	$9,929,700
	$925	$10,805,850

Ground Floor needs / Apparatus Basis + 10% = 4945 footprint

(Upper floors can be smaller to reduce the overall SGFT)

14830 SF	$850	$12,605,500
	$925	$13,717,750

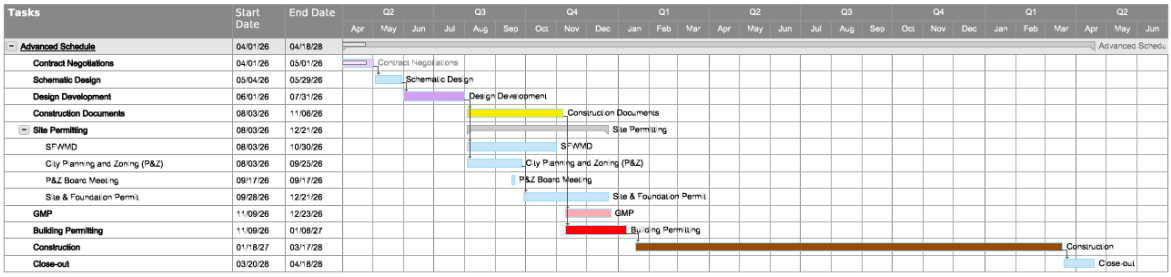
No Design Costs, Precon Fees, Permit Fees, Utility Infrastructure, FF&E, etc.

Further, CORE's preliminary rough cost estimate notes that those figures do not include design costs, which are clearly identified in the project overview as being included. These additional charges could result in a total project cost ranging from $14,500,000 to $15,000,000.

On its face, CORE's estimate materially exceeds the contractual guaranteed maximum price not-to-exceed budget and does not demonstrate the ability to deliver the project in the manner required by the Agreement and incorporated RFQ requirements. Accordingly, CORE is in default because the project costs exceed the maximum budget contained in the RFQ.

Further, CORE's project timeline of 24 months exceeds and fails to meet the 14-16 month total overall duration contained in the RFQ26-008. Additionally, the submission requirement of a Guaranteed Maximum Price (GMP) within 3 months is significantly exceeded.

26847 - Treasure Island Public Safety Design Schedule



Tasks	Start Date	End Date
Advanced Schedule	04/01/26	04/18/28
Contract Negotiations	04/01/26	05/01/26
Schematic Design	05/04/26	05/29/26
Design Development	06/01/26	07/31/26
Construction Documents	08/03/26	11/06/26
Site Permitting	08/03/26	12/21/26
SFWMD	08/03/26	10/30/26
City Planning and Zoning (P&Z)	08/03/26	09/25/26
P&Z Board Meeting	09/17/26	09/17/26
Site & Foundation Permit	09/28/26	12/21/26
GMP	11/09/26	12/23/26
Building Permitting	11/09/26	01/08/27
Construction	01/18/27	03/17/28
Close-out	03/20/28	04/18/28

exceeds and fails to meet the 14-16 month total overall duration contained in the RFQ26-008.

RFQ, page 10:

> ## F. Schedule Requirements
>
> *Proposers must submit a schedule that includes:*
> 1. *Design Report development including sufficient design to prepare GMP for the facility (3-months maximum allowed)*
> 2. *Presentation of the GMP Proposal*
> 3. *Accelerated foundation phased design to allow early start on construction*
> 4. *Phasing remaining design to maximize efficiency and enable timely construction to continue*
> 5. *Identify permitting and construction milestones*
> 6. *Identify long-lead procurement timelines*
> 7. *Provide substantial and final completion dates*
> 8. ***Estimated overall duration: 14-16 months** (subject to proposer's approach)*

We have reviewed CORE's proffered rationale for these additional costs and the project team's inability to configure a project to stay within the RFQ required timelines; however, the cost estimate exceeds the guaranteed maximum cost budget, the GMP submission requirement, and the overall project timeline exceeds that established in the RFQ26-008 and under section 1.0 of the Agreement with CORE, the Agreement includes the RFQ.

The City is providing CORE an opportunity to cure pursuant to section 11.0 of the Agreement, which allows the City, in its sole discretion, to provide an appropriately short cure period before termination for cause. **To cure this default, CORE must, no later than 5:00 p.m. on Friday April 10, 2026 deliver to the City Manager** a written cure package that includes: (i) a revised written cost proposal and supporting documentation demonstrating a complete project that complies with the $8,000,000 total project budget; (ii) a clear identification of all scope, assumptions, allowances, contingencies, and qualifications used to reach that number; (iii) confirmation that the project can be timely advanced consistent with the RFQ schedule requirements; and (iv) written confirmation that CORE will perform the Agreement in full compliance with the RFQ's budget and cost parameters and all other Agreement requirements. **Alternatively, we understand that CORE may not wish to proceed within the structure of the RFQ, and if that is the case, we require notice to be sent no later than 5:00 p.m. on Friday April 10, 2026**. If CORE determines that the RFQ requirements as set

forth are not workable, you may request termination for convenience as long as submitted **no later than 5:00 p.m. on Friday April 10, 2026**. Please send your response by email to the city manager at cvanzant@mytreasureisland.org and certified mail to “City Manager City of Treasure Island 10451 Gulf Boulevard, Treasure Island Florida 33706”.

The City reserves the right to determine, in its sole discretion, whether any proposed cure is adequate, responsive, and credible. Partial responses, conceptual value-engineering suggestions that do not result in a complete compliant project within the contractual budget, or proposals that significantly alter the City's program requirements may be deemed insufficient to cure the default. If CORE fails to timely and fully cure this default by the deadline above, the Agreement will be terminated for cause without further opportunity to cure, effective upon the City's written notice of termination, based on CORE's failure to fulfill and abide by the Agreement and failure to provide services in accordance with the Agreement and incorporated specifications.

The City reserves the ability to pursue all rights and remedies available under the Agreement and applicable law, including limited payment for work already complete and offsets permitted by section 13.0 of the Agreement.

If the default is not cured and the Agreement is terminated, the City intends to proceed promptly to secure replacement design-build services, including negotiation with another qualified proposer to the extent authorized by the RFQ, the Agreement documents, and applicable law. Nothing in this letter waives any right, remedy, claim, or defense of the City, all of which are expressly reserved.

Please direct all communications regarding this matter to the undersigned. Because section 20.5 of the Agreement requires written notice by certified U.S. Mail, this correspondence is being sent by certified mail, return receipt requested, and by fed ex overnight delivery and by email for expediency as time is of the essence.

Sincerely,

/s/ Charlie Van Zant
City Manager
City of Treasure Island
cvanzant@mytreasureisland.org
phone 727.547.4575 x229

1 E Broward Blvd., 205W & 303W
Fort Lauderdale, FL 33301

T 954.206.1824

April 9, 2026

Charlie Van Zant
City Manager
City of Treasure Island
10451 Gulf Boulevard
Treasure Island, FL 33706
Sent via email to cvanzant@mytreasureisland.org and via certified mail

RE: Request for Termination for Convenience
(Response to Notice of Default, Opportunity to Cure, and Notice of Intent to Terminate for Cause Design-Build Services – Public Safety Facility RFQ 26-008)

Dear Mr. Van Zant,

We write in response to the City's April 6, 2026 Notice regarding the Agreement for Design-Build Services – Public Safety Facility RFQ 26-008.

Based on our preliminary cost estimating and schedule evaluation efforts to date, we have determined that the current RFQ budget and schedule parameters are not feasible for delivery of the project. Accordingly, and consistent with the option outlined in your Notice, CORE respectfully requests termination of the Agreement for convenience.

We appreciate the opportunity to work with the City and thank you for your professionalism throughout this process.

Respectfully,

CORE Construction Services of Florida, LLC
Brent R. Elliott, Vice President

Cc: Cosy Kiess, President
Ryan Reiter, Vice President of Development

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AIA® Document A141® – 2024

Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project

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

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Treasure Island Florida
10451 Gulf Blvd.
Treasure Island, FL 33706

and the Design-Builder:
(Name, legal status, address, and other information)

Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd.
Belleair, FL 33756

for the following Project:
(Name, location, and detailed description)

Public Safety Facility
120 108th Avenue
Treasure Island, FL

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.
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User Notes: (1450866515)

Docusign Envelope ID: C5657205-A6D3-8EC4-8370-75CD38F7958A

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

(For each item in Section 1.1.1 through 1.1.10, insert the information or a statement such as "not applicable" or "unknown at the time of execution.)

§ 1.1.1 The Owner's program for the Project:

(Identify below, or in an attached exhibit, the documentation in which the program is set forth, or state the manner in which the program will be developed.)

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

Design Criteria Package

§ 1.1.3 The Project's physical characteristics:
(Identify or describe below, or in an attached exhibit, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical or environmental reports; site, boundary, topographic, or existing building surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; Project and site requirements; etc.)

The proposed project is located at the site of the old City Hall complex (120 108th Avenue), with the existing Public Works Yard located immediately to the West. Geotechnical reports, environmental studies and topographic survey will be furnished to the Design-Build contractor by the Owner.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify below, or in an attached exhibit, the Owner's Sustainable Objective for the Project, such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141→–2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit C, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions, and Work related to the Owner's Sustainable Objective.)

Not Applicable

§ 1.1.5 The Owner's building information modeling requirements for the Project, if any:
(Identify below, or in an attached exhibit, the Owner's building information modeling requirements for the Project, such as the requirement that the Design-Builder provide a model for subsequent use by the Owner or share models with the Owner's Consultants and Separate Contractors. If the parties agree upon protocols for transmission of, use of, and reliance on information or documentation in digital form, then identify and attach that document.)

Not Applicable

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide the Owner's total budget for the Design Services, Construction Work, related services, and reasonable contingencies, required to fulfill the Design-Builder's obligations under the Design-Build Documents following execution of the Design Build Amendment. If known, include a line-item breakdown of costs.)

TBD at GMP Submission

§ 1.1.7 The Owner's anticipated design and construction milestones:

.1 Design Builder's Proposal submission date:

Three (3) months from Notice to Proceed

.2 Construction commencement date:

The commencement date will be based on receipt of an acceptable Guaranteed Maximum Price (GMP) and negotiated contract.

.3 Substantial Completion date or dates:

16 months construction, followed by two months of final punch list commissioning

.4 Other milestone dates:

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(Include other dates, such as milestones for Evaluation of the Owner's Criteria, Preliminary Design, the anticipated start of construction, or phased completion dates.)

§ 1.1.8 In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:
(List name, legal status, address and other information.)

Kimley Horn - This consultant, which is currently employed by the City, will provide related information regarding possible internal driveway connection, shared utilities, and design and permitting of this site stormwater management system.

§ 1.1.9 Additional Owner's Criteria upon which this Agreement is based:
(Identify below, or in an attached exhibit, special characteristics or needs of the Project not identified elsewhere.)

Not Applicable – may be added later via Amendment

§ 1.1.10 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling, multiple bid packages, or phased construction.)

Early Precast Procurement for Design Services – Early Site and Foundation Package

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address, and other information.)

Mr. Gary Volenec
Public Works Director
Treasure Island
10451 Gulf Blvd., Treasure Island, FL 33706
727-547-4575 Ext. 251
gvolenec@mytreasureisland.org

§ 1.2.2 The Owner will retain the following consultants and Separate Contractors:
(List name, address, and other information.)

.1 Land Surveyor:

Russell Hyatt, Hyatt Surveying/SAM

.2 Geotechnical Engineer:

Andrew T. Sway
Arehna Engineering, Inc.
5012 W. Lemon Street, Tampa, FL 33609
813-944-3464 Ext. 316
asway@arehna.com

.3 Other consultants:
(List any other consultants, e.g., Cost Consultant, Scheduling Consultant, to be retained by the Owner.)

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.4 Separate Contractors:
(List any Separate Contractors to be retained by the Owner.)

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Vito DiRuggiero
Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd., Belleair, FL 33756
727-585-2084
vdiruggiero@biltmorefl.com

§ 1.2.4 In addition to those persons or entities identified in Section 1.1.8, the Design-Builder shall retain the Architect, Consultants, Subcontractors, and suppliers, identified below:
(List name, discipline, address, and other information.)

Wannemacher Jensen Architects

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

§ 1.3 Dispute Resolution

§ 1.3.1 Initial Resolution of Claims. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Construction Work set forth in Section 12.2.2, or arising under Sections 10.3 and 10.4, shall be:
(Check the appropriate box.)

[**X**] Subject to a Meet and Confer obligation in accordance with Section 15.2.1.

[ ] Referred to the following Project Neutral for an initial decision in accordance with Section 15.2.2.
(Insert name, address, and contact information for Project Neutral.)

If the Owner and Design-Builder do not select a Project Neutral above, the Parties shall meet and confer as a condition precedent to mediation pursuant to Section 15.3.

§ 1.3.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[**X**] Arbitration pursuant to Section 15.4

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

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§ 1.4 Definitions

§ 1.4.1 Architect. The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.2 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is designated as "confidential."

§ 1.4.3 Consultant. A Consultant is a person or entity providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

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

§ 1.4.5 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as set forth in the Design-Build Amendment.

§ 1.4.6 Contract Time. The Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

§ 1.4.7 Subcontractor. A Subcontractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. Each Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

§ 1.4.8 Cost of the Work. The Cost of the Work includes all costs reasonably incurred by the Design-Builder in the proper performance of the Work as described in Article B.6 of the Design-Build Amendment.

§ 1.4.9 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.10 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, this Agreement), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Drawings, Specifications, and other documents listed in the Design-Build Amendment. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.4.11 Design-Builder. The Design-Builder is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.12 Work. "Work" means the (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, (b) Design Services, and (c) Construction Work.

§ 1.4.12.1 Design Services. "Design Services" are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Builder's obligations under the Design-Build Documents. Design Services do not include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Builder.

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§ 1.4.12.2 Construction Work. "Construction Work" is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Design-Builder to fulfill the Design-Builder's obligations under the Design-Build Documents.

§ 1.4.13 Early Release Work. "Early Release Work" is a limited, predetermined portion of the Project or scope of the Work that the Owner authorizes the Design-Builder to commence before the parties execute the Design-Build Amendment.

§ 1.4.14 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.4.15 Notice

§ 1.4.15.1 Except as otherwise provided in Section 1.4.15.2, where the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth below:
(Insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission. If the parties agree upon protocols for electronic transmission of notice, identify and attach that document.)

§ 1.4.15.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.4.16 Owner. The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.17 The Project. The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

§ 1.5 The Owner and Design-Builder may rely on the Owner's Criteria set forth in Article 1. If the Owner's Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder's services, and the Design Builder's compensation. The Owner shall adjust the Owner's budget in Section 1.1.6 and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner's Criteria.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment

§ 2.1.1 For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:
(Insert amount of, or basis for, compensation, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

TBD via Amendment

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder's, Architect's, Consultants', and Subcontractors' normal review practices.

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(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Dedicated data and communication services, teleconferences, and Project web sites and cloud services;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 All taxes levied on professional services and on reimbursable expenses; and
.9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus fifteen percent (15 %) of the expenses incurred.

§ 2.1.4 Additional Services. With the Owner's written approval, the Design-Builder shall provide services not included in Article 4 for additional compensation. Such services may include

.1 services necessitated by a change in the Owner's Criteria, or previous instructions or approvals given by the Owner;
.2 services necessitated by a material change in the Project made at the Owner's request, including (1) a change in Project size, quality, or complexity, or (2) a change in the Owner's schedule or budget;
.3 changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations; and
.4 services necessitated by a failure to complete the services under Article 4 within ( ) months of the date of this Agreement through no fault of the Design-Builder.

§ 2.1.4.5 Compensation for Additional Services. If the Owner authorizes the Design-Builder to perform additional services under Section 2.1.4, the Owner shall compensate the Design-Builder for such additional services as follows:
(Insert amount of, or basis for, compensation.)

§ 2.1.5 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.5.1 Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment shall be made monthly upon presentation of the Design-Builder's invoice.

§ 2.1.5.1.1 Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

3 % three

§ 2.1.5.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

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§ 2.2 Payment for Early Release Work
For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties.

§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment
§ 2.3.1 For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum as set forth in Article 9 and the Design-Build Amendment.

§ 2.3.2 Liquidated Damages
The Design-Builder's liability for liquidated damages resulting from the Design-Builder's failure to achieve Substantial Completion within the Contract Time shall be as follows:
(For each item in Section 2.3.2.1 through 2.3.2.4, insert the information or a statement such as "not applicable".)

.1 Insert the monetary amount of liquidated damages, if any, to be assessed:
(Identify the monetary amount of liquidated damages, the incremental period of time for each assessment, and whether that amount is uniform or variable over time.)

$500 per calendar day

.2 Insert the date(s) or event(s), if any, that triggers the commencement of the assessment of liquidated damages, if other than the date of Substantial Completion of the entire Project:

TBD

.3 Insert the limit, if any, on the total amount of liquidated damages:

$50,000 usd

.4 Insert any other terms for liquidated damages:

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

§ 3.1 General
§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner.

§ 3.1.4 If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

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§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. The Owner understands and agrees that the services of such parties are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

§ 3.1.8 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

§ 3.1.9 Progress Reports

§ 3.1.9.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- **.1** Work completed for the period;
- **.2** Project schedule status;
- **.3** Submittal schedule and status report, including a summary of outstanding Submittals;
- **.4** Requests for information to be provided by the Owner, including those that are outstanding;
- **.5** Approved Change Orders and Change Directives;
- **.6** Pending Change Order and Change Directive status reports;
- **.7** Tests and inspection reports;
- **.8** Status report of Work rejected by the Owner;
- **.9** Status of submissions and approvals required by authorities having jurisdiction over the Project;
- **.10** Status of Claims previously submitted in accordance with Article 15;
- **.11** Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- **.12** Current Project cash-flow and forecast reports;
- **.13** A cost summary, comparing actual costs to updated cost estimates, if the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price; and
- **.14** Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.10 Design-Builder's Schedule

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner.

§ 3.1.11 Standard of Care

The Design-Builder shall perform (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, and (b) Design Services consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances.

§ 3.1.12 Warranty

The Design-Builder warrants to the Owner that the Construction Work furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The

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Design-Builder further warrants that the Construction Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in their quality or otherwise expressly permitted by the Design-Build Documents. Construction Work not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the materials, equipment, or construction not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

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

§ 3.1.14 Indemnification Per State Statutes

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, the Owner's consultants, and agents and employees of any of them, from and against third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, a Subcontractor, Architect, consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not include a duty to defend.

§ 3.1.14.2 In claims against any person or entity indemnified under this Section 3.1.14 by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 14.1.4 or 14.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

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§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 11 and AIA Document A141→–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit A, Insurance and Bonds.

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

§ 4.1 General

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

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

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

§ 4.2.2 The Design-Builder shall schedule and conduct meetings with the Owner and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.2.3 The Design-Builder shall prepare and submit a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

.1 A description of local conditions under which the Work is to be performed, including conditions that may affect performance of the Work;

.2 Illustrations depicting the scale and relationship of the Project components, including possible alternative approaches to design and construction of the Project;

.3 Allocations of program functions, detailing each function and their square foot areas, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's program functions;

.4 Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction;

.5 A preliminary estimate of the Contract Sum, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;

.6 A preliminary estimate of the compensation for Design Services to be performed after execution of the Design Build Amendment;

.7 An evaluation of the compliance of the Owner's Criteria with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and, if necessary, recommendations to adjust the Owner's Criteria to conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities;

.8 A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; and (v) review and approval of submissions by authorities having jurisdiction;

.9 If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule; and

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

§ 4.2.4 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3.

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§ 4.2.5 If the Owner's consent granted pursuant to Section 4.2.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 6.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.4, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

.1 Confirmation of the allocations of program functions;
.2 Site plan;
.3 Building plans, sections, and elevations;
.4 Structural system;
.5 Selections of major building systems, including but not limited to mechanical, electrical, and plumbing systems; and
.6 Outline specifications or sufficient drawing notes describing construction materials.

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

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

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner with a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto;
.2 A list of all Submittals that will be submitted to the Owner in accordance with Section 5.3.2;
.3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal;
.4 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a Fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
.5 The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;
.6 A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and
.7 A date by which the Owner must accept the Design-Builder's Proposal.

§ 4.4.2 The Design-Builder shall meet with the Owner to review the Design-Builder's Proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 4.4.3 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.5 Design-Build Amendment

§ 4.5.1 If the Owner and Design-Builder agree on the Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the Contract Sum with the information and assumptions upon which it is based, the Contract Time, and the terms of their agreement.

§ 4.5.2 The Design-Builder shall not incur any cost to be paid as part of the Contract Sum prior to the execution of the Design-Build Amendment, unless the Owner provides prior written authorization for such costs.

§ 4.5.3 Any agreement to commence Early Release Work shall not waive the Owner's right to reject the Design-Builder's Proposal.

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ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction Work

§ 5.2.1 Commencement. Except for any Early Release Work described in Section 5.2.2, the date of commencement of the Construction Work shall be the date identified in the Design-Build Amendment.

§ 5.2.2 Early Release Work

§ 5.2.2.1 The Design-Builder shall prepare, for the Owner's review and acceptance, a procurement proposal for Early Release Work which includes (a) portions of the Design Services or Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

§ 5.2.2.2 If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

§ 5.2.2.3 Following execution of the authorization, the Design-Builder shall expedite and coordinate the procurement and performance of Early Release Work in accordance with this Agreement and such authorization. Following execution of the Design-Build Amendment, compensation for the Early Release Work shall be included in the Contract Sum and the time for performing the Early Release Work shall be included in the Contract Time.

§ 5.2.2.4 Early Procurement of Materials or Equipment by Owner

§ 5.2.2.4.1 If the Owner agrees to procure any materials or equipment prior to execution of the Design-Build Amendment, the Owner shall procure the materials or equipment on terms and conditions acceptable to the Design-Builder. After execution of the Design-Build Amendment, the Owner shall assign all contracts for these materials or equipment to the Design-Builder and the Design-Builder shall thereafter accept responsibility for them.

§ 5.2.3 Supervision. The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Construction Work under the Contract, unless the Design-Build Documents provide other specific instructions concerning these matters.

§ 5.3 Submittals

§ 5.3.1 Submittals consist of Shop Drawings, Product Data, and Samples.

.1 **Shop Drawings.** Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor, to illustrate some portion of the Construction Work.

.2 **Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Construction Work.

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

§ 5.3.1.4 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner is subject to the limitations of Section 5.3.3.1. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner without action.

§ 5.3.1.5 Submittal Schedule. If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Owner reasonable time to review submittals. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 5.3.1.6 Documents and Submittals at the Site

The Design-Builder shall make available, at the Project site, the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Construction Work as constructed.

§ 5.3.2 Design-Builder's Submittal Responsibilities

§ 5.3.2.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner or of Separate Contractors.

§ 5.3.2.2 By submitting Submittals, the Design-Builder represents to the Owner that the Design-Builder has (1) reviewed and approved them, (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Construction Work and of the Design-Build Documents.

§ 5.3.2.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Owner.

§ 5.3.2.4 The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval thereof.

§ 5.3.2.5 The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ 5.3.3 Owner's Submittal Responsibilities

§ 5.3.3.1 The Owner will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient

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time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 5.3.2. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 5.3.3.3 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address, and other information.)

§ 5.4 Services Necessary to Support Construction Work

§ 5.4.1 The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder's responsibilities for construction means, methods, techniques, sequences, and procedures. The Design-Builder shall perform such services in compliance with applicable law.

§ 5.4.2 If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

§ 5.4.3 The Owner shall be entitled to rely upon the services, certifications, and approvals provided by the design professionals under Section 5.4.2. The Owner shall provide prompt notice to the Design-Builder if the Owner observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner.

§ 5.5 Labor and Materials

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

§ 5.5.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and in accordance with a Change Order or Change Directive.

§ 5.5.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Construction Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.6 Taxes

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

§ 5.7 Permits, Fees, Notices and Compliance with Laws

§ 5.7.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

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§ 5.7.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Construction Work.

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

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

§ 5.8 Allowances

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

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

- **.1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.8.2.1 and (2) changes in Design-Builder's costs under Section 5.8.2.2.

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

§ 5.9 Subcontracts and Other Agreements

§ 5.9.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 5.9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build

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Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ 5.9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Contract Sum by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 5.9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in Article 9.

§ 5.10 Use of Site

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

§ 5.11 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

§ 5.12 Cleaning Up

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

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

§ 5.13 Access to Construction Work

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

§ 5.14 Construction Work by Owner or by Separate Contractors

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

§ 5.14.1.1 The term "Separate Contractor(s)" shall mean contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors, and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

§ 5.14.1.2 The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

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§ 5.14.1.3 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Design-Builder has under the Contract.

§ 5.15 Owner's Right to Clean Up

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

§ 5.16 Mutual Responsibility

§ 5.16.1 The Design-Builder shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.16.2 If part of the Design-Builder's Construction Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Design-Builder shall, prior to proceeding with that portion of the Construction Work, promptly notify the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Design-Builder's Construction Work. Failure of the Design-Builder to notify the Owner of apparent discrepancies or defects prior to proceeding with the Construction Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction or operations is fit and proper to receive the Design-Builder's Construction Work. The Design-Builder shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 5.16.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

§ 5.16.4 The Design-Builder shall promptly remedy damage that the Design-Builder causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 10.2.5.

§ 5.16.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 5.11.

§ 5.16.5.1 The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

.1 The change in the Work;

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.2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, Contract Time, or both. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or

.4 As provided in Section 6.3.4.

§ 6.3.4 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.4 shall be limited to the following:

.1 Additional costs of professional services;

.2 Costs of labor, applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;

.3 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;

.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.6 Costs of supervision and field office personnel directly attributable to the change.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 6.3.7 If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 15.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 15.

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

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

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

§ 7.1.3 The Owner shall furnish and coordinate the services of the Owner's consultants and Separate Contractors with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 7.1.4 The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them pursuant to a Change Order or Change Directive.

§ 7.1.5 If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141–2024 Exhibit C, attached to this Agreement. Not Applicable

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

§ 7.1.7 The Owner shall purchase and maintain insurance as set forth in Article 11 and AIA Document A141–2024 Exhibit A.

§ 7.1.8 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work.

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

§ 7.1.10 The Owner may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 16.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder.

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

§ 7.1.12 The Owner acknowledges that accelerated or fast-track design and construction, or phased construction, provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design-Builder to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Design-Build Documents, and costs for the Design-Builder to remove and replace previously installed Construction Work. If the Owner approves accelerated or fast-track design and construction, or phased construction, the Owner agrees to include in the budget for the Work sufficient contingencies to cover such costs.

§ 7.2 Information and Services Required of the Owner

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

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections, or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

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

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

§ 7.2.5 The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

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

§ 7.2.7 Evidence of the Owner's Financial Arrangements

§ 7.2.7.1 Prior to execution of the Design-Build Amendment, the Design-Builder may request that the Owner furnish reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 7.2.7.2 Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If

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the Owner fails to provide such evidence, as required, within fourteen days of the Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Design-Builder may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

§ 7.2.7.3 After the Owner furnishes evidence of financial arrangements under this Section 7.2.7, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.7.4 Where the Owner has designated information furnished under this Section 7.2.7 as "confidential," the Design-Builder shall keep the information confidential as set forth in Article 16.

§ 7.2.8 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.9 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning or deed restrictions, and boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 7.2.10 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required.

§ 7.2.11 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 7.3 Owner's Right to Stop Construction Work

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 12.2 or persistently fails to carry out Construction Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.14.1.2.

§ 7.4 Owner's Right to Carry Out the Construction Work

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 15.

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ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

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

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

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.1 If unit prices are stated in the Design-Build Amendment or subsequently agreed upon, and if quantities set forth in the Design-Build Amendment are materially changed in a proposed Change Order or Change Directive, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values or Control Estimate

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

§ 9.2.1 Where the Contract Sum is the Cost of the Work plus the Design-Builder's Fee without a Guaranteed Maximum Price, the Design-Builder shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee.

§ 9.2.2 The Control Estimate shall include:

- **.1** The documents enumerated in Article 17, including all Modifications thereto;
- **.2** A list of the assumptions made by the Design-Builder in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Design-Build Documents;
- **.3** A statement of the estimated Cost of the Work organized by trade categories or systems and the Design-Builder's Fee;
- **.4** A project schedule upon which the Control Estimate is based, indicating proposed architects, subcontractors, and consultants, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and

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.5 A list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 9.2.3 When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 9.2.4 The Design-Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Design-Builder's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 9.2.5 The Owner shall authorize the Design-Builder to prepare revisions to the Design-Build Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. Based upon the Owner's authorization, the Design-Builder shall revise the Design-Build Documents to incorporate the agreed-upon assumptions contained in the Control Estimate.

§ 9.3 Applications for Payment

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

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3)

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withhold certification of the entire Application for Payment, and notify the Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application for Payment, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- **.1** Failure to perform Work in accordance with the Design-Build Documents;
- **.2** Third -party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- **.3** Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, labor, materials, or equipment;
- **.4** Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** Damage to the Owner or a Separate Contractor; or
- **.6** Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

§ 9.5.2 If the Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 15.

§ 9.5.3 When the above reasons for withholding certification are removed, the Owner shall certify amounts previously withheld.

§ 9.5.4 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 9.3.1 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 9.6.3 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.4 The Owner will, on request and if practicable, furnish to the person or entity providing Work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and

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action taken thereon by the Owner on account of portions of the Work done by such person or entity providing Work for the Design-Builder.

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

§ 9.6.6 The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.3, 9.6.4 and 9.6.5.

§ 9.6.6.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment.

§ 9.6.7 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.8 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Subcontractors, and other persons or entities providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other persons or entities. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.6.9 Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.10 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

§ 9.7 Failure of Payment

If, through no fault of the Design-Builder, the Owner fails to issue a Certificate for Payment or make payment of the certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list

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does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

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

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

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

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Construction Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Construction Work shall not constitute acceptance of Construction Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2 and 9.10.3, promptly issue a final Certificate for Payment.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, and releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

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

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

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

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

§ 9.11 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

3 % Three

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

.1 employees and persons performing the Construction Work and others who may be affected thereby;

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.2 the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design-Builder, a Subcontractor, or any other person or entity; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on the safety of persons or property, or their protection from damage, injury, or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Construction Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

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

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition.

§ 10.3.2 Upon receipt of the Design-Builder's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to

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perform the task of removal or safe containment of the material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Subcontractors, and employees of any of them, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Construction Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for hazardous materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Design-Builder's Insurance and Bonds

§ 11.1.1 The Design-Builder shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

§ 11.1.2 The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents. The Design-Builder shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Design-Build Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Design-Builder's Required Insurance. Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such

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impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Design-Builder purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK

§ 12.1 Uncovering of Construction Work

The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2 Correction of Construction Work

§ 12.2.1 Before Substantial Completion. The Design-Builder shall promptly correct Construction Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections and the cost of uncovering and replacement, and compensation for any consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Construction Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an

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opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.4.

§ 12.2.2.2 The one-year period for correction of Construction Work shall be extended with respect to portions of Construction Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Construction Work.

§ 12.2.2.3 The one-year period for correction of Construction Work shall not be extended by corrective Construction Work performed by the Design-Builder pursuant to this Section 12.2.

§ 12.2.3 The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 12.2.4 The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build Documents except as otherwise permitted in this Agreement.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 12.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work.

§ 12.3 Acceptance of Nonconforming Construction Work

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

ARTICLE 13 COPYRIGHTS AND LICENSES

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

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

§ 13.3 The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 13.3 shall terminate only if (1) the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1 or (2) the Owner terminates this Agreement for convenience as provided in Section 14.1.5 and does not compensate the Design-Builder as required under Sections 14.1.6 and 14.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

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§ 13.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 13.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1, the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 13.3.1. The terms of this Section 13.3.1 shall not apply if the Owner terminates this Agreement for cause under Section 14.1.4 or 14.2.2. The payment of a Termination Fee or Licensing Fee under Section 14.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 13.3.1.

§ 13.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 13. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Subcontractors terminate their agreements with the Design-Builder for cause, to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Subcontractor all amounts due, and (2) provides the Architect, Consultant or Subcontractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant, or Subcontractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 13.3.3 Except as otherwise stated in this Section 13.3, the provisions of this Article 13 shall survive the termination of this Agreement.

ARTICLE 14 TERMINATION OR SUSPENSION

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

§ 14.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination under Section 14.1.4 or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

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

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

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

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

§ 14.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly

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attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 14.1.6 be greater than the compensation set forth in Section 2.1.

§ 14.1.7 In addition to any amounts paid under Section 14.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 14.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 14.1.3 or 14.1.4, the Owner shall pay to the Design-Builder the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Design-Builder's Instruments of Service:

§ 14.2 Termination or Suspension Following Execution of the Design-Build Amendment
§ 14.2.1 Termination by the Design-Builder
§ 14.2.1.1 The Design-Builder may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, for any of the following reasons:

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

§ 14.2.1.2 The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.2.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.2.1.3 If one of the reasons described in Section 14.2.1.1 or 14.2.1.2 exists, the Design-Builder may, upon seven days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, or the Design-Builder's Fee on Work not executed if the Contract Sum is based upon the Cost of the Work plus a Fee with or without a Guaranteed Maximum Price, and costs incurred by reason of such termination.

§ 14.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.2.1.3.

§ 14.2.2 Termination by the Owner for Cause
§ 14.2.2.1 The Owner may terminate this Agreement if the Design-Builder:

.1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
.2 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.3 repeatedly refuses or fails to supply a qualified architect, consultant, or subcontractor, where required;
.4 fails to make payment to the Architect, Consultants, Subcontractors, or suppliers in accordance with their respective agreements with the Design-Builder;

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.5 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.6 is otherwise in breach of a material provision of the Design-Build Documents.

§ 14.2.2.2 When any of the reasons described in Section 14.2.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;

.2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.2.3 When the Owner terminates this Agreement for one of the reasons stated in Section 14.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

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

§ 14.2.3 Suspension by the Owner for Convenience

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

§ 14.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Design-Builder is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.2.4 Termination by the Owner for Convenience

§ 14.2.4.1 The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause.

§ 14.2.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 14.2.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Design-Builder for: Work properly executed; Termination and Licensing Fees set forth in Section 14.1.7; and any other costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1

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does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but, in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Prior To Final Payment. Prior to final payment, Claims by either the Owner or Design-Builder must be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims Arising After Final Payment. After final payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt notice to the other party. The notice requirement in Section 15.1.3.1 and the provisions for Initial Resolution of Claims in Section 15.2 shall not be required as a condition precedent to mediation in Section 15.3.

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

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 15.2 Initial Resolution of Claims

§ 15.2.1 Meet and Confer

§ 15.2.1.1 If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or

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Design-Builder may request senior representatives from the Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 15.2.1.2 Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

§ 15.2.1.3 If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Contract Sum or the Contract Time, the parties shall execute a Change Order.

§ 15.2.1.4 If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 15.2.1, either party may proceed to mediation in accordance with Section 15.3.

§ 15.2.2 Project Neutral

§ 15.2.2.1 If the parties select a Project Neutral to serve as an initial decision maker of Claims, the Owner and Design-Builder shall share the expense of the Project Neutral.

§ 15.2.2.2 The Project Neutral will review Claims and, within ten days of the receipt of a Claim, take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Project Neutral is unable to resolve the Claim if the Project Neutral lacks sufficient information to evaluate the merits of the Claim or if the Project Neutral concludes that, in the Project Neutral's sole discretion, it would be inappropriate for the Project Neutral to resolve the Claim.

§ 15.2.2.3 In evaluating Claims, the Project Neutral may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Project Neutral in rendering a decision. The retention of such persons shall be a shared expense of the Owner and Design-Builder.

§ 15.2.2.4 If the Project Neutral requests either party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten days after receipt of the request and shall either (1) provide a response or the requested supporting data, (2) advise the Project Neutral when the response or supporting data will be furnished or (3) advise the Project Neutral that no response or supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Project Neutral will take one of the actions described in Section 15.2.2.2(2)-(5).

§ 15.2.2.5 Pursuant to Sections 15.2.2.2 through 15.2.2.4 the Project Neutral will render an initial decision approving or rejecting the Claim in whole or in part or indicating that the Project Neutral is unable to resolve the Claim. The initial decision shall (1) be in writing, (2) state the reasons therefore, and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be binding on the parties, but subject to mediation in accordance with the process set forth in Section 15.3 and, if the parties fail to resolve their dispute through mediation, subject to binding dispute resolution in accordance with Section 15.4.

§ 15.2.2.5.1 If an initial decision has not been rendered within 30 days after the Claim has been referred to the Project Neutral, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Project Neutral and all affected parties agree, the Project Neutral will not decide disputes between the Design-Builder and persons or entities other than the Owner.

§ 15.2.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.3.

§ 15.2.2.7 Either party may, within 30 days from the date of a Project Neutral's initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.2.4 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, 15.1.7, and 15.2.2.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 15.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 15.4.4 Consolidation or Joinder

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

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either Party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the Party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Design-Builder under this Agreement.

§ 15.5 The provisions of this Article 15 shall survive the termination of this Agreement.

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 Governing Law

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

§ 16.2 Successors and Assigns

§ 16.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 16.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 16.2.3 Certifications. If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least 21 days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least 21 days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 16.3 The Design-Builder, Architect, Consultants, Subcontractors, or their agents, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations. However, such material shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design-Builder in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's promotional materials for the Project. This Section 16.3 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 14.2.2.

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§ 16.4 Rights and Remedies

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

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

§ 16.5 Tests and Inspections

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

§ 16.5.2 If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 16.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 16.5.3, shall be at the Owner's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.5.3 If procedures for testing, inspection, or approval under Sections 16.5.1 and 16.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense, unless otherwise provided in the Design-Build Amendment.

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

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

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

§ 16.6 Confidential Information

§ 16.6.1 If the Design-Builder or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 16.6.2. The obligations in this Section 16.6 shall survive the termination of this Agreement.

§ 16.6.2 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 16.6. In the event either party knows or reasonably believes that "confidential" or "business proprietary" information received from the other party has been subject to any circumstance where the security, integrity, or confidentiality of any of the "confidential" or

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"business proprietary" information has been compromised, damaged, lost, corrupted, destroyed, or the "confidential" or "business proprietary" information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach.

§ 16.6.3 "Confidential" or "business proprietary" information shall not include information:

.1 in the public domain, or which later enters the public domain, through no action on the receiving party's part in violation of this Agreement;

.2 already in the receiving party's possession and not marked as "confidential" or "business proprietary" when received;

.3 obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or

.4 that is independently developed by the receiving party without access to, or use of, any "confidential" or "business proprietary" information.

§ 16.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 16.8 Interpretation

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

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

§ 16.9 The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Agreement.

§ 16.10 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 16.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 17 SCOPE OF THIS AGREEMENT

§ 17.1 This Agreement is comprised of the following documents:

.1 AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project

.2 AIA Document A141®–2024, Exhibit A, Insurance and Bonds

.3 AIA Document A141®–2024, Exhibit B, Design-Build Amendment, if executed

.5 Other documents, if any, listed below:

Exhibit "D" – Design Criteria Package
Geotechnical Report
Survey

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

	Signed by: Travis Parker 4/17/2026 CF6B3E25A703454...
OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
(Printed name and title)	Travis Parker President *(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A141® – 2024

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

City of Treasure Island Florida
10451 Gulf Blvd.
Treasure Island, FL 33706

...

Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd.
Belleair, FL 33756

...

Public Safety Facility
120 108th Avenue
Treasure Island, FL

PAGE 3

Design Criteria Package

...

The proposed project is located at the site of the old City Hall complex (120 108th Avenue), with the existing Public Works Yard located immediately to the West. Geotechnical reports, environmental studies and topographic survey will be furnished to the Design-Build contractor by the Owner.

...

Not Applicable

...

Not Applicable

...

TBD at GMP Submission

...

Three (3) months from Notice to Proceed

...

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The commencement date will be based on receipt of an acceptable Guaranteed Maximum Price (GMP) and negotiated contract.

...

16 months construction, followed by two months of final punch list commissioning

PAGE 4

Kimley Horn - This consultant, which is currently employed by the City, will provide related information regarding possible internal driveway connection, shared utilities, and design and permitting of this site stormwater management system.

...

Not Applicable – may be added later via Amendment

...

Early Precast Procurement for Design Services – Early Site and Foundation Package

...

Mr. Gary Volenec
Public Works Director
Treasure Island
10451 Gulf Blvd., Treasure Island, FL 33706
727-547-4575 Ext. 251
gvolenec@mytreasureisland.org

...

Russell Hyatt, Hyatt Surveying/SAM

...

Andrew T. Sway
Arehna Engineering, Inc.
5012 W. Lemon Street, Tampa, FL 33609
813-944-3464 Ext. 316
asway@arehna.com

PAGE 5

Vito DiRuggiero
Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd., Belleair, FL 33756
727-585-2084
vdiruggiero@biltmorefl.com

...

Wannemacher Jensen Architects

...

[X] Subject to a Meet and Confer obligation in accordance with Section 15.2.1.

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...

[X] Arbitration pursuant to Section 15.4

PAGE 7

TBD via Amendment

PAGE 8

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus fifteen percent (15 %) of the expenses incurred.

...

§ 2.1.5.1.1 Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

3 % three

PAGE 9

$500 per calendar day

...

TBD

...

$50,000 usd

PAGE 11

§ 3.1.14 Indemnification Per State Statutes

PAGE 21

§ 7.1.5 If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141–2024 Exhibit C, attached to this Agreement. Not Applicable

PAGE 29

3 % Three

PAGE 43

~~.4 AIA Document A141® 2024, Exhibit C, Sustainable Projects Exhibit, if completed~~

...

Exhibit "D" – Design Criteria Package
Geotechnical Report
Survey

PAGE 44

Travis Parker President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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REPORT OF GEOTECHNICAL EXPLORATION

TREASURE ISLAND FACILITY IMPROVEMENTS
TREASURE ISLAND, FLORIDA

AREHNA Project No. B-19-080.01
January 6, 2026

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January 6, 2026

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Subject: **Report of Geotechnical Exploration**
City of Treasure Island Facility Improvements
134 108th Avenue,
Treasure Island, Florida
AREHNA Project B-19-080.01

AREHNA Engineering, Inc. (AREHNA) is pleased to submit this report of our geotechnical exploration for the proposed project. Services were conducted in general accordance with AREHNA Proposal B.Prop-25-288, submitted September 25, 2025. The purpose of our geotechnical study was to obtain information on the general subsurface conditions for the project site. The project consists of facility improvements for a new Electrical Building/Generator & Public Works Building, a new field office, a proposed fuel tank, and a new wet well.

This report presents our understanding of the project, outlines our exploratory procedures, documents the field data obtained (including data from our previous preliminary investigation), and includes our recommendations for the proposed constructions.

AREHNA appreciates the opportunity to have assisted you on this project. Should you have any questions with regard to this report, or if we can be of any further assistance, please contact this office.

Best Regards,

AREHNA ENGINEERING, INC.
FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF REGISTRATION NO. 28410

This item has been digitally signed and sealed by:





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Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies

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1.0 PROJECT INFORMATION AND SCOPE OF WORK

1.1 SITE DESCRIPTION AND PROJECT CHARACTERISTICS

The project site is at 134 108th Avenue, at an existing City of Treasure Island property, in Treasure Island, Florida. According to the Pinellas County Property Appraiser website, the parcel lies within Section 23, Township 13 South, and Range 15 East. The project site comprises three parcels. The project consists of facility improvements, including an Electrical Building/Generator & Public Works building to be installed on separate elevated structures, and a 12-foot-diameter wet well to be installed using the tremie method. We understand that the foundation for the elevated platform is a 24-inch-thick cast-in-place concrete mat foundation, fully embedded under a total maximum pressure, with only service dead loading, of 906 psf. Based on our previous investigation, the new wet well will be 30 feet deep. We understand that the facility will include a proposed field office, a proposed fuel tank, and a proposed garage, all supported on a shallow foundation. Detailed loading and foundation type for those structures was not available at the time of this report.

1.2 SCOPE OF WORK

The purpose of our geotechnical study was to obtain information on the general subsurface conditions at the project site. The subsurface materials encountered were evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items were formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings, which may have an impact on the proposed construction.
- Allowable capacities and estimated foundation settlement for foundations supporting the structures.
- General geotechnical recommendations for the proposed construction.
- Recommended design soil parameters for the proposed wet well.

The following services were performed to achieve the above-outlined objectives:

- Conducted site reconnaissance and staked boring locations.
- Requested utility location services from Sunshine811
- Performed one Standard Penetration Test (SPT) boring to a depth of 40 feet at the proposed wet well location.
- Performed one Cone Penetrometer Test (CPT) sounding to a depth of 55 feet below the existing ground surface in the location of the proposed elevated platform by ATI Geologica LLC (ATI), subcontractor of AREHNA.

- Visually classified and stratified soil samples in the laboratory using the Unified Soil Classification System.
- Performed a laboratory testing program consisting of natural moisture content tests, Atterberg Limits (Liquid and Plastic limit) testing, and #200 sieve gradations, to verify the engineer's visual classifications.
- Reported the results of the field exploration and engineering analysis in a written report, signed and sealed by a professional engineer specializing in geotechnical engineering.

1.3 PREVIOUS INVESTIGATION

AREHNA conducted the geotechnical investigation for the Treasure Island Facility Improvement and submitted the geotechnical report (AREHNA Project Number B-22-060) on December 16, 2022. AREHNA performed 8 SPT borings in total, extending to depths ranging from 2 feet to 60 feet below the existing grade. Boring and lab data from that report are combined with current data to create this final report for the site.

2.0 FIELD EXPLORATION & LABORATORY TESTING

2.1 FIELD EXPLORATION

For the current investigation, AREHNA performed one SPT boring (SB-01) to a depth of 40 feet below the existing ground surface (bgs) within or near the proposed wet well location. In the previous investigation, we performed SPT-03 and SPT-04 at or near the proposed structures of the Field Office and Fuel Tanks, respectively. Borings SPT-05 through SPT-08 were completed in the vicinity of the proposed Garage. Borings SPT-01 and SPT-02, although included in this report, are east of the proposed improvements and were not used in the foundation analysis. The horizontal and vertical locations of the SPT borings are shown on the boring location plan and soil boring profile sheets in **Appendix A**. AREHNA's subcontractor, ATI, performed the CPT sounding CPT-01 at the proposed elevated platform location. CPT sounding methods and results are depicted in **Appendix C**. The boring locations were selected by the client and determined in the field using a handheld GPS, with a typical accuracy of about 10 feet.

The SPT boring was performed with the use of a CME-45 Truck Mounted Drill Rig, equipped with an automatic hammer. Bentonite "Mud" drilling procedures were performed with 3-inch ID casing. Samples were collected, and Standard Penetration Test resistances were measured continuously for the top ten feet and at approximate intervals of five feet thereafter. The upper four feet were manually augered to avoid any potential conflicts with unmarked utilities. The soil sampling was performed in general accordance with ASTM Test Designation D-1586, entitled "Penetration Test and Split-Barrel Sampling of Soils." Representative samples from the borings were sealed in glass jars, labeled, and transferred to AREHNA's office for appropriate classification by a geotechnical engineer. Upon completion, boreholes were backfilled with cement grout and left level with the surrounding grade. Please note that samples will be retained for 90 days after the date of this report and then disposed of, unless other arrangements have been made.

2.2 LABORATORY TESTING

Our laboratory testing program included natural moisture content tests (ASTM D-2974), Atterberg Limits (ASTM D-4318), and #200 sieve (ASTM D1140-17). To determine the environmental classification of representative soil and water samples, we performed pH, chlorides, sulfates, and resistivity testing (FM 5-550 through FM 5-553) on the upper 4 feet of soil from boring SPT-01. The results of these tests are summarized on **Tables 2** and **4** in **Appendix B** and shown on boring profiles in **Appendix A**.

3.0 SUBSURFACE CONDITIONS

3.1 USGS TOPOGRAPHIC DATA

Digital Raster Graphic (scanned topographic map) projection of the Seminole Quadrangle, Florida, provided by the USGS, was reviewed to collect topographic information in the vicinity of the project site. The approximate location of this site has been superimposed on a USGS topographic map of the local area and is shown on **Sheet 1** in **Appendix A**. Based on this review, the natural ground surface elevations at the project site are approximately +5 feet NGVD 29 (National Geodetic Vertical Datum of 1929). A previous site survey provided to AREHNA indicates the ground surface elevations in the project area are mostly between about +3.5 and +4.8 feet elevation (assumed to be NAVD 88) Elevations referenced in this report should be considered approximate only.

3.2 USDA NATURAL RESOURCES CONSERVATION SERVICE DATA

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey for the site area is attached in **Appendix A**. This survey indicates that the soil at the project site consists of *Matlacha and St. Augustine soils and Urban land (Map Unit 16)*. A summary of this USDA soil type is provided on **Table 1** in **Appendix B.** We note that this soil map unit consists of reworked soils and fill soils that may be mixed and may vary over short distances.

3.3 SUBSURFACE CONDITIONS

Pictorial representations of the subsurface conditions encountered in the borings are shown on the **Soil Boring Profiles** in **Appendix A**. These profiles and the following soil conditions highlight the general subsurface stratification. The **Soil Boring Profiles** in **Appendix A** should be consulted for a detailed description of the subsurface conditions encountered at the boring location. When reviewing the boring record and the subsurface profile, it should be understood that soil conditions may vary between and away from the boring locations.

<u>Wet Well</u>

Boring SB-01 encountered medium dense to dense fine sand (SP) to slightly silty fine sand (SP-SM) mixed with shell and concrete debris from the ground surface to a depth of 8 feet below grade. It was underlined by concrete debris with limerock fragments from a depth of 8 feet to about 17 feet bgs. Below the concrete debris, the boring intercepted loose clayey silty sand (SC-SM) from 17 feet to 22 feet bgs, followed by medium-dense silty fine sand (SM) from 22 feet to 25 feet below the existing grade. It was underlain by loose to medium-dense slightly silty fine sand (SP-SM) from a depth of 25 feet 37 below grade, and the boring terminated in firm clay (CH) from about 37 to 40 feet depth.

Electrical Building/Generator & Public Works Building/Elevated Platform

CPT-01 sounding encountered loose to medium dense sand, silty sand and slightly silty sand in the upper 13 feet with very loose fine-grained material between approximately 6 and 8.5 feet bgs, followed by dense sand from about 13 to 15 feet bgs. Soft clay and silty clay were recorded from about 15 feet to 24 feet bgs, and alternating loose to medium dense sand, silt, and silty clay were recorded from 24 feet to 49 feet bgs. Very stiff to hard clayey layers were recorded from 49 feet to 51 feet and from 52.5 feet to 54.5 feet bgs. The CPT sounding terminated in very dense sand or limestone bedrock at 55 feet below grade. It should be noted that soil types from CPT soundings described herein are approximate as no samples were collected.

The detailed description of the CPT sounding is attached in **APPENDIX C**.

Field Office

Boring SPT-03 encountered loose fine sand (SP) and very loose slightly silty fine sand (SP-SM) to a depth of about 8 feet bgs and underlain by loose to very loose silty fine sand (SM) to a depth of 22 feet below grade. This was followed by very soft elastic silt (MH) to a depth of 27 feet bgs and underlain by very loose silty fine sand (SM) and slightly silty fine sand (SP-SM) to depths of 32 feet and 37 feet below grade, respectively. Below this was very soft to very stiff clayey silt (MH) to termination depth at 45 feet below grade. Weight-of-Hammer (very soft) conditions were recorded at depths between 8 feet to 9.5 feet, 18.5 feet to 20.5 feet, and 38.5 feet to 40.5 feet below grade.

Fuel Tank

The asphalt layer was about 2 inches thick with no noticeable base materials. Below the pavement section, Boring SPT-04 encountered loose fine sand (SP) to slightly silty fine sand (SP-SM) to a depth of about 6 feet below ground surface (bgs). It was followed by soft to stiff elastic silt (MH) to a depth of about 12 feet then very loose to medium dense silty fine sand (SM) to a depth of about 27 feet below grade. This was followed by loose to very loose slightly silty fine sand (SP-SM) layer to a depth of 37 feet bgs and underlain by soft to very stiff elastic silty (MH) layer to a depth of 47 feet below grade. This was followed by medium dense clayey fine sand (SC) layer to a depth of 52 feet bgs and underlain by dense clayey silty fine sand (SM-SC) to a depth of 57 feet below grade. Below that, the boring penetrated a hard limestone layer to the termination depth of 60 feet below grade.

Garage

Boring SPT-05 was performed about 40 north of the proposed garage footprint. Below the 6-inch-thick concrete layer, the boring SPT-05 encountered 4 feet of fine sand (SP) as a surficial layer. The surficial layer was followed by thin layers of clayey silt (MH), silty sand (SM), and slightly silty fine sand (SP-SM) to the boring termination depths. Borings SPT-06 through SPT-08 encountered (below the pavement where present) very loose to loose fine sand (SP) and slightly silty fine sand (SP-SM) to the termination depth of the borings at up to 10 feet depth. Boring SPT-06 terminated at a depth of about 2.25 feet due to a concrete pipe obstruction. Boring SPT-07 terminated at a depth of about 4.0 feet due to a possible pipe or other obstruction.

3.4 GROUNDWATER CONDITIONS

The groundwater was encountered at depths ranging from about 2.5 feet (SPT-01) to 3.4 feet (SPT-03) below existing grade at the time of exploration. Fluctuations in groundwater levels should be expected due to seasonal climatic changes, construction activity, variations in rainfall, surface water runoff, and other site-specific factors. Since groundwater level variations are anticipated, design drawings and specifications should accommodate such possibilities, and construction planning should assume that variations will occur.

3.5 ESTIMATED SEASONAL HIGH WATER LEVEL

The Seasonal High Water Table (SHWT) is the highest average depth of soil saturation during the wet season in a normal year (Southwest Florida Water Management District, SWFMD). Based on SWFWMD guidelines, the procedures for estimating SHWT elevations include examining county soil surveys and conducting field verification by observation and identifying indicators within the soil profile.

A review of the Pinellas County Soil Survey indicates that the project site is located within an area classified as *Matlacha and St. Augustine soils and Urban land (*Map Unit 16*)*. The Soil Survey estimated the seasonal high water level is indicated as 1.5 to 2 feet below natural grades. This area has been built up with fill from previous development; therefore, natural seasonal high soil indicators were not present in the borings performed.

The site is very near the bay, and water levels will be controlled by the bay's water level (sea level). There is potential for rare storm surge events that could also flood the site. We estimate the SHWT to be about 2 feet to 2.4 feet deep at this site, but depths may vary due to variations in ground surface elevation, drainage, and other factors. We recommend a design depth of 2 feet below the existing grade, not including potential for storm surge, which would be above existing grades. For buoyancy design (wet well), a water table at the ground surface should be assumed. Depth to groundwater will vary across the site due to differences in ground surface elevation.

4.0 DESIGN RECOMMENDATIONS

4.1 GENERAL

Our geotechnical evaluation is based on the previously presented project information and the field data obtained during this geotechnical exploration. We understand that the wet well will be 30 feet deep, and the Electrical Building/Generator & Public Works building on the elevated platform will have a 24-inch-thick cast-in-place concrete mat foundation with a service dead load of 906 pounds/square foot (psf). We understand that the facility will include a proposed field office, a proposed fuel tank, and a proposed garage, all supported on shallow foundations. We do not know the detailed loading and foundation type for those structures at the time of this report. If the final structure location, type, or loads are significantly different from those described, or if the subsurface conditions during construction differ from those revealed by our boring, we should be notified immediately so that we can review the recommendations presented in this report.

4.2 SHALLOW FOUNDATION DESIGN

Following our recommended General Site Preparations, the proposed structure(s) can be constructed on a system of conventional shallow spread or strip footings. The foundation systems may bear on compacted existing soils or compacted structural fill soils.

Electrical Building/Generator & Public Works Building

The proposed elevated platform structure(s) can be constructed on a system of cast-in-place concrete mat foundation. We assumed the elevated platform would be about 18 feet wide and 35 feet long for our bearing and settlement calculations.

For an embedment depth of 2 feet below the existing grade, with a provided total (with live load) soil pressure of 1353 psf, the allowable soil bearing pressure is about 5,400 psf (factor of safety = 3). The estimated settlement for this configuration, with a provided service dead load of 906 psf, the estimated settlement is approximately 1.23 inches. It should be noted that if fill is used to elevate the platform, the fill will cause additional settlement and should be considered during construction. Our bearing capacity evaluation was based on correlations between N-values and the successful performance of similar structures on similar soil conditions. It should be noted that about 1/4 of the settlement may be long-term (occurring after construction is complete) and may take several weeks to a few months to complete.

Based upon the soil conditions encountered at the site and the recommended site preparation operations presented in this report, the modulus of vertical subgrade reaction (k) for the slab bearing soils is expected to be on the order of 120 pounds per square inch per inch of vertical deflection (pci), at the recommended compaction criteria. Our evaluation was based on the satisfactory performance of our recommended approach with other structures and similar soil conditions.

Field Office Building

The elevated platform/building footprint is reported to be 30 feet by 40 feet in plan dimensions. Assuming shallow continuous strip footings with a minimum width of 1.5 feet or isolated spread column foundations with a minimum width of 2.5 feet, an allowable net soil bearing pressure (with a Safety Factor of approximately 3) of 2,000 psf, with a minimum foundation embedment of 18 inches below final grade, should be used. The estimated settlement for this configuration is less than 1-inch. If a mat foundation will be used, the analysis above for the Public Works Building may be used as it would be nearly identical in design in that case.

Fuel Tank Structure

The fuel tank structure footprint appears to be about 16 feet by 65 feet, based on the provided plan sketch. Assuming shallow continuous strip footings with a minimum width of 1.5 feet, an allowable net soil bearing pressure (with a Safety Factor of approximately 3) of 2,000 psf, with a minimum foundation embedment of 18 inches below final grade, should be used. The estimated settlement for this configuration is less than 1-inch.

Garage Building

The garage building footprint appears to be 52 feet by 60 feet. Shallow continuous strip footings may be designed with a width of 1.5 feet or isolated spread column foundations with a minimum width of 2.5 feet, an allowable net soil bearing pressure (with a Safety Factor of approximately 3) of 2,000 psf with a minimum foundation embedment of 18 inches below final grade. The estimated settlement for this configuration is less than 1-inch.

These minimum footing sizes should be used regardless of whether the maximum allowable bearing pressures are fully developed in all loading conditions. All isolated footings should be embedded so that the bottom of the foundation is a minimum of 18 inches below the adjacent final grades on all sides. These minimum footing sizes tend to provide adequate load-bearing area to develop overall bearing capacity and account for minor variations in the bearing materials. Our bearing capacity evaluation was based on correlations between N-values and the successful performance of similar structures on similar soil conditions.

It should be noted that about 1/2 of the settlement may be long-term (occurring after construction is complete) and may take several weeks to a few months to complete due to silty and clayey soil conditions at depth. Since there is potential for some minor differential settlement over time, to help prevent cracking to the structure, we recommend slightly increasing the footing thickness and/or increasing the size or number of reinforcement bars to increase the footing stiffness beyond the typical minimum required for the loading conditions. The floor slab (or any slabs-on-grade) may be supported on compacted existing soils or compacted structural fill. The slab subgrade soils should be compacted to a minimum dry density of at least 98 percent of the Modified Proctor maximum dry density to a depth of at least 12 inches. The floor slab should be appropriately jointed to control the location of shrinkage cracking.

4.3 WET WELL AND LIFT STATION DESIGN

We understand that a 12-foot-diameter wet well is to be installed using the tremie method. Based on our previous investigation, the new wet well will be 30 feet deep, and the lift station foundation will be installed 30 feet below the existing grade. During boring SB-01, concrete debris was encountered to a depth of about 17 feet within the proposed construction. Any excavations should expect high resistance, and special equipment and breaking tools may be required to remove the concrete debris.

The pump station should be designed to resist hydrostatic lateral and particularly uplift (buoyancy) pressure and earth pressures. Typically, wet wells do not have settlement issues because the weight of soil removed during the initial installation is greater than the weight of the wet well, foundation, and water inside the well. Bearing capacity is also not usually an issue for wide mat-type bottom foundations, as anticipated here. Uplift resistance will likely control the design. The groundwater should be assumed to be at the ground surface for the critical case (buoyancy) in design.

The table presented in **Appendix B** outlines recommended soil and lateral earth pressure parameters for use in design.

5.0 GENERAL SITE PREPARATION

5.1 General

We understand that the project consists of facility improvements for a new Electrical Building/Generator & public work building on the elevated structure, and a deep wet well to be installed using the tremie method. We understand that the facility will also include a field office, fuel tanks, and a garage on a shallow foundation. Very loose/very soft silty clayey soils should be anticipated in the deeper excavations. In most areas, the upper approximate 4 feet of excavated soil may be suitable for re-use; however, clean import sand fill should be anticipated by the contractor, particularly if grades are increased.

AREHNA should be notified if the site conditions during construction are different from those stated in this report, so we may modify or amend our recommendations. These recommendations may be revised once the remaining borings are completed.

5.2 On-Site Soil Suitability

The borings from the previous study indicate that surficial sandy soils classified as SP and SP-SM are present, ranging in thickness from about 4 to 12 feet, depending on the boring. Silty sand, clayey sands, silt, and clays are not suitable for re-use and should be stockpiled separately from any sandy soils intended for re-use.

Suitable structural fill materials (or re-use soils) should consist of fine to medium sand with less than 12 percent passing the No. 200 sieve and be free of rubble, organics, clay, debris, and other unsuitable material. Any off-site materials used as fill should be approved by AREHNA prior to acquisition.

5.3 Excavation and Backfill

Excavations should be constructed in accordance with the current OSHA guidelines. The contractor is solely responsible for designing and constructing stable excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the sides and bottom of the excavations. The contractor's responsible person, as defined in 29 CFR, Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in all local, state, and federal safety regulations.

Buried concrete and other debris were noted in the borings, particularly at boring SB-01, and should be noted by the contractor. The soils encountered are consistent with OSHA Class C soils. They will not stand vertically in an open excavation below the groundwater level or for more than very short periods above the groundwater level. Soil should not be stockpiled adjacent to excavations unless the stockpile has been included in the analyses of the excavation stability. Excavations may require dewatering.

All excavations should be backfilled with acceptable, compacted fill or re-use soils. Fill or re-use soils should generally consist of dry fine sand with less than 12 percent passing the No. 200 sieve and be free of rubble, organics, clay, debris, and other unsuitable material. Some excavated soils at this site will not be suitable for re-use as fill. Imported fill should be anticipated and should be tested and approved prior to acquisition. Backfills should be compacted in lifts not exceeding 12 inches in thickness. It should be compacted to a minimum of 95 percent (98 percent below any structures or pavement) of the Modified Proctor maximum dry density (ASTM D-1557). If compaction cannot be obtained with 12-inch lifts, thinner lifts may be required. For pavement areas, the subgrade and base materials should also be compacted to at least 98 percent (ASTM D-1557). Prior to beginning compaction, soil moisture content should be adjusted in order to facilitate proper compaction. A moisture content within 2 percentage points of the optimum indicated by the Modified Proctor Test (ASTM D-1557) is recommended prior to compaction of the fill.

5.4 Dewatering

The groundwater was encountered at a depth of about 2.5 to 3.4 feet below the existing grade at the time of exploration, and the estimated seasonal high water table is about 2 feet below existing grades and will be controlled by the tides. If dewatering is required, the designer of the dewatering system should consider the deeper soil layers of very loose/very soft silty soil as shown on the boring profiles. The impact of runoff from adjacent properties, nearby water bodies, and other site-specific conditions that may affect groundwater recharge is beyond the scope of this exploration. It should be considered when planning and designing a dewatering system.

5.5 Pipeline Bedding

We assume that the pipe will be installed between the wet well and the lift station, with open-cut methods, with at least 3 feet (minimum) of cover. Pipe depths were not provided. For open-cut construction, we recommend that the pipeline be supported on a bedding layer consisting of at least 6 inches of granular soil (existing soil or fill) that meets the previously described requirements for acceptable structural fill. The bedding layer should be compacted to at least 95 percent of the Modified Proctor maximum dry density (ASTM D-1557), but the soil may then be loosened at the pipe-to-soil contact areas for smoother contact.

Very loose silty/clayey soils may be encountered at the bottoms of trenches. Over-excavation of the loose layer by at least 12 inches is recommended, and replacing it with at least 12 inches of compacted structural fill (or #57 stone wrapped in filter fabric) is recommended at the base of excavations if unsuitable or very loose soils are exposed. This will create a stable bedding layer for the pipeline.

5.6 General Construction Monitoring and Testing Guidelines

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable exposed in-place soils (if any) be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation, and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils and to determine if the fill material is acceptable.

A representative number of in-place field density tests should be performed in the compacted existing soils and in each lift of structural fill or backfill to confirm that the required degree of compaction has been obtained. We recommend that at least one density test be performed at the base of excavations for structure footings for every lift of backfill.

6.0 ENVIRONMENTAL CLASSIFICATION

AREHNA performed corrosion parameter tests on soil samples obtained for the project site. The results are provided on **Table 4** in **Appendix B**. According to these test results, the substructure environmental classification is slightly aggressive for both Steel and Concrete.

7.0 BASIS FOR RECOMMENDATIONS

The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the location indicated. Regardless of the thoroughness of geotechnical exploration, there is always a possibility that conditions may differ from those at specific boring locations and that they will not be as anticipated by the designers or contractors. In addition, the construction process itself may alter soil conditions. AREHNA is not responsible for the conclusions, opinions, or recommendations made by others based on the data presented in this report.

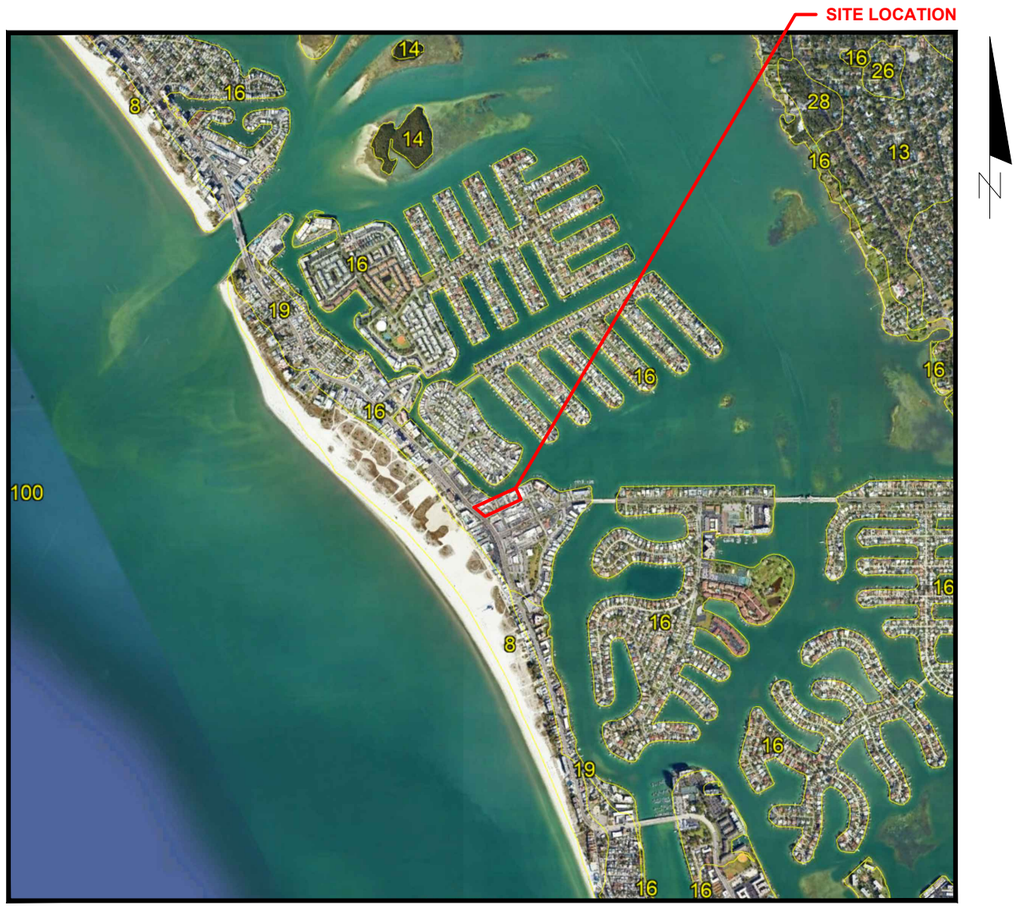
The assessment of site environmental conditions or the presence of contaminants in the soil, rock, surface water, or groundwater of the site was beyond the scope of this exploration. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are privileged information of Kimley-Horn and the City of Treasure Island.

This report was prepared exclusively for Kimley-Horn and the City of Treasure Island by AREHNA. The quality of information, conclusions, and estimates contained herein is consistent with the level of effort involved in AREHNA's services and based on i) information available at the time of preparation, ii) data supplied by outside sources, and iii) the assumptions, conditions, and qualifications outlined in this report. This report is intended to be used by Kimley-Horn and the City of Treasure Island only, subject to the terms and conditions of its contract with Kimley-Horn. Any other use of, or reliance on, this report by any third party is at that party's sole risk.

APPENDIX A

USDA & USGS Vicinity Maps – Sheet 1
Boring Location Plan – Sheet 2
Soil Boring Profiles – Sheet 3A through 3D

USDA SOIL SURVEY MAP

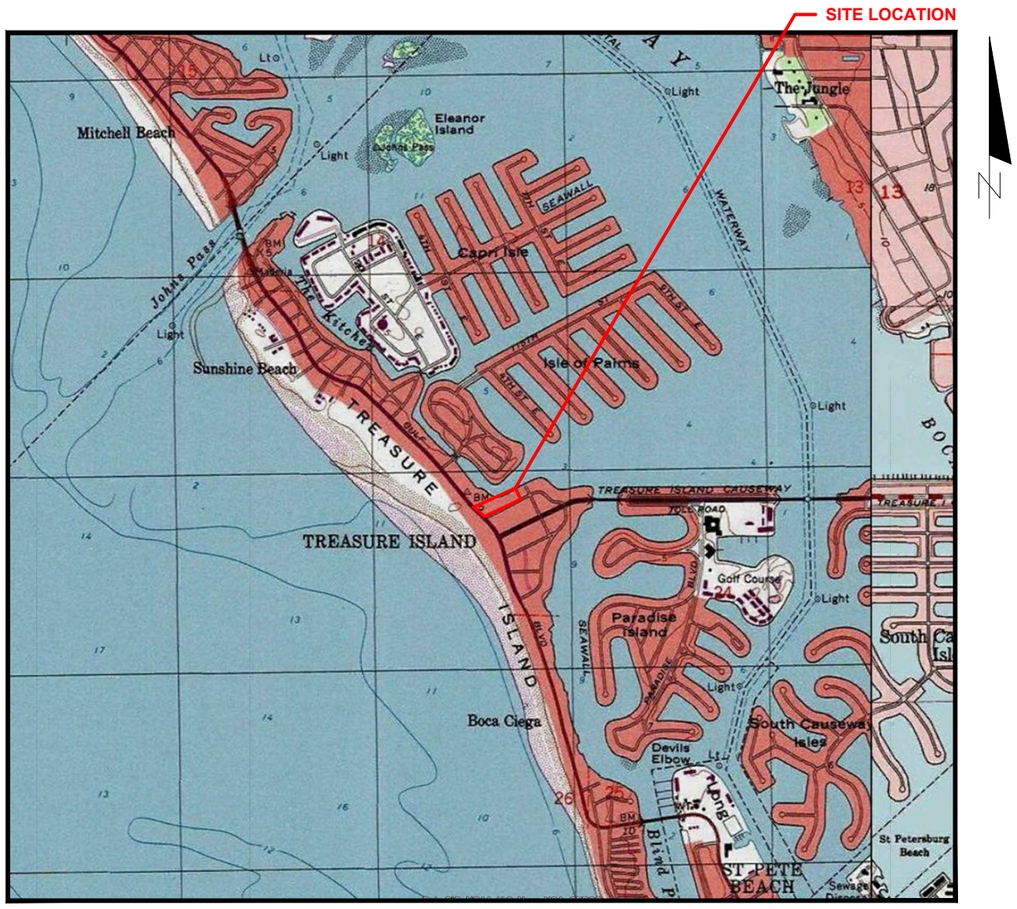


N.T.S.

REFERENCE: USDA SOIL SURVEY OF PINELLAS COUNTY, FLORIDA

S/T/R: 23 / 31 S / 15 E

USGS TOPOGRAPHIC MAP



N.T.S.

REFERENCE: "SEMINOLE, FLORIDA" USGS QUADRANGLE MAP

S/T/R: 23 / 31 S / 15 E

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

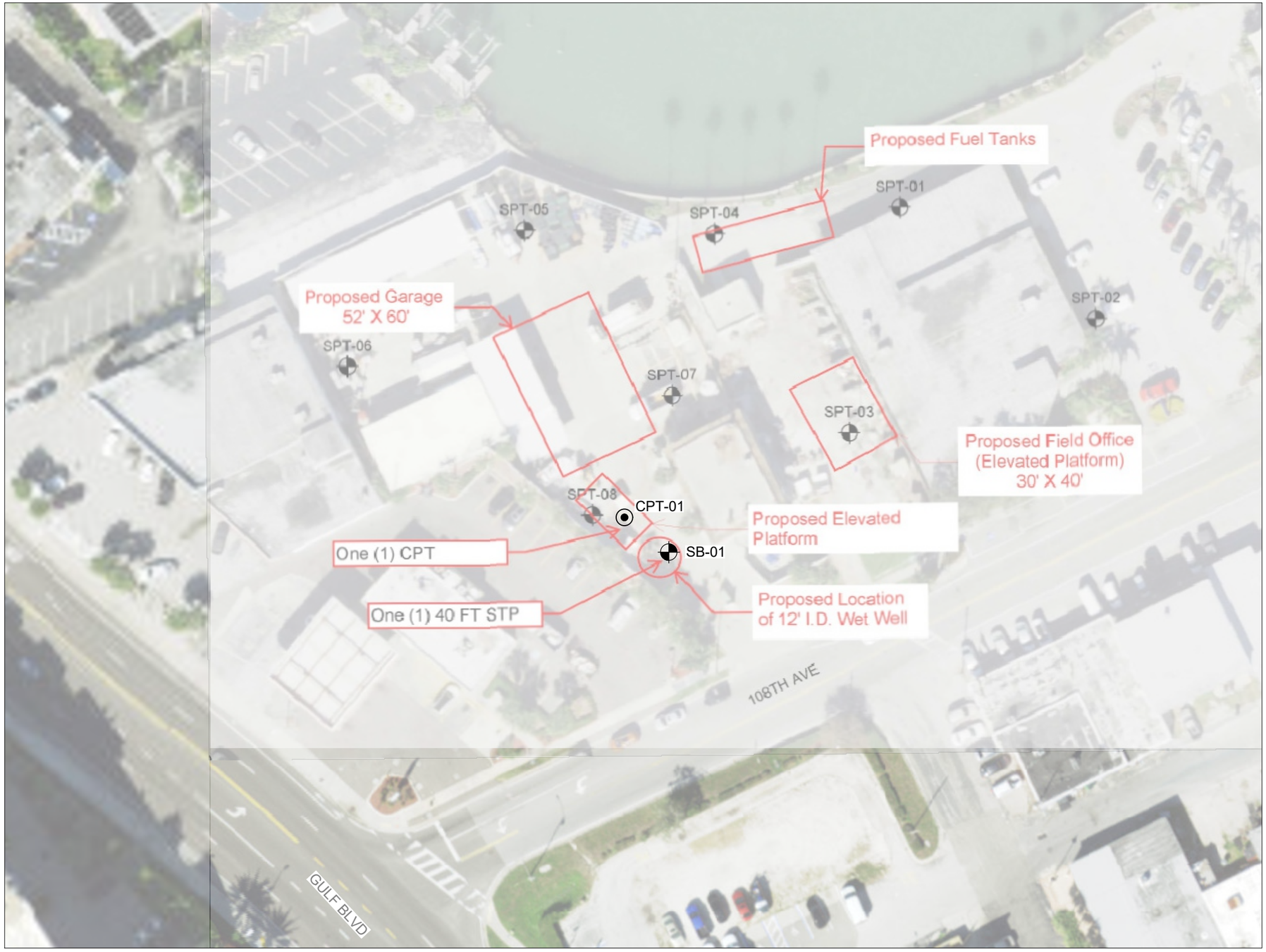
PREPARED BY:

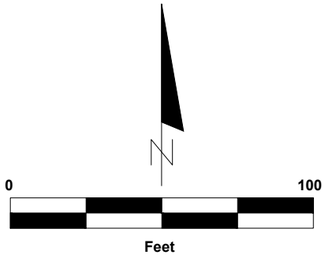
AREHNA | Engineering, Inc.
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Phone 813.944.3464 | Fax 813.944.4959
Certificate of Authorization No. 28410

USDA & USGS VICINITY MAPS

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	1





LEGEND

- APPROXIMATE LOCATION OF SPT BORING
- APPROXIMATE LOCATION OF CPT BORING

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:

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Phone 813.944.3464 | Fax 813.944.4959
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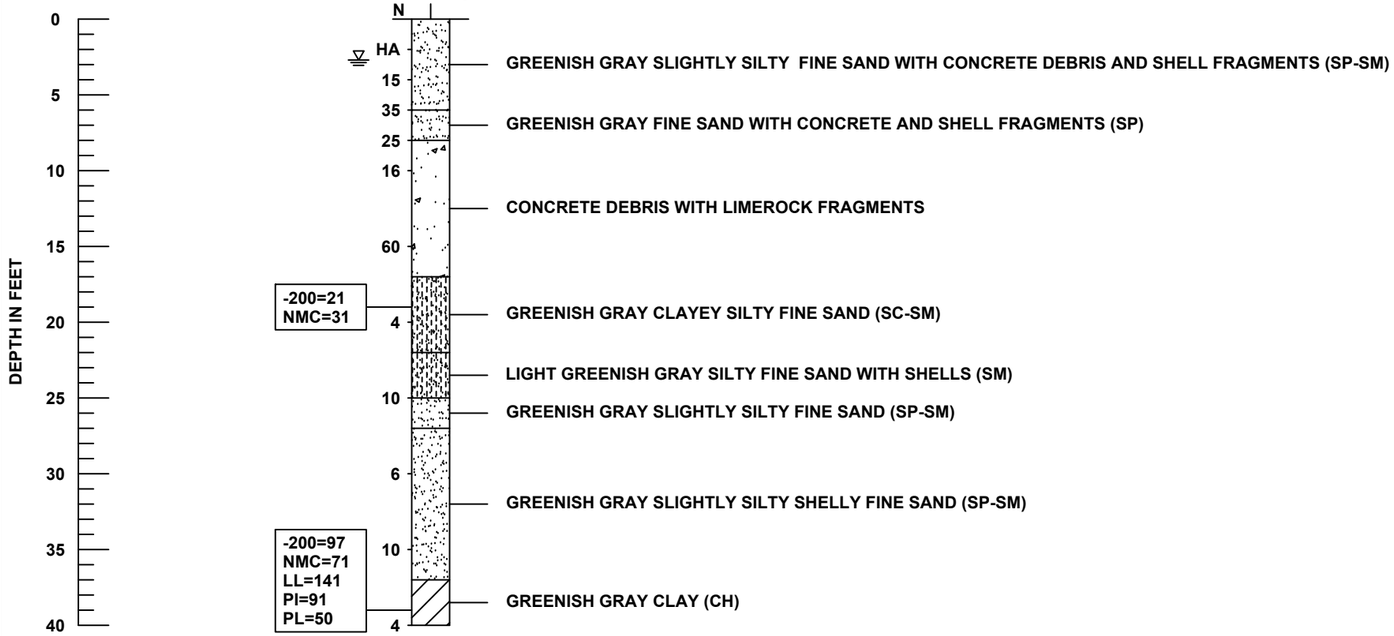
BORING LOCATION PLAN

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	2

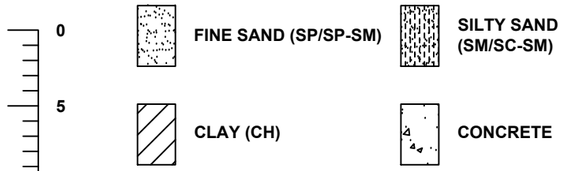
SB-01

11/12/25



BORING TERMINATED AT 40.0 FEET
LATITUDE: N 27.77039
LONGITUDE: W 82.76949

LEGEND



SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND/OR LABORATORY TESTING

GROUNDWATER TABLE AT THE TIME OF DRILLING

N SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION

HA HAND AUGER

-200 FINES PASSING THE #200 STANDARD SIEVE (%)

NMC NATURAL MOISTURE CONTENT (%)

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	**SPT (BLOWS/FT)**	**SPT (BLOWS/FT)**
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	**SPT (BLOWS/FT)**	**SPT (BLOWS/FT)**
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

SOIL PROFILE NOTES:

1. THE PROFILES DEPICTED ARE OF A GENERALIZED NATURE TO HIGHLIGHT THE MAJOR SUBSURFACE STRATIFICATION FEATURES AND MATERIAL CHARACTERISTICS. THE SOIL PROFILES INCLUDE SOIL DESCRIPTION, STRATIFICATIONS, AND PENETRATION RESISTANCES. THE STRATIFICATIONS SHOWN ON THE BORING PROFILES REPRESENT THE CONDITIONS ONLY AT THE ACTUAL BORING LOCATION. VARIATIONS MAY OCCUR AND SHOULD BE EXPECTED BETWEEN BORING LOCATIONS. THE STRATIFICATIONS REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SUBSURFACE MATERIALS AND THE ACTUAL TRANSITION MAY BE GRADUAL.
2. GROUNDWATER LEVELS GENERALLY FLUCTUATE DURING PERIODS OF PROLONGED DROUGHT AND EXTENDED RAINFALL AND MAY BE AFFECTED BY MAN-MADE INFLUENCES. IN addition, A SEASONAL EFFECT WILL ALSO OCCUR IN WHICH HIGHER GROUNDWATER LEVELS OR TEMPORARY PERCHED CONDITIONS ARE NORMALLY RECORDED IN RAINY SEASONS.
3. THE BORING LOCATIONS PRESENTED ARE APPROXIMATE AND BASED ON HAND HELD GPS WITH AN ACCURACY OF +/- 10 FEET.
4. SPT BORINGS WERE PERFORMED USING AN AUTO HAMMER.

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

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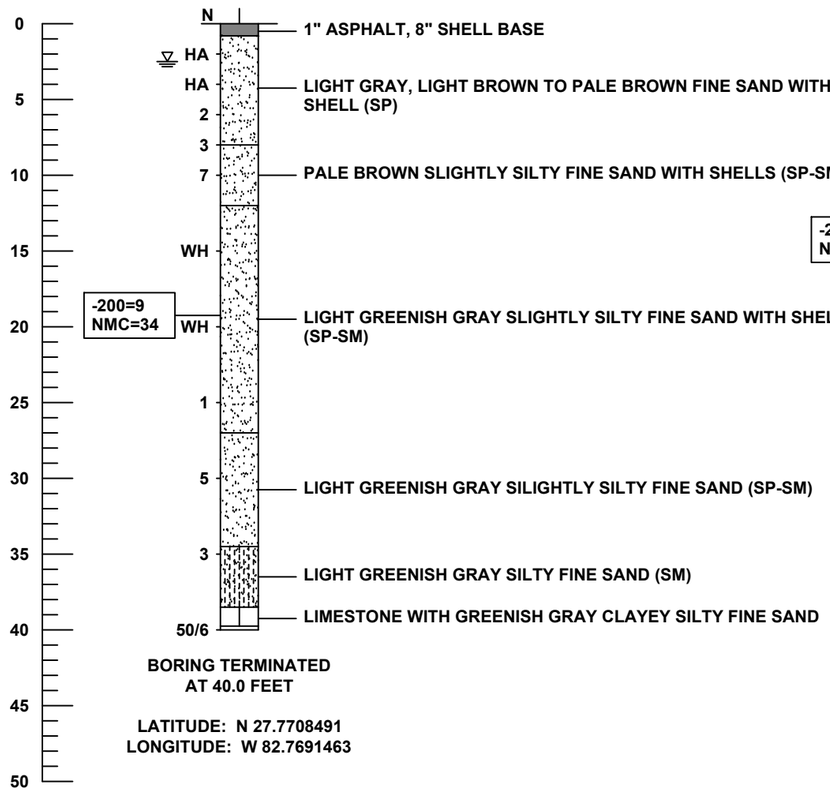
SOIL BORING PROFILES

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	3A

SPT-01

10/19/22

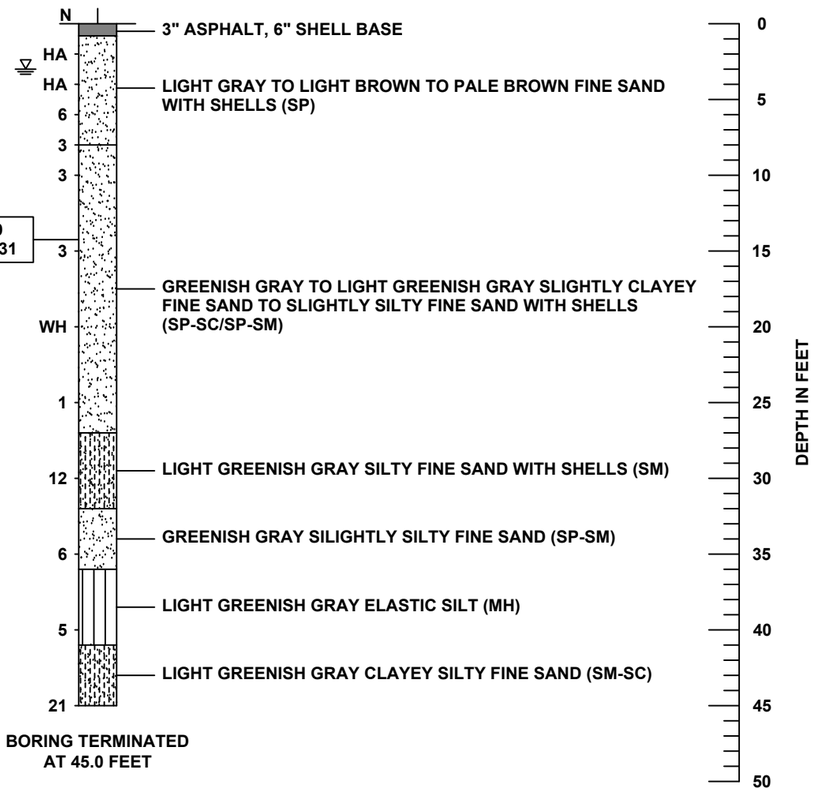


BORING TERMINATED
AT 40.0 FEET

LATITUDE: N 27.7708491
LONGITUDE: W 82.7691463

SPT-02

10/19/22



BORING TERMINATED
AT 45.0 FEET

LATITUDE: N 27.770702
LONGITUDE: W 82.768858

LEGEND

PAVEMENT

CLAYEY SAND (SC)

FINE SAND (SP/SP-SM/SP-SC)

SILT (MH)

SILTY SAND (SM/SM-SC)

LIMESTONE

SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND/OR LABORATORY TESTING

GROUNDWATER TABLE AT THE TIME OF DRILLING

GNE GROUNDWATER TABLE NOT ENCOUNTERED

N SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION

HA HAND AUGER

WH FELL UNDER WEIGHT OF ROD AND HAMMER

50/4 NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION

-200 FINES PASSING THE #200 STANDARD SIEVE (%)

NMC NATURAL MOISTURE CONTENT (%)

LL LIQUID LIMIT (%)

PI PLASTICITY INDEX (%)

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE LOOSE MEDIUM DENSE DENSE VERY DENSE	LESS THAN 4 4 to 10 10 to 30 30 to 50 GREATER THAN 50	LESS THAN 3 3 to 8 8 to 24 24 to 40 GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT SOFT FIRM STIFF VERY STIFF HARD	LESS THAN 2 2 to 4 4 to 8 8 to 15 16 to 30 GREATER THAN 30	LESS THAN 1 1 to 3 3 to 6 6 to 12 12 to 24 GREATER THAN 24
LIMESTONE CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
SOFT MEDIUM HARD VERY HARD	LESS THAN 20 20 to 50 51 to 50/3" GREATER THAN 50/3"	LESS THAN 17 17 to 41 42 to 50/6" GREATER THAN 50/6"

Soil Profile Notes:

1. The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.
2. Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.
3. The Boring Locations Presented are Approximate and Based on Hand Held GPS with an Accuracy of +/- 10 Feet.
4. SPT borings were performed using an automatic hammer.

ENVIRONMENTAL CLASSIFICATION:

SUBSTRUCTURE	CONCRETE: SLIGHTLY AGGRESSIVE
SUBSTRUCTURE	STEEL: SLIGHTLY AGGRESSIVE
SUPERSTRUCTURE	SLIGHTLY AGGRESSIVE

TEST RESULTS:

RESISTIVITY	7,000 OHMS-CM
CHLORIDES	30 PPM
SULFATES	3 PPM
pH	7.5

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:
AREHNA | Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
Certificate of Authorization No. 28410

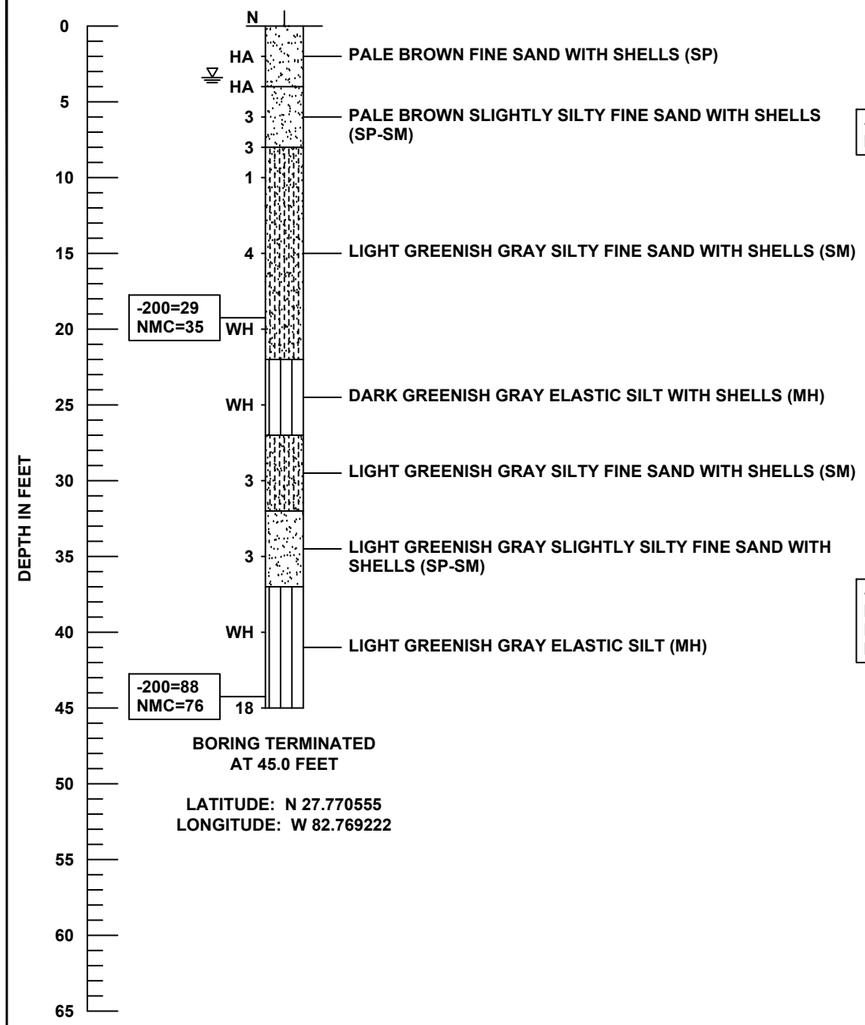
SOIL BORING PROFILES

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	3B

SPT-03

11/28/22

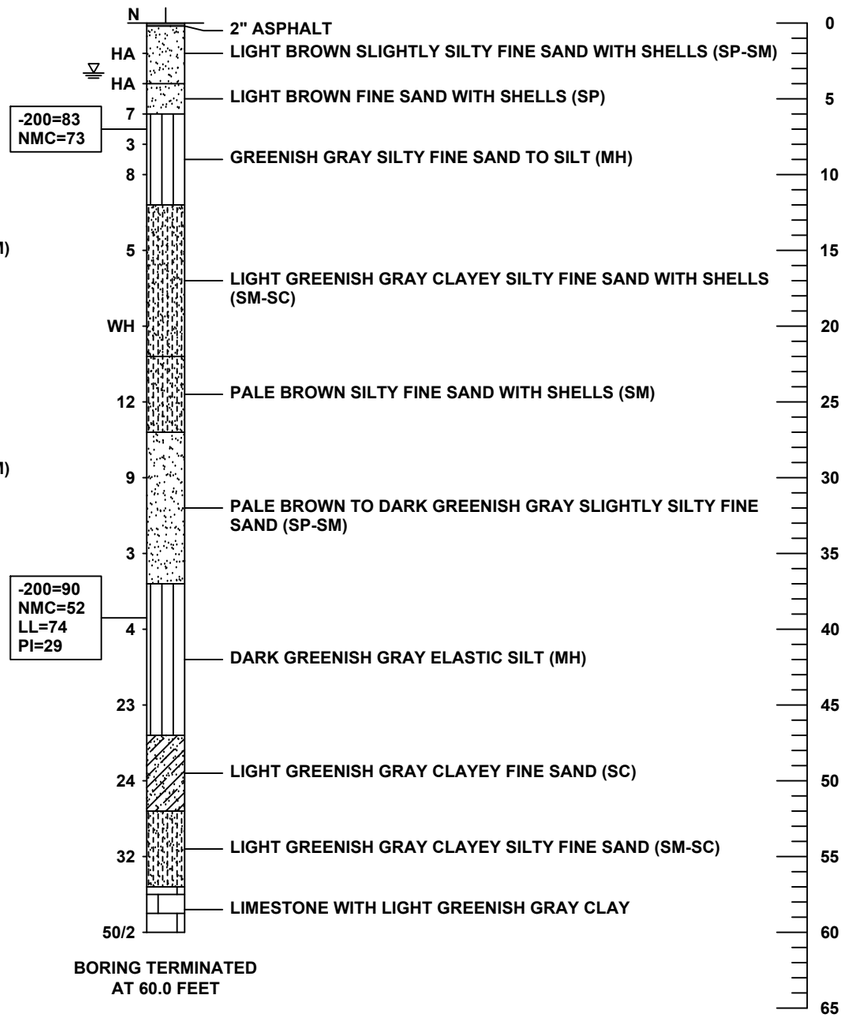


BORING TERMINATED
AT 45.0 FEET

LATITUDE: N 27.770555
LONGITUDE: W 82.769222

SPT-04

10/19/22



BORING TERMINATED
AT 60.0 FEET

LATITUDE: N 27.7708153
LONGITUDE: W 82.7694196

LEGEND

PAVEMENT

CLAYEY SAND (SC)

FINE SAND (SP/SP-SM/SP-SC)

SILT (MH)

SILTY SAND (SM/SM-SC)

LIMESTONE

SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND/OR LABORATORY TESTING

GROUNDWATER TABLE AT THE TIME OF DRILLING

GNE GROUNDWATER TABLE NOT ENCOUNTERED

N SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION

HA HAND AUGER

WH FELL UNDER WEIGHT OF ROD AND HAMMER

50/4 NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION

-200 FINES PASSING THE #200 STANDARD SIEVE (%)

NMC NATURAL MOISTURE CONTENT (%)

LL LIQUID LIMIT (%)

PI PLASTICITY INDEX (%)

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	16 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24
LIMESTONE CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
SOFT	LESS THAN 20	LESS THAN 17
MEDIUM	20 to 50	17 to 41
HARD	51 to 50/3"	42 to 50/6"
VERY HARD	GREATER THAN 50/3"	GREATER THAN 50/6"

Soil Profile Notes:

1. The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.
2. Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.
3. The Boring Locations Presented are Approximate and Based on Hand Held GPS with an Accuracy of +/- 10 Feet.
4. SPT borings were performed using an automatic hammer.

ENVIRONMENTAL CLASSIFICATION:

SUBSTRUCTURE	CONCRETE: SLIGHTLY AGGRESSIVE
SUBSTRUCTURE	STEEL: SLIGHTLY AGGRESSIVE
SUPERSTRUCTURE	SLIGHTLY AGGRESSIVE

TEST RESULTS:

RESISTIVITY	7,000 OHMS-CM
CHLORIDES	30 PPM
SULFATES	3 PPM
pH	7.5

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:

AREHNA | Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
Certificate of Authorization No. 28410

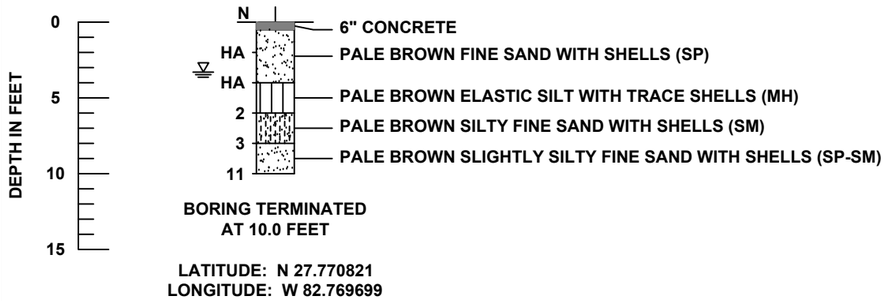
SOIL BORING PROFILES

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	3C

SPT-05

11/28/22



BORING TERMINATED AT 10.0 FEET

LATITUDE: N 27.770821
LONGITUDE: W 82.769699

SPT-06

11/28/22



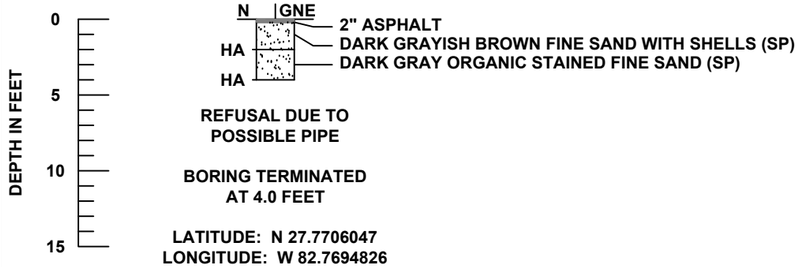
REFUSAL DUE TO CONCRETE PIPE

BORING TERMINATED AT 2.25 FEET

LATITUDE: N 27.7706438
LONGITUDE: W 82.769961

SPT-07

11/28/22



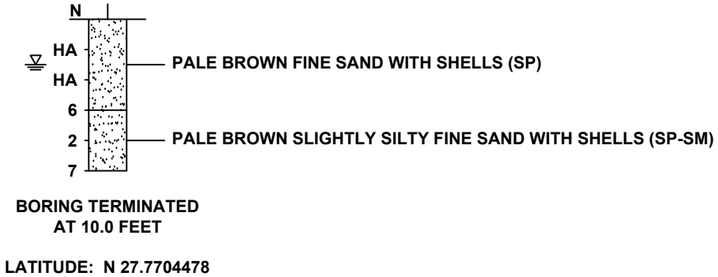
REFUSAL DUE TO POSSIBLE PIPE

BORING TERMINATED AT 4.0 FEET

LATITUDE: N 27.7706047
LONGITUDE: W 82.7694826

SPT-08

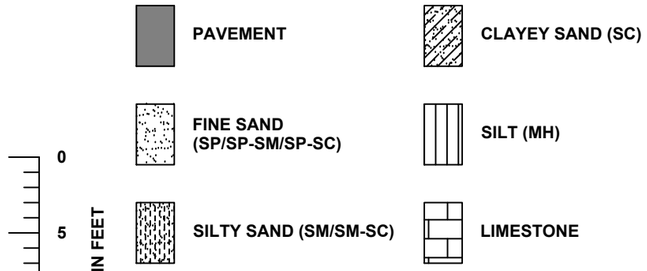
11/28/22



BORING TERMINATED AT 10.0 FEET

LATITUDE: N 27.7704478
LONGITUDE: W 82.769601

LEGEND



SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND/OR LABORATORY TESTING
▽	GROUNDWATER TABLE AT THE TIME OF DRILLING
GNE	GROUNDWATER TABLE NOT ENCOUNTERED
N	SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION
HA	HAND AUGER
WH	FELL UNDER WEIGHT OF ROD AND HAMMER
50/4	NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION
-200	FINES PASSING THE #200 STANDARD SIEVE (%)
NMC	NATURAL MOISTURE CONTENT (%)
LL	LIQUID LIMIT (%)
PI	PLASTICITY INDEX (%)

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE LOOSE MEDIUM DENSE DENSE VERY DENSE	LESS THAN 4 4 to 10 10 to 30 30 to 50 GREATER THAN 50	LESS THAN 3 3 to 8 8 to 24 24 to 40 GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT SOFT FIRM STIFF VERY STIFF HARD	LESS THAN 2 2 to 4 4 to 8 8 to 15 16 to 30 GREATER THAN 30	LESS THAN 1 1 to 3 3 to 6 6 to 12 12 to 24 GREATER THAN 24
LIMESTONE CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
SOFT MEDIUM HARD VERY HARD	LESS THAN 20 20 to 50 51 to 50/3" GREATER THAN 50/3"	LESS THAN 17 17 to 41 42 to 50/6" GREATER THAN 50/6"

Soil Profile Notes:

1. The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.
2. Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.
3. The Boring Locations Presented are Approximate and Based on Hand Held GPS with an Accuracy of +/- 10 Feet.
4. SPT borings were performed using an automatic hammer.

ENVIRONMENTAL CLASSIFICATION:

SUBSTRUCTURE	CONCRETE: SLIGHTLY AGGRESSIVE
SUBSTRUCTURE	STEEL: SLIGHTLY AGGRESSIVE
SUPERSTRUCTURE	SLIGHTLY AGGRESSIVE

TEST RESULTS:

RESISTIVITY	7,000 OHMS-CM
CHLORIDES	30 PPM
SULFATES	3 PPM
pH	7.5

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:
AREHNA | Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
Certificate of Authorization No. 28410

SOIL BORING PROFILES

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	3D

APPENDIX B

Summary of USDA Soil Survey – Table 1
Summary of Laboratory Test Results – Table 2
Summary of Seasonal High Groundwater Table Estimate – Table 3
Summary of Corrosion Test Results – Table 4
Soil and Design Parameters
Field and Laboratory Procedures

TABLE 1
SUMMARY OF USDA SOIL SURVEY
TREASURE ISLAND FACILITY IMPROVEMENTS
TREASURE ISLAND, FLORIDA
AREHNA Project No. B-19-080.01

USDA Soil Type	Depth (inches)	USDA Soil Description	USCS	AASHTO	Permeability (ft/day)	Seasonal High Groundwater			Risk of Corrosion	
						Depth (feet)	Duration (months)	Kind	Steel	Concrete
Matlacha and St. Augustine soils and Urban land* (16)										
Matlacha	0-42	Sand	SP-SM, SP	A-3	4-12	2.0-3.2	Jun-Oct	Apparent	High	Low
	42-80	Sand, fine sand	SP-SM, SP	A-3	12 - 40					
St. augustine	0-8	Sand	SP-SM, SP	A-3	12-40	1.5-3.5	Jun-Oct	Apparent	High	Low
	8-33	Loamy fine sand	SP-SM	A-2-4	4-12					
	33-48	Fine sand, sand	SP-SM, SP	A-3	12-40					
	48-63	Sand, fine sand, loamy fine sand, sandy loam	SP-SM, SM	A-2-4	4-12					
	63-80	Sand	SP-SM, SP	A-3	12-40					

* Urban Land consists of areas where most of the soil surface is covered with impervious materials such as highways, parking lots and industrial areas. Because the soils have been reworked, they are no longer recognized as natural soils, and no data is provided.

TABLE 2
SUMMARY OF LABORATORY TEST RESULTS
TREASURE ISLAND FACILITY IMPROVEMENTS
TREASURE ISLAND, FLORIDA
AREHNA Project No. B-19-080.01

Boring No.	Sample Depth (feet)	Classification	Natural Moisture Content (%)	Sieve Analysis (% Passing)	Atterberg Limits	
				#200	LL	PI
SB-01	18.5 - 20.0	SC-SM	31	21	-	-
SB-01	38.5 - 40.0	CH	71	97	141	91
SPT - 01	18.5-20	SP-SM	34	9	-	-
SPT - 02	13.5-15	SP-SC	31	9	-	-
SPT - 03	18.5-20	SM	35	28	-	-
SPT - 03	43.5-45	MH	76	88	-	-
SPT - 04	6-8	MH	73	83	-	-
SPT - 04	38.5-40	MH	52	90	74	29

TABLE 3
SUMMARY OF SEASONAL HIGH GROUNDWATER TABLE ESTIMATE
TREASURE ISLAND FACILITY IMPROVEMENTS
TREASURE ISLAND, FLORIDA
AREHNA Project No. B-19-080.01

Boring No.	Boring Location		Boring Depth	Measured Groundwater Table		USDA Soil Survey		Estimated Seasonal High Water Depth (Feet)
	Latitude	Longitude	(feet)	Date Recorded	Depth[(1)] (feet)	Map Symbol	Estimated SHGWT Depth[(2)] (feet)	
SB-01	27.7704	-82.7695	40	11/12/2025	2.7	16	1.5-3.5	2 ± 0.5
CPT-01	27.7704	-82.7696	55	11/13/2025	3.2	16	1.5-3.5	2 ± 0.5
SPT-01	27.7708	-82.7691	40	10/19/2022	2.5	16	1.5-3.5	1.5 ± 0.5
SPT-02	27.7707	-82.7689	45	10/19/2022	3.0	16	1.5-3.5	2 ± 0.5
SPT-03	27.7706	-82.7692	45	11/28/2022	3.4	16	1.5-3.5	2.4 ± 0.5
SPT-04	27.7708	-82.7694	60	10/19/2022	3.3	16	1.5-3.5	2.3 ± 0.5
SPT-05	27.7708	-82.7697	10	11/28/2022	3.1	16	1.5-3.5	2.1 ± 0.5
SPT-06	27.7706	-82.7700	2	11/28/2022	GNE	16	1.5-3.5	2.0 ± 0.5
SPT-07	27.7706	-82.7695	4	11/28/2022	GNE	16	1.5-3.5	2.0 ± 0.5
SPT-08	27.7704	-82.7696	10	11/28/2022	3.0	16	1.5-3.5	2.0 ± 0.5

(1) Depth below existing grade at time of field work.

(2) Seasonal high water table depth below natural grade per Pinellas County, Florida USDA Soil Survey information.

GNE: Groundwater table not encountered within the boring termination depth.

TABLE4
SUMMARY OF CORROSION TEST RESULTS
TREASURE ISLAND FACILITY IMPROVEMENTS
TREASURE ISLAND, FLORIDA
AREHNA Project No. B-19-080.01

Boring Number	Sample Depth (feet)	USCS Classification	pH	Resistivity (ohm-cm)	Chlorides (PPM)	Sulfate (PPM)	Environmental Classification	
							Steel	Concrete
SPT-01	0-4	SP-SM	7.53	7000	30	3	Slightly Aggressive	Slightly Aggressive

AREHNA Project No. B-19-080.01

Boring: SB-01 **Water Table Design Depth:** 2 ft

Sample Depth (ft)	Actual SPT N-Value	USCS Soil Classification	Internal Friction Angle $(\phi)_{(1)}$	Total/ Moist Weight (γ_t) (pcf)	Bouyant Weight (γ_b) (pcf)	Subgrade Modulus for Lateral (k) (pci)	Undrained Shear Strength (S_u=2c) (psf)	At Rest Earth Pressure Coef. (K_o)	Passive Earth Pressure Coef (K_p)	Active Earth Pressure Coef (K_a)
0	5	SP-SM	29	102		10	0	0.52	2.88	0.35
2	5	SP-SM	29	102	40	10	0	0.52	2.88	0.35
4	15	SP-SM	32	113	51	35	0	0.47	3.25	0.31
6	35	SP-SM	38	122	60	95	0	0.38	4.20	0.24
8	25	SP	36	119	57	65	0	0.41	3.85	0.26
10	16	LS*	33	114	52	1051	0	0.46	3.39	0.29
15	60	LS*	40	129	67	2000	0	0.36	4.60	0.22
20	4	SC	24	100	38	8	0	0.59	2.37	0.42
25	10	SM	26	109	47	20	0	0.56	2.56	0.39
30	6	SP-SM	28	104	42	12	0	0.53	2.77	0.36
35	10	SP-SM	29	109	47	20	0	0.52	2.88	0.35
40	4	CL/CH/MH	0	111	49	46	380	1.00	1.00	1.00

1. Friction angle values account for overburden correction.

* Concrete debris zone is considered as Limestone

AREHNA Project No. B-19-080.01

Boring: SPT-03 **Water Table Design Depth:** 2 ft

Sample Depth (ft)	Actual SPT N-Value	USCS Soil Classification	Internal Friction Angle $(\phi)_1$	Total/ Moist Weight (γ_t) (pcf)	Bouyant Weight (γ_b) (pcf)	Subgrade Modulus for Lateral (k) (pci)	Undrained Shear Strength (S_u=2c) (psf)	At Rest Earth Pressure Coef. (K_o)	Passive Earth Pressure Coef (K_p)	Active Earth Pressure Coef (K_a)
0	15	SP	36	125	63	47	0	0.41	3.85	0.26
2	15	SP	35	125	63	47	0	0.43	3.69	0.27
4	15	SP-SM	33	116	54	47	0	0.46	3.39	0.29
6	3	SP-SM	28	100	38	8	0	0.53	2.77	0.36
8	3	SP-SM	28	100	38	8	0	0.53	2.77	0.36
10	0	SM	24	88	26	1	0	0.59	2.37	0.42
15	4	SP-SM	28	102	40	10	0	0.53	2.77	0.36
20	0	SM	24	88	26	1	0	0.59	2.37	0.42
25	0	CL/CH/MH	0	88	26	5	5	1.00	1.00	1.00
30	2	SM	24	94	32	4	0	0.59	2.37	0.42
35	3	SP-SM	28	100	38	8	0	0.53	2.77	0.36
40	0	CL/CH/MH	0	88	26	5	5	1.00	1.00	1.00
45	18	CL/CH/MH	0	127	65	954	2090	1.00	1.00	1.00

1. Friction angle values account for overburden correction

FIELD PROCEDURES

Standard Penetration Test (SPT) Borings

The SPT borings are performed in general accordance with ASTM D-1586, "Penetration Test and Split-Barrel Sampling of Soils." A rotary drilling process is used and bentonite drilling fluid is circulated in the boreholes to stabilize the sides and flush the cuttings. At regular intervals, the drilling tools are removed and soil samples are obtained with a standard 2-feet long, 2-inch diameter split-tube sampler. The sampler is first seated 6 inches and then driven an additional foot with blows of a 140-pound hammer falling under its own weight a distance of 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance." The penetration resistance, when properly interpreted, is an index to the soil strength and density.

LABORATORY PROCEDURES

Water Content

The water content is the ratio, expressed as a percentage, of the weight of water in a given mass of soil to the weight of the solid particles. This test is conducted in general accordance with AASHTO T-265/ASTM D-2974.

Atterberg Limits (Plasticity)

A soil's Plasticity Index (PI) is the numerical difference between the Liquid Limit (LL) and the Plastic limit (PL). The LL is the moisture content at which the soil will flow as a heavy viscous fluid and is determined in general accordance with AASHTO T-89/ASTM D-4318. The PL is the moisture content at which the soil begins to crumble when rolled into a small thread and is also determined in general accordance with AASHTO T-90/ASTM D-4318.

Fines Content

In this test, the sample is dried and then washed over a No. 200 mesh sieve. The percentage of soil by weight passing the sieve is the percentage of fines or portion of the sample in the silt and clay size range. This test is conducted in general accordance with AASHTO T-11/ASTM D-1140.

pH

pH is an expression of the concentration of dissociated hydrogen ions present in aqueous solution. pH values range from 1 to 14, with values below 7 indicating acidic conditions and values above 7 indicating alkaline conditions. This test is performed using a calibrated electronic pH meter with a sensing probe. The meter is calibrated by immersing the probe in a solution with a known pH. The soil pH is determined by mixing equal weights soil and distilled water and testing the supernatant solution with the pH probe. These tests were conducted in general accordance with FM 5-550.

Electrical Resistivity

Resistivity is a measure of the resistance to the flow of electrical current through the soil. Resistivity, the inverse of conductivity, is measured in units of ohms-centimeters. This test was conducted using a soil box and a resistance meter. These tests were performed in general accordance with FM 5-551.

Chloride Content

The chloride content of the soil sample was determined by titration with silver nitrate. The soil was rinsed with an amount of distilled water equal in weight to the dry soil. The soil was then removed from the water (which consisted

of distilled water and natural soil moisture) and the silver nitrate titration was performed on the water. These tests were performed in general accordance with FM 5-552.

Sulfate Content

The sulfate content of the soil sample was determined turbid metrically. The soil was rinsed with an amount of distilled water equal to the weight of the dry soil. The soil was then removed from the water (which consisted of distilled water and natural soil moisture) and the turbidity of the water was determined using a spectrophotometer. The turbidity gives an indirect indication of the sulfate content. This test was conducted in general accordance with FM 5-553.

APPENDIX C

Cone Penetrometer Testing Report

ATI GEOLOGICA
IN-SITU TESTING SPECIALISTS

Geotechnical Investigation using In-Situ Testing
Factual Report

Project:	Treasure Island Pump Station - CPT Investigation		
Author:	Peter Christensen		
Date:	11/26/2025	Project No.:	C225031
Distribution:	Kevin Hill	Representing:	AREHNA Engineering Inc.

Dear Kevin

ATI Geologica was appointed by AREHNA to undertake in-situ testing for a pump station site investigation in Treasure Island, FL. The purpose of the investigation was to perform a soil behavior evaluation of the soil encountered in Cone Penetrometer soundings and to provide a summary of the cone penetration test (CPT) data. I hereby present with this report, the findings of the investigation which was undertaken on November 13th, 2025.

Thank you for the opportunity to work with you on this project and if you have any questions, please don't hesitate to contact me.

Sincerely,

Peter Christensen
Principal

ATI Geologica LLC
St. Petersburg, FL
33707

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Equipment Setup	4
Results and Highlights	4
Appendix – CPT Data	5

Ambient Technologies Inc. & Subsidiaries **ATI Geologica LLC – In-situ Testing** **ATI Companies LLC – Drilling**
Headquarters: 5709 1st Avenue South, St. Petersburg, FL, 33707
www.ambienttech.com Office: +1 (727) 328-0268 Mobile: +1 (941) 557-3993 peter@ambienttech.com

Introduction

AREHNA instructed ATI Geologica to undertake cone penetration testing for location in Pinellas County, FL. The investigation included one cone penetration test to 60 ft or refusal to investigate the ground conditions. The CPT was performed in an unpaved area west of the concrete access road (Figure 1.). Hand augering came across an unidentified object at around 5 ft bgs and so the CPT was moved 5 ft NNW of the originally staked location.

This factual report summarizes the results of the cone penetration testing, including highlights and a more comprehensive evaluation of the results using GeoLogismiki CPeT-IT, a proprietary software written in collaboration with Dr. Peter K. Robertson. The CPeT-IT software has the advantage of being able to combine similar soil layers and produce a summary table of soil properties for these layers.

A typical soil behavior evaluation of the materials encountered in the soundings is also presented with the Cone Penetration Test data.

No additional testing was requested. The sounding was located according to a site plan and ground stake provided by AREHNA, see Figure 1.

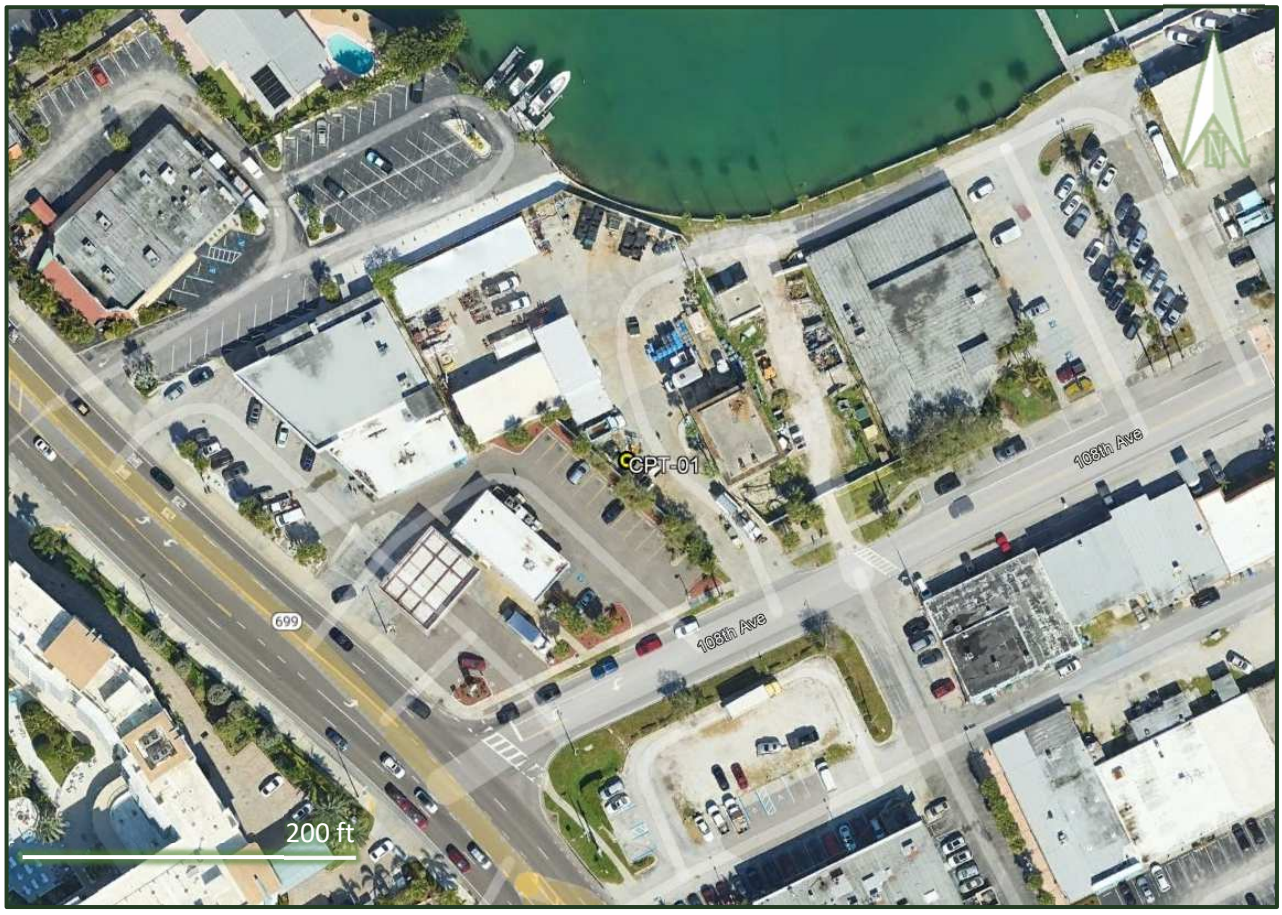


Figure 1. Sounding location

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Equipment Setup

The test was performed using a track-mounted TMG CPT-223 rig anchored using two helical anchors. An electronic piezocone manufactured by Vertek was advanced at a rate of approximately 2 cm/s. The data was recorded using the Vertek DataPack and their proprietary software, CPTSND. The data was then processed using Vertek's Coneplot to obtain the raw data and basic graphs and tables.

Results and Highlights

The upper 16 feet comprises Sand and some slightly Silty Sand as depicted by the soil behaviour type (SBT) chart with a very soft (N60 of 2 blows/ft) sensitive fine-grained material between approximately 6 and 8.5 ft bgs. A layer depicted as dense Sand (possibly relict compacted fill) from 9 to 16 ft bgs was recorded with a relatively high tip resistance at 14 ft bgs.

From 16 to 24 ft bgs, soft Clay and Silty Clay was recorded, exhibiting higher fines content and lower tip resistances (mostly below 10 tsf). From 24 to 49 ft bgs, the soil profile comprises alternating medium dense Sands, Silts and firm Silty Clays and mixes thereof as depicted by the SBT chart.

Two distinct very stiff to hard fine grained clayey layers were recorded from 49 to 51 and 52.5 and 54.5 ft bgs with peak SPT N60 values of 45 and 48 blows/ft respectively. The cone refused in very dense Sand or limestone bedrock encountered at 55 ft bgs.

The data collected is considered to be accurate and representative of the location.

The GeoLogismiki interpreted CPT data is presented in the Appendix.

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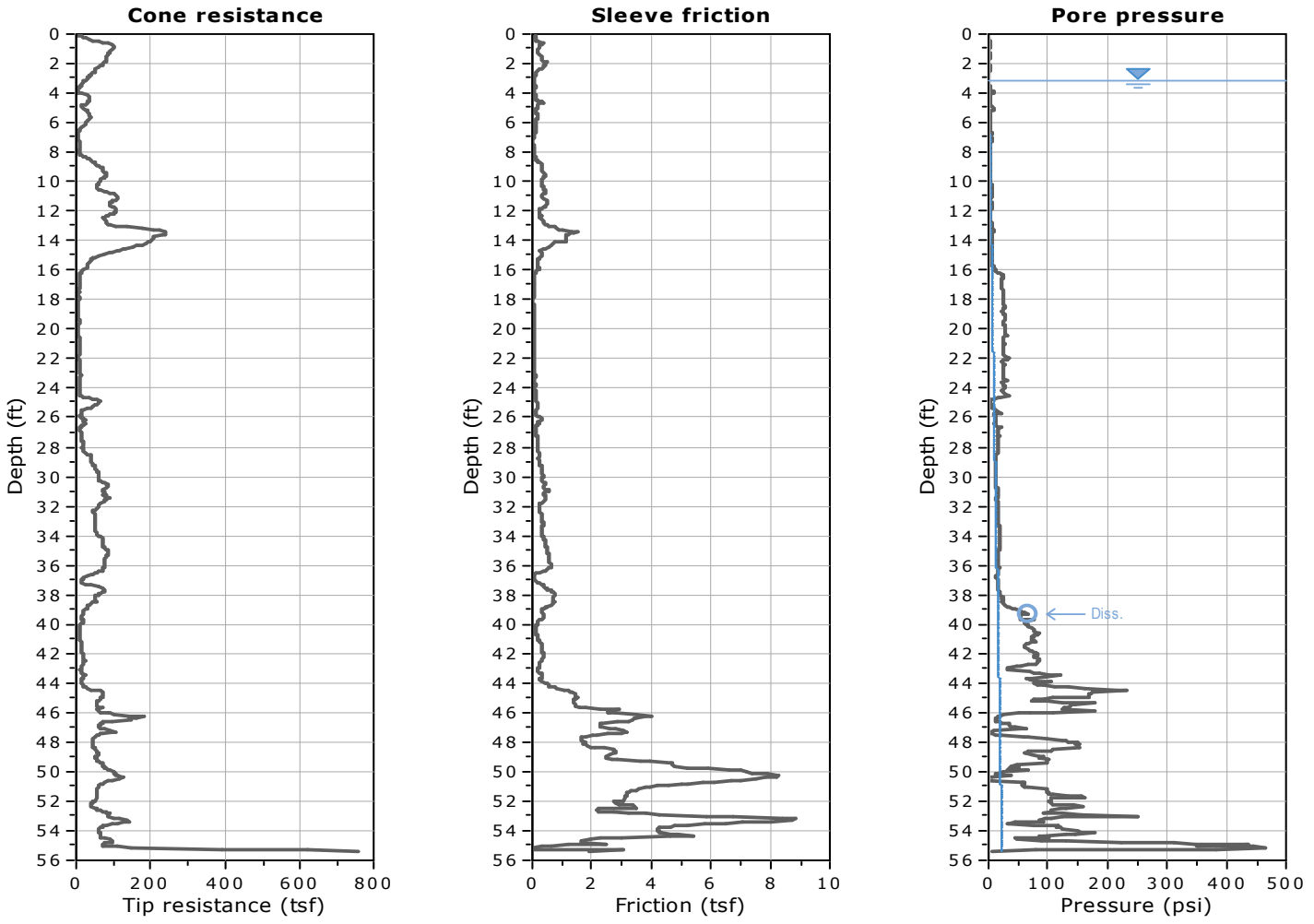
Appendix – CPT Data

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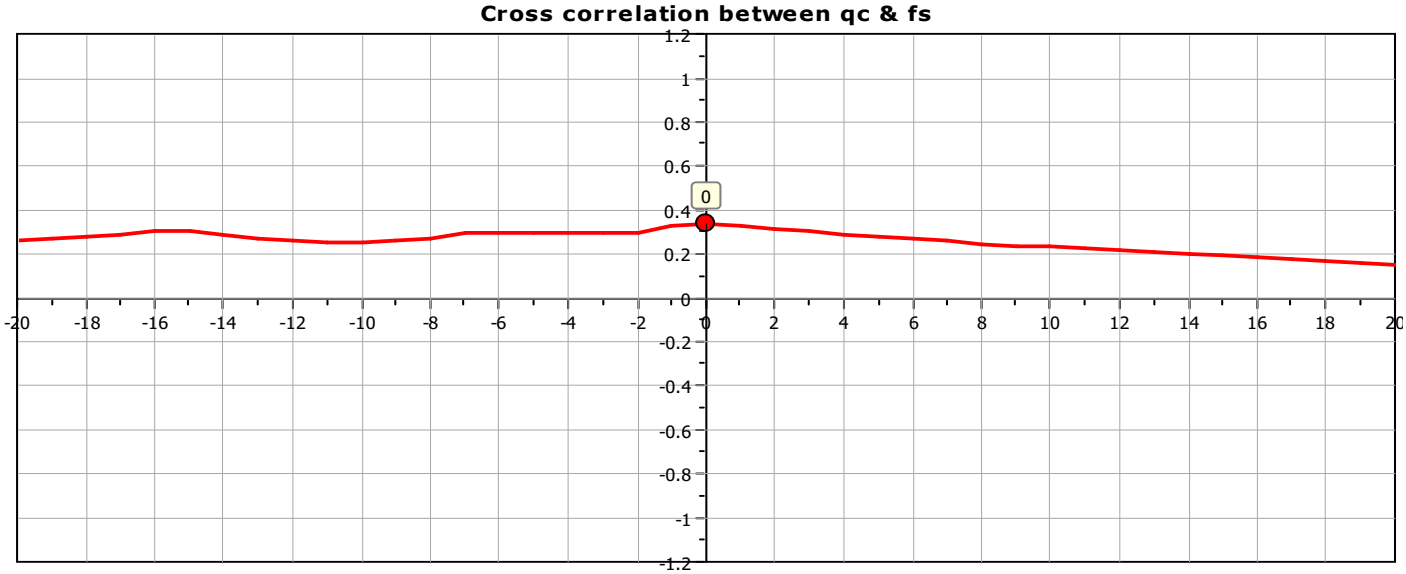
ATI Geologica LLC
In-situ Testing Specialists
5709 1st Ave South, St. Petersburg, FL
33707

Project: **Treasure Island Pump Station**
Location: **27°46'13.6"N 82°46'10.4"W**

CPT: CPT-01
Total depth: 55.39 ft, Date: 11/13/2025



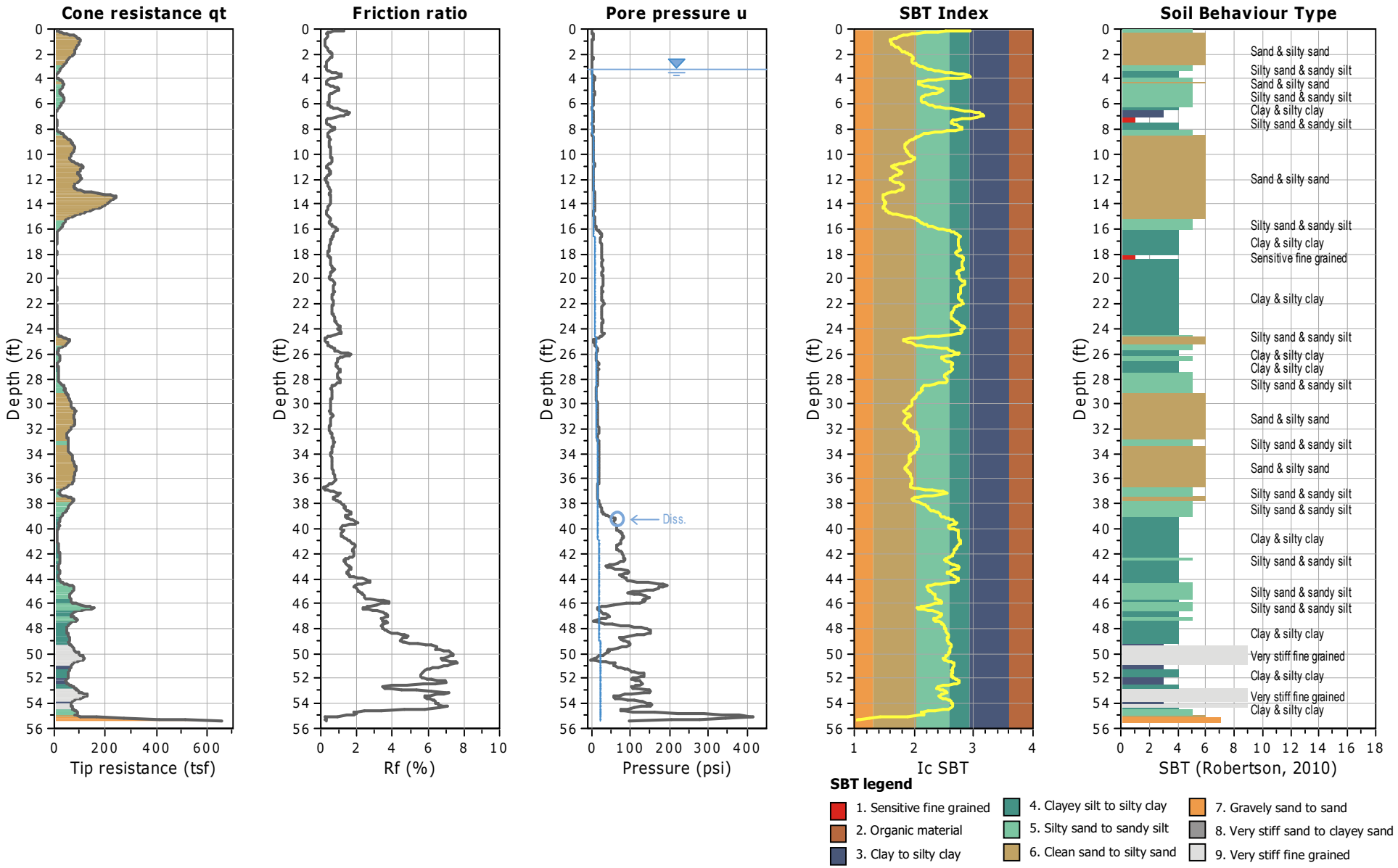
The plot below presents the cross correlation coeficient between the raw qc and fs values (as measured on the field). X axes presents the lag distance (one lag is the distance between two sucessive CPT measurements).



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Dissipation Tests Results

Dissipation tests

Dissipation tests consists of stopping the piezocone penetration and observing porepressures (u) with elapsed time (t). The data are automatic recorded by the field computer and should take place until a minimum of 50% dissipation.

The porepressures are plotted as a function of square root of (t). The graphical technique suggested by Robertson and Campanella (1989), yields a value for t_{50}, which corresponds to the time for 50% consolidation.

The value of the coefficient of consolidation in the radial or horizontal direction c_h was then calculated by Houlsby and Teh's (1988) theory using the following equation:

$$c_h = \frac{T \times r^2 \times I_r^{0.5}}{t_{50}}$$

where:

T: time factor given by Houlsby and Teh's (1988) theory corresponding to the porepressure position
r: piezocone radius
I_r: stiffness index, equal to shear modulus G divided by the undrained strength of clay (S_u).
t_{50}: time corresponding to 50% consolidation

Permeability estimates based on dissipation test

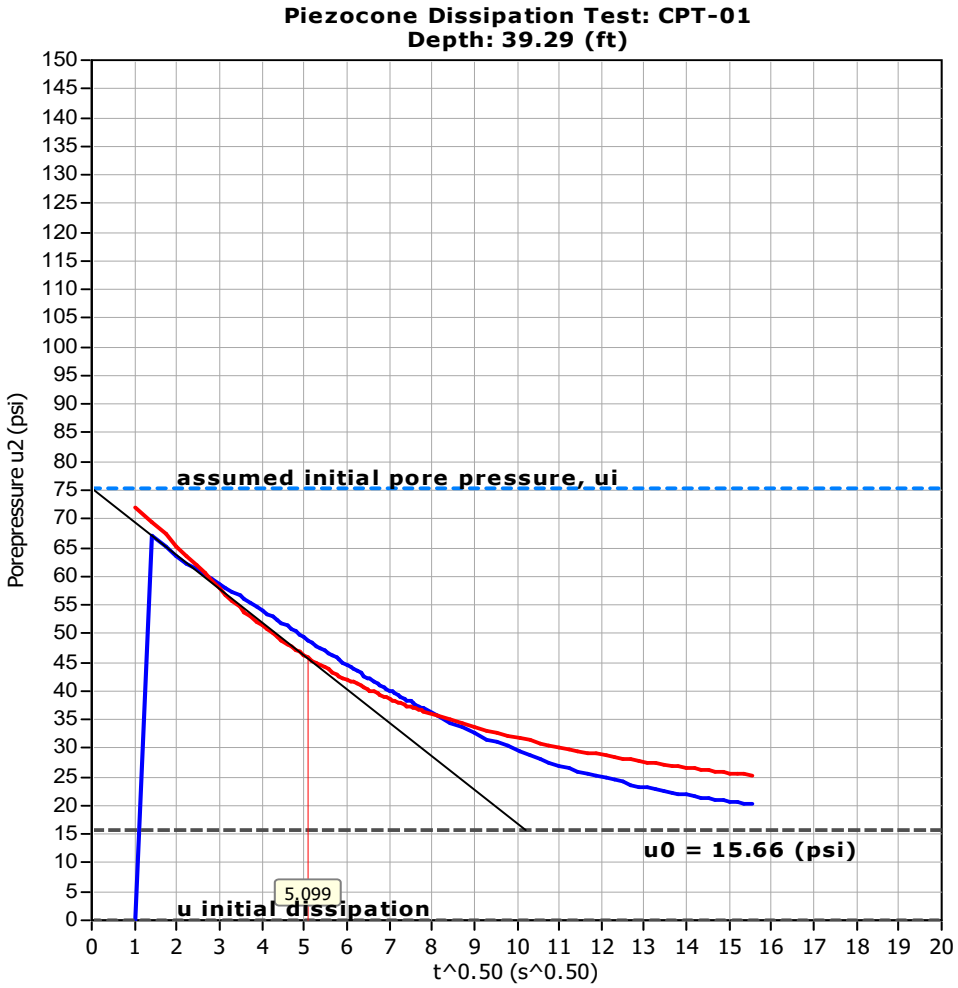
The dissipation of pore pressures during a CPTu dissipation test is controlled by the coefficient of consolidation in the horizontal direction (c_h) which is influenced by a combination of the soil permeability (k_h) and compressibility (M), as defined by the following:

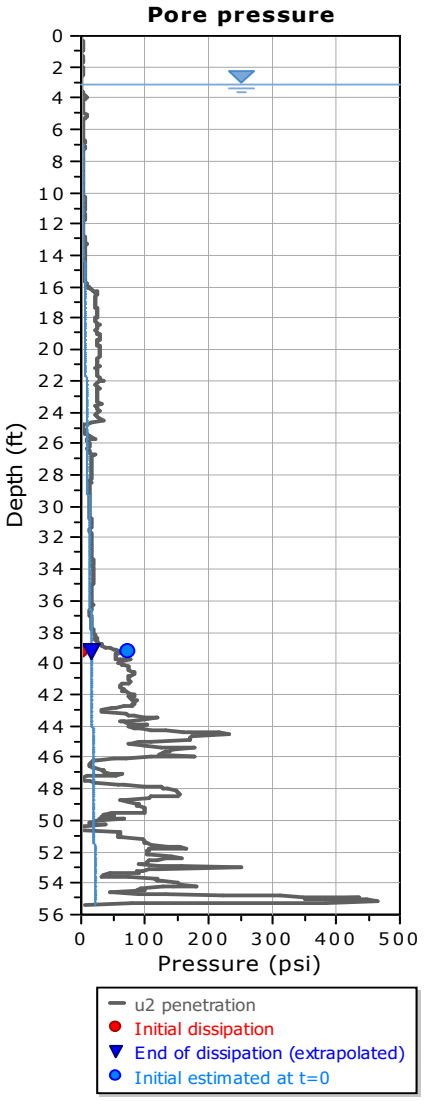
$$k_h = c_h \times \gamma_w / M$$

where: M is the 1-D constrained modulus and γ_w is the unit weight of water, in compatible units.

Tabular results

CPTU Borehole	Depth (ft)	$(t_{50})^{0.50}$	t_{50} (s)	t_{50} (years)	G/S_u	c_h (ft^2/s)	c_h (ft^2/year)	M (tsf)	k_h (ft/s)
CPT-01	39.29	5.1	26	8.24E-007	407598.44	2.01E-003	63536	149.64	4.20E-007

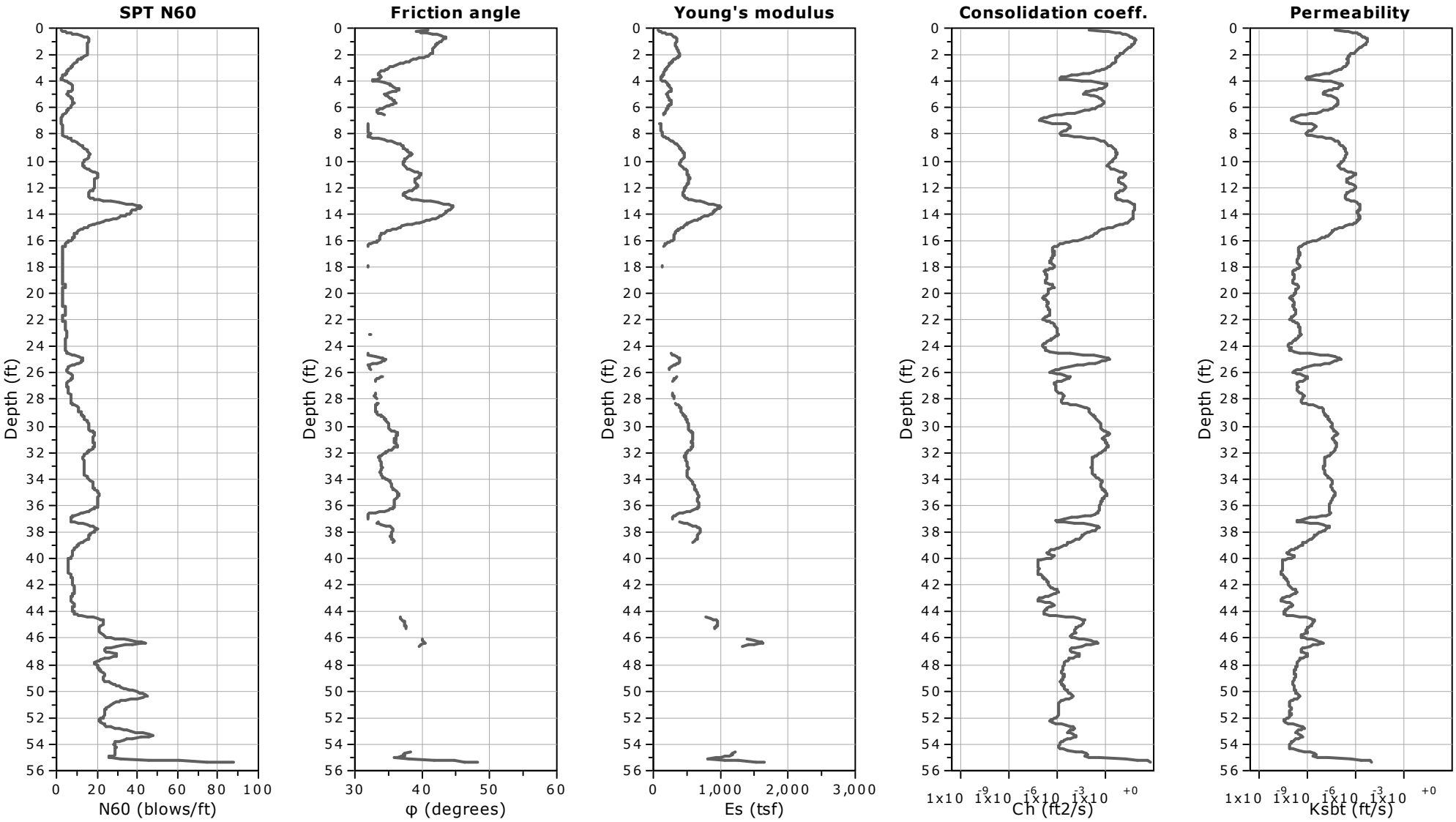

Piezocone Dissipation Test: CPT-01
Depth: 39.29 (ft)
Porepressure u2 (psi)
assumed initial pore pressure, ui
u0 = 15.66 (psi)
u initial dissipation
5.099
t^0.50 (s^0.50)


Pore pressure
Depth (ft)
Pressure (psi)
u2 penetration
Initial dissipation
End of dissipation (extrapolated)
Initial estimated at t=0

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Presented below is a list of formulas used for the estimation of various soil properties. The formulas are presented in SI unit system and assume that all components are expressed in the same units.

:: Unit Weight, g (kN/m³) ::

$$g = g_w \cdot \left(0.27 \cdot \log(R_f) + 0.36 \cdot \log(\frac{q_t}{p_a}) + 1.236 \right)$$

where g_w = water unit weight

:: Permeability, k (m/s) ::

$I_c < 3.27$ and $I_c > 1.00$ then $k = 10^{0.952-3.04 \cdot I_c}$

$I_c \leq 4.00$ and $I_c > 3.27$ then $k = 10^{-4.52-1.37 \cdot I_c}$

:: N_{SPT} (blows per 30 cm) ::

$$N_{60} = \left(\frac{q_c}{P_a} \right) \cdot \frac{1}{10^{1.1268-0.2817 \cdot I_c}}$$

$$N_{1(60)} = Q_{tn} \cdot \frac{1}{10^{1.1268-0.2817 \cdot I_c}}$$

:: Young's Modulus, Es (MPa) ::

$(q_t - \sigma_v) \cdot 0.015 \cdot 10^{0.55 \cdot I_c + 1.68}$

(applicable only to $I_c < I_{c_cutoff}$)

:: Relative Density, Dr (%) ::

$100 \cdot \sqrt{\frac{Q_{tn}}{k_{DR}}}$ (applicable only to SBT_n: 5, 6, 7 and 8 or $I_c < I_{c_cutoff}$)

:: State Parameter, ψ ::

$$\psi = 0.56 - 0.33 \cdot \log(Q_{tn,cs})$$

:: Drained Friction Angle, φ (°) ::

$\varphi = \varphi'_{cv} + 15.94 \cdot \log(Q_{tn,cs}) - 26.88$

(applicable only to SBT_n: 5, 6, 7 and 8 or $I_c < I_{c_cutoff}$)

:: 1-D constrained modulus, M (MPa) ::

If $I_c > 2.20$
$\alpha = 14$ for $Q_{tn} > 14$
$\alpha = Q_{tn}$ for $Q_{tn} \leq 14$
$M_{CPT} = \alpha \cdot (q_t - \sigma_v)$

If $I_c \geq 2.20$

$$M_{CPT} = 0.03 \cdot (q_t - \sigma_v) \cdot 10^{0.55 \cdot I_c + 1.68}$$

:: Small strain shear Modulus, Go (MPa) ::

$$G_0 = (q_t - \sigma_v) \cdot 0.0188 \cdot 10^{0.55 \cdot I_c + 1.68}$$

:: Shear Wave Velocity, Vs (m/s) ::

$$V_s = \left(\frac{G_0}{\rho} \right)^{0.50}$$

:: Undrained peak shear strength, Su (kPa) ::

$N_{kt} = 10.50 + 7 \cdot \log(F_r)$ or user defined

$$S_u = \frac{(q_t - \sigma_v)}{N_{kt}}$$

(applicable only to SBT_n: 1, 2, 3, 4 and 9 or $I_c > I_{c_cutoff}$)

:: Remolded undrained shear strength, Su(rem) (kPa) ::

$S_{u(rem)} = f_s$ (applicable only to SBT_n: 1, 2, 3, 4 and 9 or $I_c > I_{c_cutoff}$)

:: Overconsolidation Ratio, OCR ::

$$k_{OCR} = \left[\frac{Q_{tn}^{0.20}}{0.25 \cdot (10.50 \cdot +7 \cdot \log(F_r))} \right]^{1.25}$$ or user defined

$OCR = k_{OCR} \cdot Q_{tn}$

(applicable only to SBT_n: 1, 2, 3, 4 and 9 or $I_c > I_{c_cutoff}$)

:: In situ Stress Ratio, Ko ::

$$K_O = (1 - \sin\varphi') \cdot OCR^{\sin\varphi'}$$

(applicable only to SBT_n: 1, 2, 3, 4 and 9 or $I_c > I_{c_cutoff}$)

:: Soil Sensitivity, S_t ::

$$S_t = \frac{N_S}{F_r}$$

(applicable only to SBT_n: 1, 2, 3, 4 and 9 or $I_c > I_{c_cutoff}$)

:: Peak Friction Angle, φ' (°) ::

$$\varphi' = 29.5° \cdot B_q^{0.121} \cdot (0.256 + 0.336 \cdot B_q + \log Q_t)$$

(applicable for $0.10 < B_q < 1.00$)

References

• Robertson, P.K., Cabal K.L., Guide to Cone Penetration Testing for Geotechnical Engineering, Gregg Drilling & Testing, Inc., 5th Edition, November 2012

• Robertson, P.K., Interpretation of Cone Penetration Tests - a unified approach., Can. Geotech. J. 46(11): 1337–1355 (2009)

• N Barounis, J Philpot, Estimation of in-situ water content, void ratio, dry unit weight and porosity using CPT for saturated sands, Proc. 20th NZGS Geotechnical Symposium

Exhibit "D" - Design Criteria Package

II. OVERVIEW

The City of Treasure Island (the City) intends to hire a qualified firm authorized to do business in Florida to provide Design-Build Services at a Guaranteed Maximum Price for the design and construction of a new Public Safety Facility using the qualifications-based selection process under Florida Statutes, Section 287.055. The Design Criteria in Section III establish the minimum technical requirements, performance expectations, site information, and statutory framework governing the procurement.

The Design Criteria are provided to ensure that all Design-Build proposers review a common baseline of project needs, constraints, and performance requirements. The project shall be designed and constructed in general conformity with the Design Criteria outlined herein. Exceptions to these criteria may be considered only upon written approval by the City.

The total budget for the Design-Build Project is not to exceed Eight Million Dollars ($8,000,000). This budget includes all costs necessary to fully design and construct the project including but not limited to design fees, construction costs, permits, testing, and all other associated fees and expenses. Proposers must demonstrate in their submissions the willingness and capability to develop a project that complies with the established budget while meeting the design criteria set forth in the RFQ documents.

Partial project funding has been allocated through the Annual State of Florida appropriations process. Accordingly, all prime contract and subcontract documents must comply with all applicable state procurement standards and funding requirements.

III. SCOPE OF SERVICES

A. Project Description & Spatial Program

1. **Public Safety Facility – Ground Floor plus Two Elevated Office Floors**
   The building shall include:
   - Ground Floor: Public entry lobby, staff entrance, elevator, secure entry control, antique vehicle display area and space for lunch/gym workout equipment
   - Second Floor – Fire Station Crew Level: Office space, sleeping quarters, dayroom, kitchen, laundry, storage, EMS supply, restrooms/showers
   - Third Floor – Police Administration Level: Office and administrative suites, interview rooms, records/storage, conference room, break area, restrooms

2. **Apparatus Bay Structure (Adjacent)**
   A ground-level, at-grade facility sized for three drive-through apparatus bays including:
   - Apparatus parking bays
   - Gear storage and workshop/support areas
   - SCBA and equipment rooms
   - Decontamination/clean room
   - Medical supply storage

B. Site Information

1. **Property Location**: 120 108th Avenue, Treasure Island, FL

2. **Legal Description**: CITY OF TREASURE ISLAND, E 60FT OF LOT 6 & LOTS 7,8.9,10,11 OF BLK 8 OF TREASURE ISLAND, CITY OF BLKS 2-4-9-15 INCL SUB

3. **Existing Surveys & Conditions**
   The City will provide available existing documentation, which may include:
   - Foundry and topographic surveys
   - FEMA flood information
   - Utility as-build records
   - Geotechnical borings
   - Environmental assessments

   The Design-Build Firm shall verify all conditions as part of final design.

4. **Site Constraints**
   - Coastal exposure and wind-borne debris region
   - Flood zone conditions requiring elevated ground floor
   - Tight urban site which requires efficient circulation and emergency egress paths

C. Performance Requirements

1. **Building Codes & Standards**
   Design and construction shall comply with applicable requirements found within the latest editions of:
   - Florida Building Code (FBC)
   - National Fire Protection Association (NFPA)
   - Florida Fire Prevention Code
   - National Institute of Standards and Technology (NIST)
   - Criminal Justice Information Services (CJIS)
   - Emergency Responder Communication Enhancement Systems (ERCES)
   - Florida Accessibility Code
   - Local zoning & land development regulations
   - State Fire Marshal review requirements for Fire Station components

2. **Durability & Material Quality**
   Minimum expectations:
   - Hurricane-resistant construction per FBC Risk Category IV
   - Impact-rated windows/doors
   - Corrosion-resistant exterior assemblies
   - Fire station-grade interior finishes
   - Law enforcement-grade secure office and records spaces

3. **Fire and Police Spatial Needs Assessment (Square Footage can vary)**

   Fire Department/2nd Floor

Public Restroom	70	SF
Chief's Office w/ storage	180	SF
Deputy Chief's Office w/ storage	180	SF
Assistant/LSE office w/ storage	120	SF

Lieutenant Office	100	SF
Restrooms (2) w/ showers	140	SF
Pantry space (3 in kitchen, 40 ea)	120	SF
Kitchen (3 refrigerators)	320	SF
Janitor's Closet w/ mop sink	40	SF
Data Closet (station alert equip)	30	SF
Day Room (5 recliners, dining near kitchen)	560	SF
Sleeping Quarters (5), bed/storage, lockers (3), desk, window	500	SF
Total	**2360**	**SF**

Police Department/3rd Floor

Lobby/Reception/Office Manager w/ protective glass	200	SF
Break Room w/ seating for 10	150	SF
Public Restroom	70	SF
18 Lockers	125	SF
Staff Restrooms (2) w/ showers	140	SF
Janitor's Closet w/ mop sink	40	SF
Records Closet	80	SF
Open Workspace w/ 6 workstations, squad room desk	300	SF
Sergeant Office w/ 5 workstations and small table	300	SF
Criminal Investigation/Detective Office w/ 2 workstations	160	SF
Interrogation Room (no window)	110	SF
Armory	90	SF
Evidence Processing/Lab/Storage w/ freezer/refrigerator	350	SF
Equipment Storage	175	SF
Server Room/IT Office	300	SF
Chief's Office	180	SF
Lieutenant Office	180	SF
Conference Room (interview room w/ window)	200	SF
Total	**3150**	**SF**

General Shared Space: Fire and Police Department/2nd Floor/Ground Floor

Lobby/Reception/Assistant	300	SF
Copy Room/Supplies	150	SF
EOC/Training/Conference Room w/ 18 rolling nesting tables	465	SF
Gym/workout area	300	SF
Total	**1215**	**SF**

Fire Apparatus: 3 Bays/Adjacent Ground Floor

Bays (3) w/ 14' clearance	3225	SF
Bunker Gear Storage	150	SF
Conditioned Workshop/MSA Room	200	SF
Compressor Room	120	SF
EMS Storage/Medical Gas	100	SF
Decontamination Room/Biohazard/Laundry	100	SF
Total	**3895**	**SF**

4. **Preliminary Floor Plan**
   A preliminary floor layout has been developed with input from the Fire and Police Departments for use by the Design-Build Firm to provide guidance in development of final construction plans. Refer to Exhibit A for preliminary floor plans for each level.

D. Site Development Requirements

1. **Utilities –** the Design-Build Firm is responsible for confirmation and connection of:
   - Water and sanitary sewer
   - Fire protection service
   - Power (including emergency generator)
   - Communications/fiber connectivity

2. **Stormwater Management**
   - Must meet SWFWMD applicable water management district rules
   - Obtain permitting for stormwater management
   - On-site retention/detention as required

3. **Parking & Access**
   - Staff parking
   - Public parking for walk-in visitors
   - Drive-through Fire Apparatus circulation
   - ADA-compliant pedestrian access

4. **Preliminary Site Layout**
   A preliminary layout of structures, site access and circulation has been prepared to assist the Design-Build Firm in rapidly assessing the site design and permitting requirements. Refer to Exhibit B for the site layout plan.

5. **Elevation Standards**
   The Design-Build Firm must meet strict elevation standards. The finished grade/floor elevation must meet or exceed the highest of:
   - Elevation above mean sea level corresponding to the maximum storm surge inundation, including coastal wave effects, for the emergency shelter location plus 20%
   - 100-year (1% annual chance) base flood elevation plus 3 feet
   - 500-year (.2% annual chance) flood elevation (if determined) plus 2 feet
   - Elevation required by the AHJ for the location

E. Budget and Cost Parameters

The total budget for the Design-Build Project is not to exceed Eight Million Dollars ($8,000,000). The selected Design-Build Firm shall:

1. Prepare a Design Report outlining all parameters of the project and describing in detail the design features
2. Submit a Guaranteed Maximum Price (GMP)
3. Accept payment from the City of $250,000 upon acceptance of the Design Report and GMP
4. Ensure that the GMP includes allowances for permitting, utility fees, and commissioning

5. Provide alternatives for equipment, finishes, or site improvements to help meet the established budget

F. Schedule Requirements

Proposers must submit a schedule that includes:

1. Design Report development including sufficient design to prepare GMP for the facility (3-months maximum allowed)
2. Presentation of the GMP Proposal
3. Accelerated foundation phased design to allow early start on construction
4. Phasing remaining design to maximize efficiency and enable timely construction to continue
5. Identify permitting and construction milestones
6. Identify long-lead procurement timelines
7. Provide substantial and final completion dates
8. Estimated overall duration: 14-16 months (subject to proposer's approach)

G. Specific Project Requirements

1. Facility classified as an Essential Facility (Risk Category IV)
2. Redundant power with emergency generator
3. Energy-efficient HVAC systems
4. Secure police areas with controlled access
5. Firefighter bunk rooms meeting wellness standards
6. Environmental resilience features (flood, wind, corrosion)
7. Outdoor generator and mechanical pads screened from public view

H. Building Information Modeling (BIM) Requirements

This project requires the Design-Build Firm's experience with Building Information Modeling (BIM) in each design discipline during the design and construction phases including but not limited to the following:

- Revit and AutoCAD 3D full data centric inter-discipline 3D coordination or architectural, structural, MEP, and civil work
- 3D Design modeling and visualization at each phase of the project
- Model preparation for architecture, structure, HVAC, plumbing, fire protection, and electrical systems
- Model maintenance for downstream users, including sub-consultants

The City requires that all digital documents submitted by the contractor be accessible according to Sections 504 and 508 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.

I. Required Project Deliverables

The Design-Build Firm must provide the City (for submission to FDEM):

1. Regulatory reviews and required permits
2. Construction schedule (Gantt chart)
3. Site survey and master plan
4. 90% bid-ready drawings signed and sealed

5. Pre-construction, progress, and final photos
6. As-build drawings
7. Engineer certification letter or Certificate of Occupancy

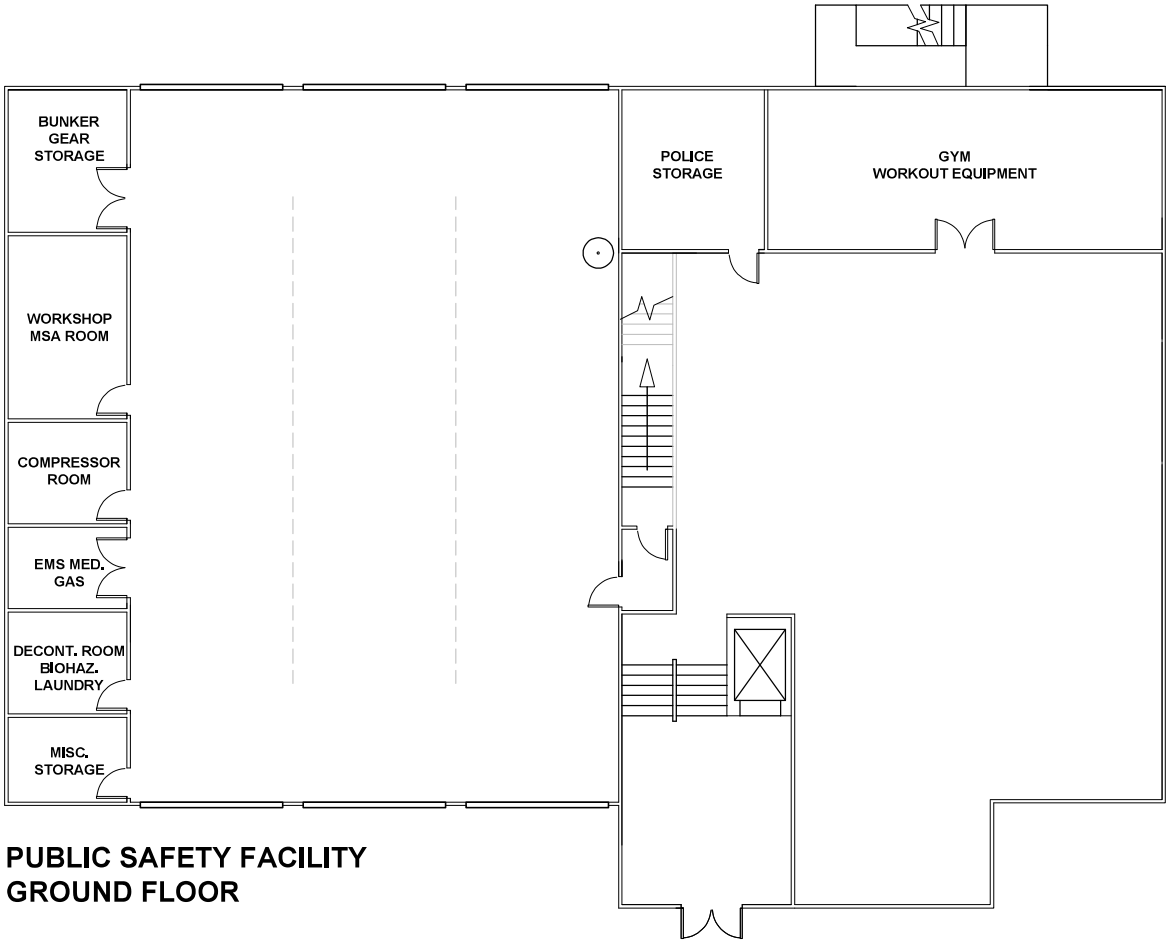
J. Additional Information

1. The Design-Build Firm shall incorporate best practices for resilient coastal public safety structures.
2. The City will waive all permit fees associated with Treasure Island Building Permit.
3. The City is prepared to meet weekly or as otherwise necessary to ensure timely turnaround of review and respond to questions or comments to avoid unnecessary delays to the project.
4. Final design of any phase of construction must be approved by the City prior to starting.
5. The Design-Build Firm must submit AIA G702 (Application & Certificate for Payment) and AIA G703 (Continuation Sheet) for payment.

K. Permitting Matrix

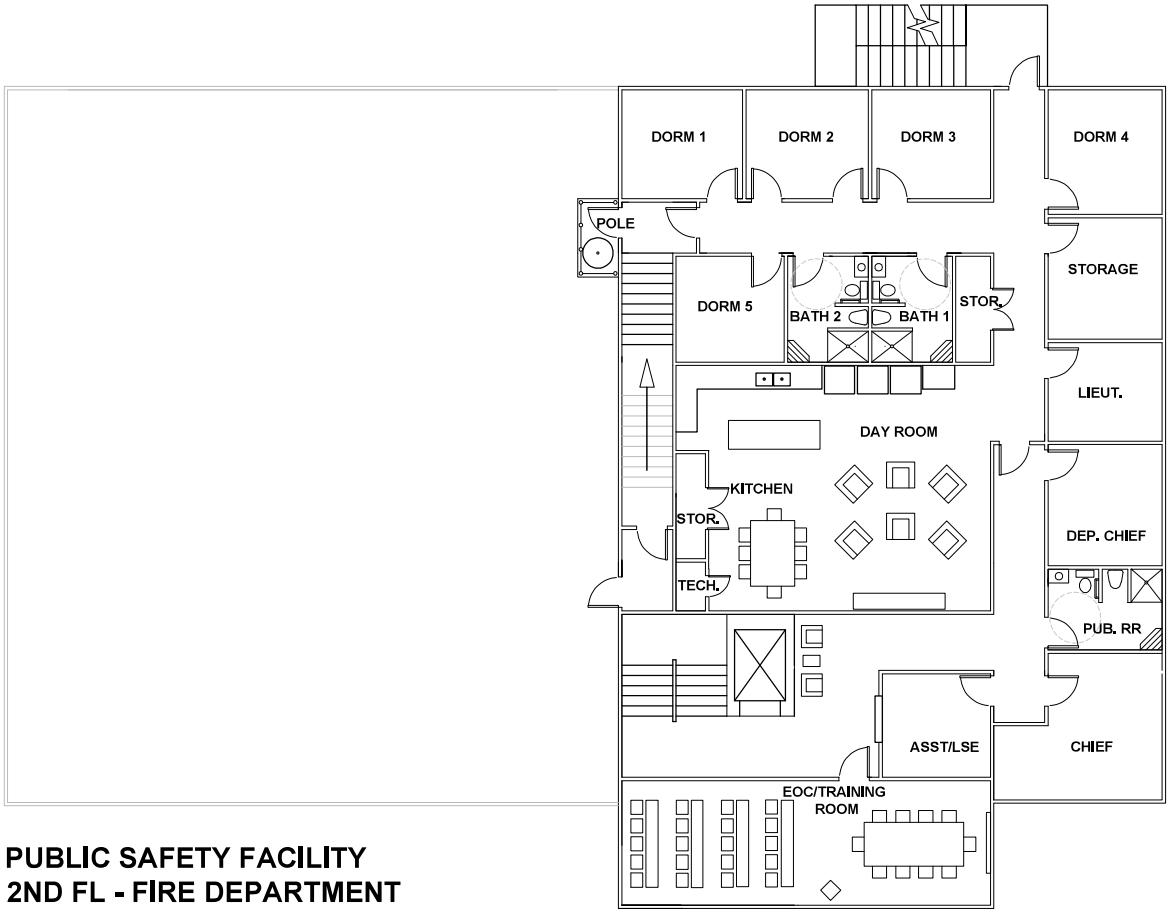
The Design-Build Firm shall be responsible for obtaining and paying for all permits for a complete project unless otherwise noted. The following list shall be verified and amended as necessary by the Design-Build Firm:

Permit/Approval	Agency	Notes
Building Permit	City of Treasure Island Building Department	Full design submittal required; phased permitting allowed if approved by City
Fire Marshall Review	Florida State Fire Marshal/Local Fire Official	Fire code compliance for Fire Station and Apparatus Bay
Site Development Review	City of Treasure Island	Includes site plan, utilities, landscaping, and floodplain review
Stormwater Permit	SWFWMD	Prepared per Chapter 40D FAC
Right-of-Way/ Driveway Permit	City/FDOT (as applicable)	Required for public access modifications
FDEP NPDES NOI	FL Department of Environmental Protection	For construction activities over one acre
Utility Connection Approvals	Duke Energy, local telecommunications provider, County water/City sewer	Design-Build Firm shall coordinate all fees and connection documentation
Elevator Certification	Florida Bureau of Elevators	Required prior to occupancy



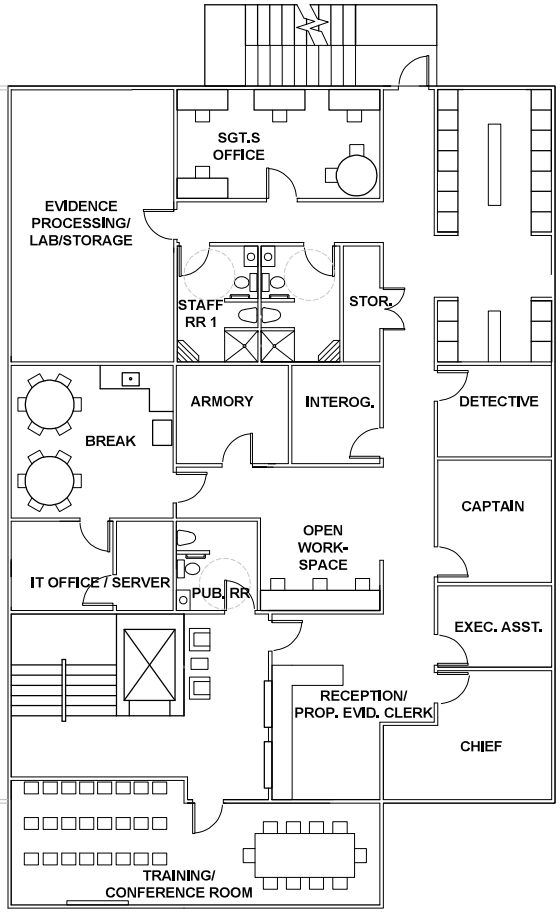
PUBLIC SAFETY FACILITY
GROUND FLOOR

12-17-25



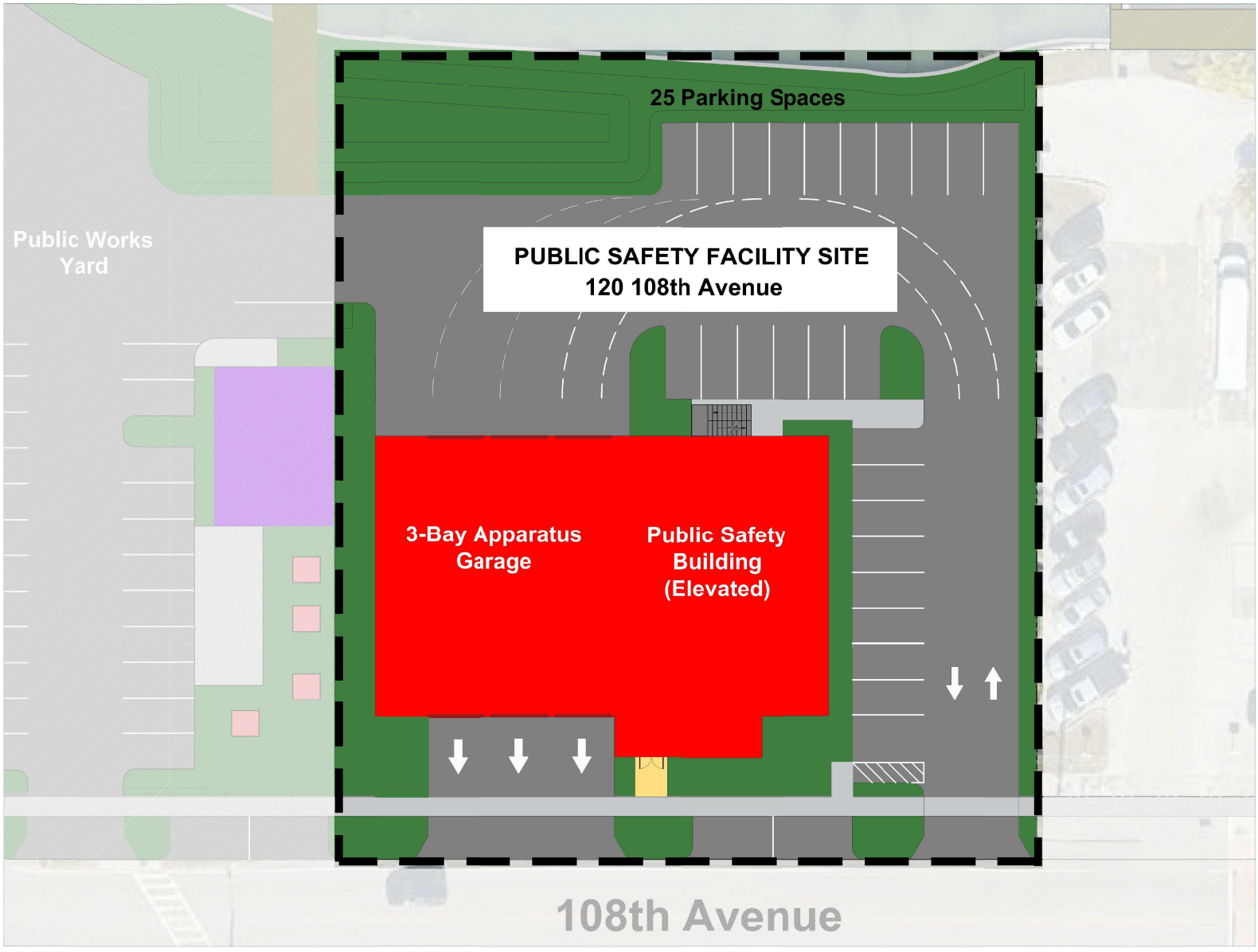
PUBLIC SAFETY FACILITY
2ND FL - FIRE DEPARTMENT

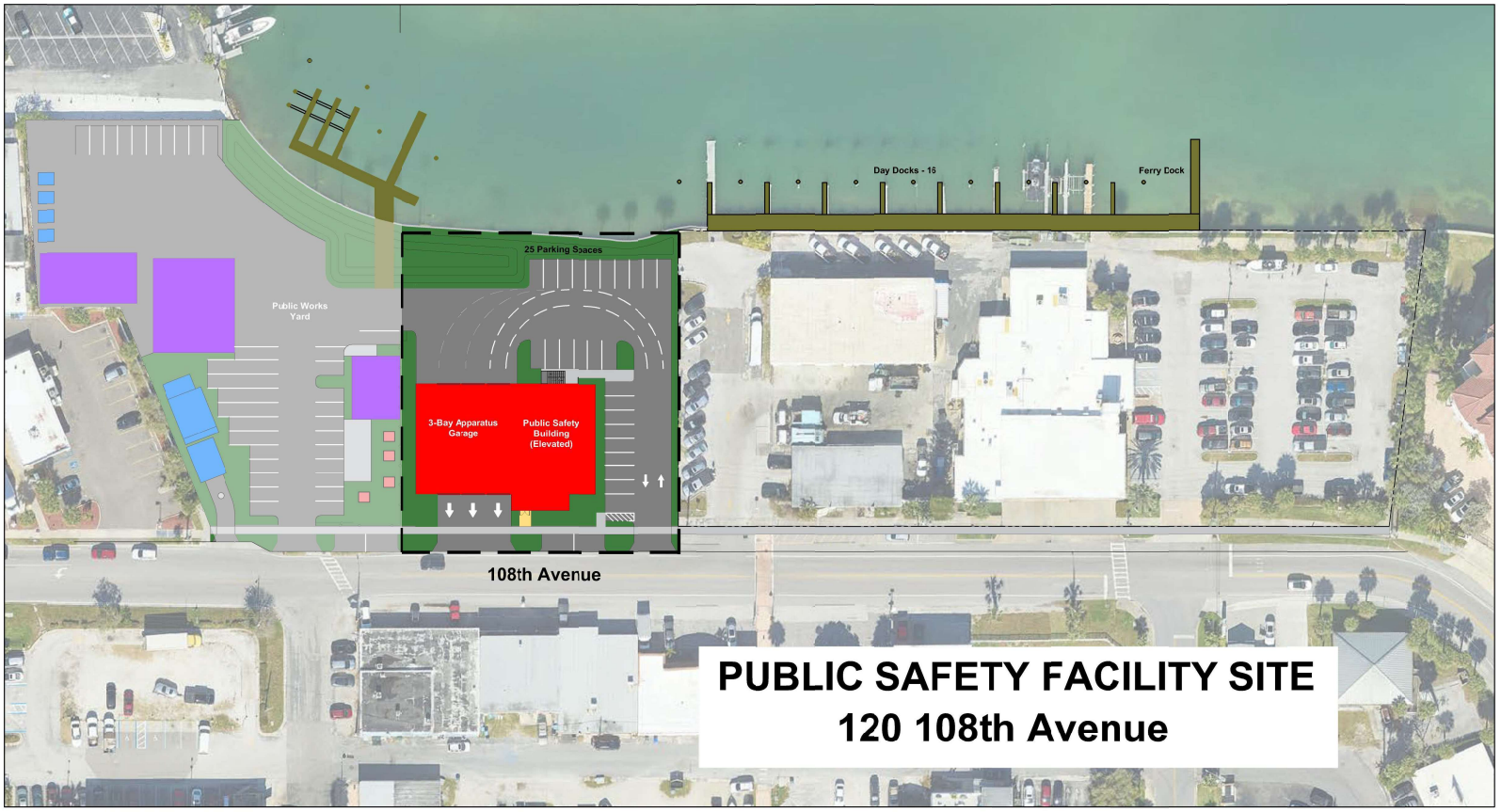
12-17-25

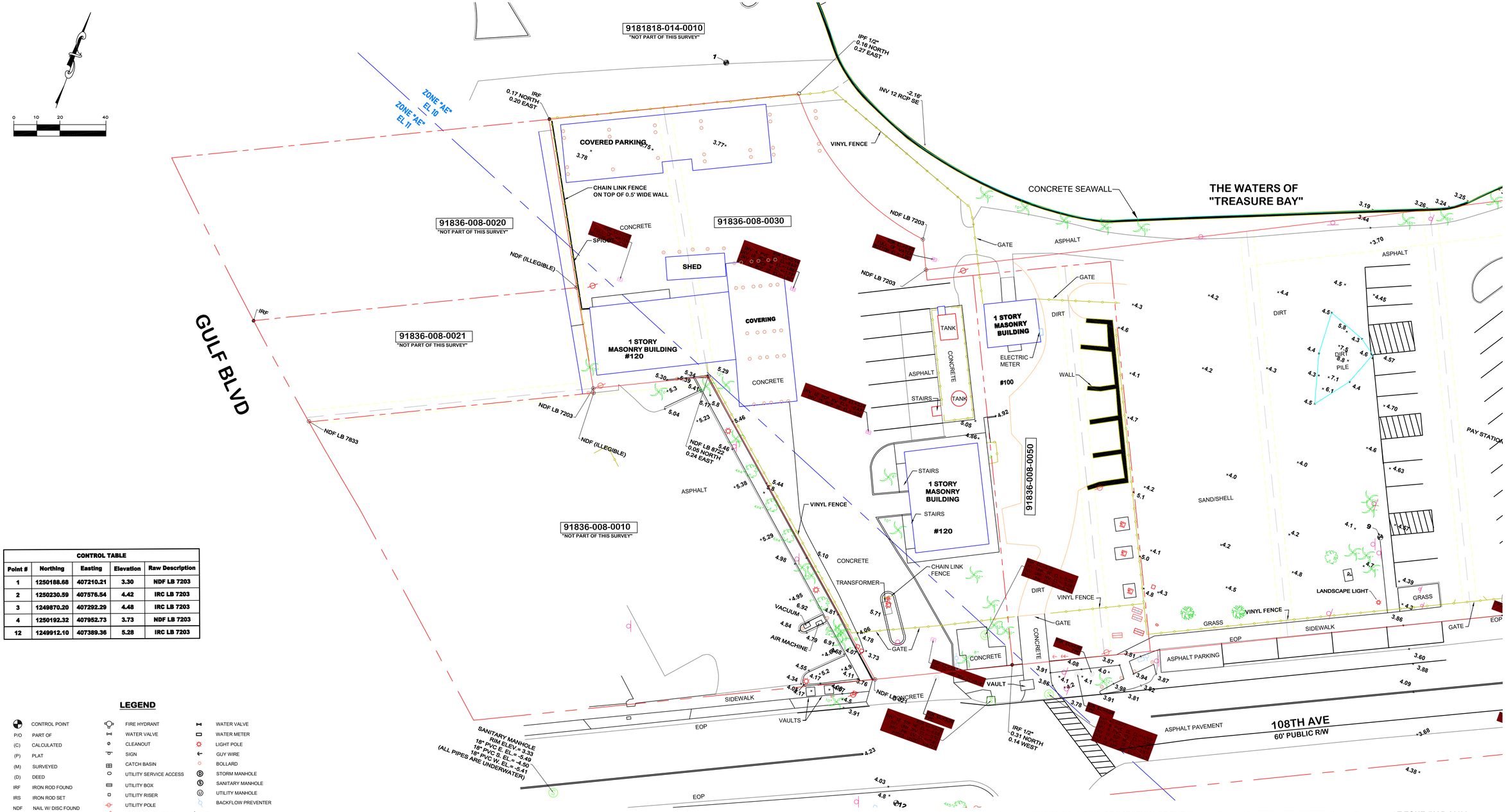


PUBLIC SAFETY FACILITY
3RD FL - POLICE DEPARTMENT

12-17-25


25 Parking Spaces
Public Works Yard
PUBLIC SAFETY FACILITY SITE
120 108th Avenue
3-Bay Apparatus Garage
Public Safety Building (Elevated)
108th Avenue


Day Docks - 16
Ferry Dock
25 Parking Spaces
Public Works Yard
3-Bay Apparatus Garage
Public Safety Building (Elevated)
108th Avenue
PUBLIC SAFETY FACILITY SITE
120 108th Avenue



CONTROL TABLE				
Point #	Northing	Easting	Elevation	Raw Description
1	1250188.68	407210.21	3.30	NDF LB 7203
2	1250230.59	407576.54	4.42	IRC LB 7203
3	1249870.20	407292.29	4.48	IRC LB 7203
4	1250192.32	407952.73	3.73	NDF LB 7203
12	1249912.10	407389.36	5.28	IRC LB 7203

LEGEND

- CONTROL POINT
- P/O PART OF
- (C) CALCULATED
- (P) PLAT
- (M) SURVEYED
- (D) DEED
- IRF IRON ROD FOUND
- IRS IRON ROD SET
- NDF NAIL W/ DISC FOUND
- NDS NAIL W/ DISC SET
- IPF IRON PIPE FOUND
- O/S OFFSET
- EL. ELEVATION
- R/W RIGHT-OF-WAY
- FFE FINISHED FLOOR ELEVATION
- SF SQUARE FEET
- AC ACRES
- PB PLAT BOOK
- PG PAGE
- LB LICENSE BUSINESS NUMBER
- WVN WATER VALVE NUT
- RWVN RECLAIMED WATER VALVE NUT
- FIRE HYDRANT
- WATER VALVE
- CLEANOUT
- SIGN
- CATCH BASIN
- UTILITY SERVICE ACCESS
- UTILITY BOX
- UTILITY RISER
- UTILITY POLE
- UTILITY POLE (METAL)
- FLAGPOLE
- TRAFFIC MAST ARM
- CONTROL PANEL
- ELECTRICAL TRANSFORMER
- WATER VALVE
- WATER METER
- LIGHT POLE
- GUY WIRE
- BOLLARD
- STORM MANHOLE
- SANITARY MANHOLE
- UTILITY MANHOLE
- BACKFLOW PREVENTER
- PALM TREE
- OAK TREE
- TREE
- BUSH
- 0200-00018-0013 PARCEL IDENTIFICATION (TYP)

1. THIS DRAWING IS REFERENCED TO A GRID PROJECTION OF THE STATE PLANE COORDINATE SYSTEM OF FLORIDA WEST ZONE (NAD 83/11 ADJUSTMENT).
2. THE CONTROL POINTS SHOWN HEREIN WERE DERIVED FROM DOUBLE RTK GPS OBSERVATIONS FROM THE FOLLOWING NGS MONUMENTS: "PBE 147 USE" PID AG0767 EL=4.51' (NAVD88)
3. THIS SURVEY IS SUBJECT TO PERTINENT EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.
4. TITLE WORK WAS NOT PROVIDED FOR THE PROJECT.
5. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES CERTIFIED TO BELOW FOR THE EXPRESS PURPOSE STATED HEREON AND/OR CONTAINED IN THE CONTRACT BETWEEN HYATT SURVEY SERVICES, INC. AND THE CLIENT FOR THIS PROJECT. COPYING, DISTRIBUTING AND/OR USING THIS DRAWING, IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM HYATT SURVEY SERVICES, INC. IS STRICTLY PROHIBITED AND RENDERS THE SURVEYOR'S CERTIFICATION, SIGNATURE AND SEAL NULL AND VOID. ANY QUESTIONS CONCERNING THE CONTENT OR PURPOSE OF THIS DRAWING SHOULD BE DIRECTED TO HYATT SURVEY SERVICES, INC.

TITLE: TOPOGRAPHIC SURVEY - "TREASURE ISLAND FACILITY"

LOCATION: SECTION 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY FLORIDA

CERTIFIED TO:
CITY OF TREASURE ISLNAD

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

RUSSELL P. HYATT, P.S.M.
FLORIDA SURVEYORS REGISTRATION NO. 5303

Hyatt Survey Services, Inc.
LB No. 7203 **Geographic Data Specialists**
2012 Lena Road Bradenton, Florida 34211
Phone: (941) 748-4693

DWG #: 22-2779-1	Project Manager: SL	Drawn By: RM	Checked By: RPH
Project No.: 22-2779-1		Field Date: 10/2025	Scale: 1" = 20'

SHEET 1 OF 1

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 21, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Treasure Bay Living Shoreline (Commissioner Czyszczon)
BACKGROUND:	Backup Information Pending
POLICY/PURPOSE:	Commissioner Item
STRATEGIC PLAN RELEVANCE:	Commissioner Item
ANALYSIS/DISCUSSION:	Commissioner Item
FUNDING:	Commissioner Item
MOTION:	

ATTACHMENTS:
Living Shoreline Timeline__2.pdf

Living Shoreline Timeline

2020-Present

2026	
February Project Update (pulled from website)	Gazebos installed and sidewalk construction completed. Boardwalk in place with minor touches pending. All planting was completed and temporary irrigation in place. Interior acreage to be seeded.
2025	
December 2025 Update (pulled from website) *Completion Certification Attached*	Seawall repairs and shoreline stonework completed. Sidewalk nearly completed, pending boardwalk completion. Kayak launch installed
September 2025 *Staff Cover Sheet Attached*	Additional Work on seawall sections 8+00 thru 12+00 at Living Shoreline Project. Staff requested/Commission approved $124,000 for repairs to section of seawall that were damaged during construction
April 2025 *Amendment Included*	First Amendment to Contract with Environmental Science Associates
2024	
November 19, 2024 *Contract Included*	Execute a Contract with Sea & Shoreline, LLC in the Amount of $2,767,838.50, Including a Construction Contingency Totaling $3,044,622 and Approve Additional Spending Authority and Funding Reallocation Contract executed with Sea & Shoreline
November 19, 2024 *Amendment Included*	Approve Grant Amendment with FDEP for Shoreline Project
November 19, 2024 *Amendment Included*	Third Amendment to Contract Agreement with Tampa Bay Estuary Program for Living Shoreline and Water Quality Improvement Project
November 7, 2024 – *Amendment Included*	Third Amendment to Contract Agreement with Tampa Bay Estuary Program for Treasure Bay Living Shoreline and Water Quality Improvement Project Modified individual task funding amounts to year-end spending requirements
August 15, 2024	Rebid and removed oyster domes and planting requirements to lower cost and still meet grant requirements

July 30, 2024	Discussed Living Shoreline Construction Bids Staff requested approval to reject all bids and re-bid the base project, removing the kayak launch, and golf course from the main project.
June 4, 2024	Invitation to Bid 24-012 issued
March 26, 2024	Approve two grant amendments for Treasure Bay Living Shoreline project No additional funding associated with the two amendments. Tampa Bay Estuary Program grant amendment – no-cost time extension and reallocation of task funding due to extensive permitting process. FDEP Grant amendment – updated standardized terms and conditions, including modifications to grant title, terms, and reporting requirements.
2022	
June 7, 2022 – *Agreement included*	Execute Grant Agreement with FDEP for design/construction of Living Shoreline and Resiliency Project at Treasure Bay and approve additional design funds for Environmental Science Association Second grant awarded in amount of $1,495,000
January 4, 2022 *Addendum Included*	Addendum to Grant Agreement with Tampa Bay Estuary Program to Complete a Living Shoreline and Water Quality Improvement Project at Treasure Bay Addendum increased funding from Tampa Bay Estuary Program by $28,875 and extended deliverable timeline to better align with future potential grants.
2021	
January 2021 *Contract Included*	Execute a Contract with Environmental Sciences Associates and Approval of Work Authorization in amount of $100,000 for design of living shoreline and water quality improvements at Treasure Bay
2020	
October 6, 2020 *Letter of Intent Included*	Approval to submit grant application for the design of living shoreline and water quality improvements at Treasure Bay Second grant application with FDEP's Resilient Florida Grant to cover the required grant match, allowing the City to construct the entire shoreline at once

June 16, 2020 – *Contract Included*	Commission Executes Grant Agreement with The Tampa Bay Estuary Program to Complete a Living Shoreline and Water Quality Improvement Project Sewall condition of Treasure Bay was poor. Staff pursued a grant to replace the existing seawall with a living seal, which would protect from erosion and provide increased water quality, and preventing need for ongoing repairs.

AGENDA ITEM NO. H.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 21, 2026
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	For Consideration and Discussion
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Summer Program – Financial Report (Commissioner Czyszczon)
BACKGROUND:	Backup Information Pending
POLICY/PURPOSE:	Commissioner Item
STRATEGIC PLAN RELEVANCE:	Commissioner Item
ANALYSIS/DISCUSSION:	Commissioner Item
FUNDING:	CFO to provide funding information.
MOTION:	

ATTACHMENTS:
Summer Camp Financials.pdf

City of Treasure Island

Summer Camp

Financial Analysis

EXPENSES		
	FY 2025	FY 2026 estimates
Arts & Crafts/Sports Equipment		6,000
Camp Bus Parking		100
Campers Field Trips - reimbursed to City		15,000
		(15,000)
Entertainment		3,000
Field Trips for Coaches		5,000
Office Supplies		300
Participant T-shirts		1,800
Staff/Volunteers T-shirts		660
OPERATING COST	16,504	16,860
Personal Cost	167,637	172,666
TOTAL COST	$184,141	$189,526
REVENUES		
	FY 2025	FY 2026 estimates
	$131,330	$160,984
Revenue Sufficiency	71%	85%
City Expense	52,811	28,542

City of Treasure Island

Summer Camp

Fees







2025 Enrollment

Full Camp Enrollment
Residents: 37 campers (32%)
Non-Residents: 78 campers (68%)

Weekly Enrollment
Residents: 49 weeks (26%)
Non-Residents: 143 weeks (74%)

2025 Summer Camp

10-Week Camp Rate
Resident/Property Owner: $700
Non-Resident: $900
Sibling Discount: $50 per sibling

Weekly Rate
Resident/Property Owner: $120/week
Non-Resident: $140/week
No sibling discount

Optional field trips incur additional costs

FY25 Financials

Operating Expenses: $16,504

Personnel Expenses: $167,637

Total Revenue: $131,330

Cost Recovery: 71% of expenses offset by revenues





2026 Adopted Rates

based on 2025 numbers

10-Week Camp

- Resident/Property Owner: $1,000
- Non-Resident: $1,200
- Sibling Discount: 10% per sibling

Weekly Rate

- Resident/Property Owner: $120/week
- Non-Resident: $140/week
- No sibling discount

Optional field trips remain an additional cost.

Estimated Cost Recovery: of expenses offset by revenues.

Impact

The proposed increase represents a $300 increase for the 10-week camp, a 42.5% rate increase.

Other Municipalities Rates

CLEARWATER	$990 W/PLUS PASS, $1,125 W/RECREATION CARD AND $1,350 W/O CARD	$135/WEEK W/REC CARD, $150/WEEK W/O REC CARD
GULFPORT	$700 RES, $875 NON-RES	$100 RES, $125 NON-RES
LARGO	COOL KIDS/KID CITY CAMPS $120/WEEK IF SIGNED UP FOR TEN WEEKS	COOL KIDS/KID CITY CAMPS $150/WEEK FOR INDIVIDUAL WEEK SIGNUP
MADEIRA BEACH	$1,000 RES, $1,250 NON-RES	N/A
SEMINOLE	N/A	K-5, $90 RES, $100 NON-RES 6-7, $100 RES, $125 NON-RES
ST PETE BEACH	N/A	$125 RES/NON-RES + 25% SIBLING DISCOUNT
ST. PETERSBURG	FULL ENROLLMENT FEES FOR PLAY CAMP: $780 (Full), $683 (FULL CAMP WITH REDUCED LUNCH), $273/(FULL CAMP WITH FREE LUCNCH)	N/A

REPORT OF GEOTECHNICAL EXPLORATION

TREASURE ISLAND FACILITY IMPROVEMENTS
TREASURE ISLAND, FLORIDA

AREHNA Project No. B-19-080.01
January 6, 2026

Prepared For:
Kimley-Horn
100 Second Avenue South, Suite 105N
St. Petersburg, Florida 33701

Prepared By:
AREHNA Engineering, Inc.
5012 West Lemon Street
Tampa, Florida 33609

5012 West Lemon St.
Tampa, Florida 33609
Ph 813.944.3464 | www.arehna.com

January 6, 2026

Kyle Mathney, PE
Kimley-Horn
100 Second Avenue South, Suite 105N
St. Petersburg, Florida 33701

Subject: **Report of Geotechnical Exploration**
City of Treasure Island Facility Improvements
134 108th Avenue,
Treasure Island, Florida
AREHNA Project B-19-080.01

AREHNA Engineering, Inc. (AREHNA) is pleased to submit this report of our geotechnical exploration for the proposed project. Services were conducted in general accordance with AREHNA Proposal B.Prop-25-288, submitted September 25, 2025. The purpose of our geotechnical study was to obtain information on the general subsurface conditions for the project site. The project consists of facility improvements for a new Electrical Building/Generator & Public Works Building, a new field office, a proposed fuel tank, and a new wet well.

This report presents our understanding of the project, outlines our exploratory procedures, documents the field data obtained (including data from our previous preliminary investigation), and includes our recommendations for the proposed constructions.

AREHNA appreciates the opportunity to have assisted you on this project. Should you have any questions with regard to this report, or if we can be of any further assistance, please contact this office.

Best Regards,

AREHNA ENGINEERING, INC.
FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF REGISTRATION NO. 28410

This item has been digitally signed and sealed by:





Kevin M Hill
2026.01.06 13:53:25 -05'00'

Andrew Sway, PhD, P.G., E.I
Project Manager
Florida Registration PG-2508

Kevin M. Hill, P.E.
Senior Geotechnical Engineer
Florida Registration 72949
On the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies

Distribution: 1 – Addressee - Electronic
1 – File

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APPENDIX B Summary of USDA Soil Survey – Table 1
Summary of Laboratory Test Results – Table 2
Summary of Seasonal High Groundwater Table Estimate – Table 3
Summary of Corrosion Test Results – Table 4
Soil and Design Parameters
Field & Laboratory Procedures

APPENDIX C Cone Penetrometer Testing Report

1.0 PROJECT INFORMATION AND SCOPE OF WORK

1.1 SITE DESCRIPTION AND PROJECT CHARACTERISTICS

The project site is at 134 108th Avenue, at an existing City of Treasure Island property, in Treasure Island, Florida. According to the Pinellas County Property Appraiser website, the parcel lies within Section 23, Township 13 South, and Range 15 East. The project site comprises three parcels. The project consists of facility improvements, including an Electrical Building/Generator & Public Works building to be installed on separate elevated structures, and a 12-foot-diameter wet well to be installed using the tremie method. We understand that the foundation for the elevated platform is a 24-inch-thick cast-in-place concrete mat foundation, fully embedded under a total maximum pressure, with only service dead loading, of 906 psf. Based on our previous investigation, the new wet well will be 30 feet deep. We understand that the facility will include a proposed field office, a proposed fuel tank, and a proposed garage, all supported on a shallow foundation. Detailed loading and foundation type for those structures was not available at the time of this report.

1.2 SCOPE OF WORK

The purpose of our geotechnical study was to obtain information on the general subsurface conditions at the project site. The subsurface materials encountered were evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items were formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings, which may have an impact on the proposed construction.
- Allowable capacities and estimated foundation settlement for foundations supporting the structures.
- General geotechnical recommendations for the proposed construction.
- Recommended design soil parameters for the proposed wet well.

The following services were performed to achieve the above-outlined objectives:

- Conducted site reconnaissance and staked boring locations.
- Requested utility location services from Sunshine811
- Performed one Standard Penetration Test (SPT) boring to a depth of 40 feet at the proposed wet well location.
- Performed one Cone Penetrometer Test (CPT) sounding to a depth of 55 feet below the existing ground surface in the location of the proposed elevated platform by ATI Geologica LLC (ATI), subcontractor of AREHNA.

- Visually classified and stratified soil samples in the laboratory using the Unified Soil Classification System.
- Performed a laboratory testing program consisting of natural moisture content tests, Atterberg Limits (Liquid and Plastic limit) testing, and #200 sieve gradations, to verify the engineer's visual classifications.
- Reported the results of the field exploration and engineering analysis in a written report, signed and sealed by a professional engineer specializing in geotechnical engineering.

1.3 PREVIOUS INVESTIGATION

AREHNA conducted the geotechnical investigation for the Treasure Island Facility Improvement and submitted the geotechnical report (AREHNA Project Number B-22-060) on December 16, 2022. AREHNA performed 8 SPT borings in total, extending to depths ranging from 2 feet to 60 feet below the existing grade. Boring and lab data from that report are combined with current data to create this final report for the site.

2.0 FIELD EXPLORATION & LABORATORY TESTING

2.1 FIELD EXPLORATION

For the current investigation, AREHNA performed one SPT boring (SB-01) to a depth of 40 feet below the existing ground surface (bgs) within or near the proposed wet well location. In the previous investigation, we performed SPT-03 and SPT-04 at or near the proposed structures of the Field Office and Fuel Tanks, respectively. Borings SPT-05 through SPT-08 were completed in the vicinity of the proposed Garage. Borings SPT-01 and SPT-02, although included in this report, are east of the proposed improvements and were not used in the foundation analysis. The horizontal and vertical locations of the SPT borings are shown on the boring location plan and soil boring profile sheets in **Appendix A**. AREHNA's subcontractor, ATI, performed the CPT sounding CPT-01 at the proposed elevated platform location. CPT sounding methods and results are depicted in **Appendix C**. The boring locations were selected by the client and determined in the field using a handheld GPS, with a typical accuracy of about 10 feet.

The SPT boring was performed with the use of a CME-45 Truck Mounted Drill Rig, equipped with an automatic hammer. Bentonite "Mud" drilling procedures were performed with 3-inch ID casing. Samples were collected, and Standard Penetration Test resistances were measured continuously for the top ten feet and at approximate intervals of five feet thereafter. The upper four feet were manually augered to avoid any potential conflicts with unmarked utilities. The soil sampling was performed in general accordance with ASTM Test Designation D-1586, entitled "Penetration Test and Split-Barrel Sampling of Soils." Representative samples from the borings were sealed in glass jars, labeled, and transferred to AREHNA's office for appropriate classification by a geotechnical engineer. Upon completion, boreholes were backfilled with cement grout and left level with the surrounding grade. Please note that samples will be retained for 90 days after the date of this report and then disposed of, unless other arrangements have been made.

2.2 LABORATORY TESTING

Our laboratory testing program included natural moisture content tests (ASTM D-2974), Atterberg Limits (ASTM D-4318), and #200 sieve (ASTM D1140-17). To determine the environmental classification of representative soil and water samples, we performed pH, chlorides, sulfates, and resistivity testing (FM 5-550 through FM 5-553) on the upper 4 feet of soil from boring SPT-01. The results of these tests are summarized on **Tables 2** and **4** in **Appendix B** and shown on boring profiles in **Appendix A**.

3.0 SUBSURFACE CONDITIONS

3.1 USGS TOPOGRAPHIC DATA

Digital Raster Graphic (scanned topographic map) projection of the Seminole Quadrangle, Florida, provided by the USGS, was reviewed to collect topographic information in the vicinity of the project site. The approximate location of this site has been superimposed on a USGS topographic map of the local area and is shown on **Sheet 1** in **Appendix A**. Based on this review, the natural ground surface elevations at the project site are approximately +5 feet NGVD 29 (National Geodetic Vertical Datum of 1929). A previous site survey provided to AREHNA indicates the ground surface elevations in the project area are mostly between about +3.5 and +4.8 feet elevation (assumed to be NAVD 88) Elevations referenced in this report should be considered approximate only.

3.2 USDA NATURAL RESOURCES CONSERVATION SERVICE DATA

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey for the site area is attached in **Appendix A**. This survey indicates that the soil at the project site consists of *Matlacha and St. Augustine soils and Urban land (Map Unit 16)*. A summary of this USDA soil type is provided on **Table 1** in **Appendix B.** We note that this soil map unit consists of reworked soils and fill soils that may be mixed and may vary over short distances.

3.3 SUBSURFACE CONDITIONS

Pictorial representations of the subsurface conditions encountered in the borings are shown on the **Soil Boring Profiles** in **Appendix A**. These profiles and the following soil conditions highlight the general subsurface stratification. The **Soil Boring Profiles** in **Appendix A** should be consulted for a detailed description of the subsurface conditions encountered at the boring location. When reviewing the boring record and the subsurface profile, it should be understood that soil conditions may vary between and away from the boring locations.

<u>Wet Well</u>

Boring SB-01 encountered medium dense to dense fine sand (SP) to slightly silty fine sand (SP-SM) mixed with shell and concrete debris from the ground surface to a depth of 8 feet below grade. It was underlined by concrete debris with limerock fragments from a depth of 8 feet to about 17 feet bgs. Below the concrete debris, the boring intercepted loose clayey silty sand (SC-SM) from 17 feet to 22 feet bgs, followed by medium-dense silty fine sand (SM) from 22 feet to 25 feet below the existing grade. It was underlain by loose to medium-dense slightly silty fine sand (SP-SM) from a depth of 25 feet 37 below grade, and the boring terminated in firm clay (CH) from about 37 to 40 feet depth.

Electrical Building/Generator & Public Works Building/Elevated Platform

CPT-01 sounding encountered loose to medium dense sand, silty sand and slightly silty sand in the upper 13 feet with very loose fine-grained material between approximately 6 and 8.5 feet bgs, followed by dense sand from about 13 to 15 feet bgs. Soft clay and silty clay were recorded from about 15 feet to 24 feet bgs, and alternating loose to medium dense sand, silt, and silty clay were recorded from 24 feet to 49 feet bgs. Very stiff to hard clayey layers were recorded from 49 feet to 51 feet and from 52.5 feet to 54.5 feet bgs. The CPT sounding terminated in very dense sand or limestone bedrock at 55 feet below grade. It should be noted that soil types from CPT soundings described herein are approximate as no samples were collected.

The detailed description of the CPT sounding is attached in **APPENDIX C**.

Field Office

Boring SPT-03 encountered loose fine sand (SP) and very loose slightly silty fine sand (SP-SM) to a depth of about 8 feet bgs and underlain by loose to very loose silty fine sand (SM) to a depth of 22 feet below grade. This was followed by very soft elastic silt (MH) to a depth of 27 feet bgs and underlain by very loose silty fine sand (SM) and slightly silty fine sand (SP-SM) to depths of 32 feet and 37 feet below grade, respectively. Below this was very soft to very stiff clayey silt (MH) to termination depth at 45 feet below grade. Weight-of-Hammer (very soft) conditions were recorded at depths between 8 feet to 9.5 feet, 18.5 feet to 20.5 feet, and 38.5 feet to 40.5 feet below grade.

Fuel Tank

The asphalt layer was about 2 inches thick with no noticeable base materials. Below the pavement section, Boring SPT-04 encountered loose fine sand (SP) to slightly silty fine sand (SP-SM) to a depth of about 6 feet below ground surface (bgs). It was followed by soft to stiff elastic silt (MH) to a depth of about 12 feet then very loose to medium dense silty fine sand (SM) to a depth of about 27 feet below grade. This was followed by loose to very loose slightly silty fine sand (SP-SM) layer to a depth of 37 feet bgs and underlain by soft to very stiff elastic silty (MH) layer to a depth of 47 feet below grade. This was followed by medium dense clayey fine sand (SC) layer to a depth of 52 feet bgs and underlain by dense clayey silty fine sand (SM-SC) to a depth of 57 feet below grade. Below that, the boring penetrated a hard limestone layer to the termination depth of 60 feet below grade.

Garage

Boring SPT-05 was performed about 40 north of the proposed garage footprint. Below the 6-inch-thick concrete layer, the boring SPT-05 encountered 4 feet of fine sand (SP) as a surficial layer. The surficial layer was followed by thin layers of clayey silt (MH), silty sand (SM), and slightly silty fine sand (SP-SM) to the boring termination depths. Borings SPT-06 through SPT-08 encountered (below the pavement where present) very loose to loose fine sand (SP) and slightly silty fine sand (SP-SM) to the termination depth of the borings at up to 10 feet depth. Boring SPT-06 terminated at a depth of about 2.25 feet due to a concrete pipe obstruction. Boring SPT-07 terminated at a depth of about 4.0 feet due to a possible pipe or other obstruction.

3.4 GROUNDWATER CONDITIONS

The groundwater was encountered at depths ranging from about 2.5 feet (SPT-01) to 3.4 feet (SPT-03) below existing grade at the time of exploration. Fluctuations in groundwater levels should be expected due to seasonal climatic changes, construction activity, variations in rainfall, surface water runoff, and other site-specific factors. Since groundwater level variations are anticipated, design drawings and specifications should accommodate such possibilities, and construction planning should assume that variations will occur.

3.5 ESTIMATED SEASONAL HIGH WATER LEVEL

The Seasonal High Water Table (SHWT) is the highest average depth of soil saturation during the wet season in a normal year (Southwest Florida Water Management District, SWFMD). Based on SWFWMD guidelines, the procedures for estimating SHWT elevations include examining county soil surveys and conducting field verification by observation and identifying indicators within the soil profile.

A review of the Pinellas County Soil Survey indicates that the project site is located within an area classified as *Matlacha and St. Augustine soils and Urban land (*Map Unit 16*)*. The Soil Survey estimated the seasonal high water level is indicated as 1.5 to 2 feet below natural grades. This area has been built up with fill from previous development; therefore, natural seasonal high soil indicators were not present in the borings performed.

The site is very near the bay, and water levels will be controlled by the bay's water level (sea level). There is potential for rare storm surge events that could also flood the site. We estimate the SHWT to be about 2 feet to 2.4 feet deep at this site, but depths may vary due to variations in ground surface elevation, drainage, and other factors. We recommend a design depth of 2 feet below the existing grade, not including potential for storm surge, which would be above existing grades. For buoyancy design (wet well), a water table at the ground surface should be assumed. Depth to groundwater will vary across the site due to differences in ground surface elevation.

4.0 DESIGN RECOMMENDATIONS

4.1 GENERAL

Our geotechnical evaluation is based on the previously presented project information and the field data obtained during this geotechnical exploration. We understand that the wet well will be 30 feet deep, and the Electrical Building/Generator & Public Works building on the elevated platform will have a 24-inch-thick cast-in-place concrete mat foundation with a service dead load of 906 pounds/square foot (psf). We understand that the facility will include a proposed field office, a proposed fuel tank, and a proposed garage, all supported on shallow foundations. We do not know the detailed loading and foundation type for those structures at the time of this report. If the final structure location, type, or loads are significantly different from those described, or if the subsurface conditions during construction differ from those revealed by our boring, we should be notified immediately so that we can review the recommendations presented in this report.

4.2 SHALLOW FOUNDATION DESIGN

Following our recommended General Site Preparations, the proposed structure(s) can be constructed on a system of conventional shallow spread or strip footings. The foundation systems may bear on compacted existing soils or compacted structural fill soils.

Electrical Building/Generator & Public Works Building

The proposed elevated platform structure(s) can be constructed on a system of cast-in-place concrete mat foundation. We assumed the elevated platform would be about 18 feet wide and 35 feet long for our bearing and settlement calculations.

For an embedment depth of 2 feet below the existing grade, with a provided total (with live load) soil pressure of 1353 psf, the allowable soil bearing pressure is about 5,400 psf (factor of safety = 3). The estimated settlement for this configuration, with a provided service dead load of 906 psf, the estimated settlement is approximately 1.23 inches. It should be noted that if fill is used to elevate the platform, the fill will cause additional settlement and should be considered during construction. Our bearing capacity evaluation was based on correlations between N-values and the successful performance of similar structures on similar soil conditions. It should be noted that about 1/4 of the settlement may be long-term (occurring after construction is complete) and may take several weeks to a few months to complete.

Based upon the soil conditions encountered at the site and the recommended site preparation operations presented in this report, the modulus of vertical subgrade reaction (k) for the slab bearing soils is expected to be on the order of 120 pounds per square inch per inch of vertical deflection (pci), at the recommended compaction criteria. Our evaluation was based on the satisfactory performance of our recommended approach with other structures and similar soil conditions.

Field Office Building

The elevated platform/building footprint is reported to be 30 feet by 40 feet in plan dimensions. Assuming shallow continuous strip footings with a minimum width of 1.5 feet or isolated spread column foundations with a minimum width of 2.5 feet, an allowable net soil bearing pressure (with a Safety Factor of approximately 3) of 2,000 psf, with a minimum foundation embedment of 18 inches below final grade, should be used. The estimated settlement for this configuration is less than 1-inch. If a mat foundation will be used, the analysis above for the Public Works Building may be used as it would be nearly identical in design in that case.

Fuel Tank Structure

The fuel tank structure footprint appears to be about 16 feet by 65 feet, based on the provided plan sketch. Assuming shallow continuous strip footings with a minimum width of 1.5 feet, an allowable net soil bearing pressure (with a Safety Factor of approximately 3) of 2,000 psf, with a minimum foundation embedment of 18 inches below final grade, should be used. The estimated settlement for this configuration is less than 1-inch.

Garage Building

The garage building footprint appears to be 52 feet by 60 feet. Shallow continuous strip footings may be designed with a width of 1.5 feet or isolated spread column foundations with a minimum width of 2.5 feet, an allowable net soil bearing pressure (with a Safety Factor of approximately 3) of 2,000 psf with a minimum foundation embedment of 18 inches below final grade. The estimated settlement for this configuration is less than 1-inch.

These minimum footing sizes should be used regardless of whether the maximum allowable bearing pressures are fully developed in all loading conditions. All isolated footings should be embedded so that the bottom of the foundation is a minimum of 18 inches below the adjacent final grades on all sides. These minimum footing sizes tend to provide adequate load-bearing area to develop overall bearing capacity and account for minor variations in the bearing materials. Our bearing capacity evaluation was based on correlations between N-values and the successful performance of similar structures on similar soil conditions.

It should be noted that about 1/2 of the settlement may be long-term (occurring after construction is complete) and may take several weeks to a few months to complete due to silty and clayey soil conditions at depth. Since there is potential for some minor differential settlement over time, to help prevent cracking to the structure, we recommend slightly increasing the footing thickness and/or increasing the size or number of reinforcement bars to increase the footing stiffness beyond the typical minimum required for the loading conditions. The floor slab (or any slabs-on-grade) may be supported on compacted existing soils or compacted structural fill. The slab subgrade soils should be compacted to a minimum dry density of at least 98 percent of the Modified Proctor maximum dry density to a depth of at least 12 inches. The floor slab should be appropriately jointed to control the location of shrinkage cracking.

4.3 WET WELL AND LIFT STATION DESIGN

We understand that a 12-foot-diameter wet well is to be installed using the tremie method. Based on our previous investigation, the new wet well will be 30 feet deep, and the lift station foundation will be installed 30 feet below the existing grade. During boring SB-01, concrete debris was encountered to a depth of about 17 feet within the proposed construction. Any excavations should expect high resistance, and special equipment and breaking tools may be required to remove the concrete debris.

The pump station should be designed to resist hydrostatic lateral and particularly uplift (buoyancy) pressure and earth pressures. Typically, wet wells do not have settlement issues because the weight of soil removed during the initial installation is greater than the weight of the wet well, foundation, and water inside the well. Bearing capacity is also not usually an issue for wide mat-type bottom foundations, as anticipated here. Uplift resistance will likely control the design. The groundwater should be assumed to be at the ground surface for the critical case (buoyancy) in design.

The table presented in **Appendix B** outlines recommended soil and lateral earth pressure parameters for use in design.

5.0 GENERAL SITE PREPARATION

5.1 General

We understand that the project consists of facility improvements for a new Electrical Building/Generator & public work building on the elevated structure, and a deep wet well to be installed using the tremie method. We understand that the facility will also include a field office, fuel tanks, and a garage on a shallow foundation. Very loose/very soft silty clayey soils should be anticipated in the deeper excavations. In most areas, the upper approximate 4 feet of excavated soil may be suitable for re-use; however, clean import sand fill should be anticipated by the contractor, particularly if grades are increased.

AREHNA should be notified if the site conditions during construction are different from those stated in this report, so we may modify or amend our recommendations. These recommendations may be revised once the remaining borings are completed.

5.2 On-Site Soil Suitability

The borings from the previous study indicate that surficial sandy soils classified as SP and SP-SM are present, ranging in thickness from about 4 to 12 feet, depending on the boring. Silty sand, clayey sands, silt, and clays are not suitable for re-use and should be stockpiled separately from any sandy soils intended for re-use.

Suitable structural fill materials (or re-use soils) should consist of fine to medium sand with less than 12 percent passing the No. 200 sieve and be free of rubble, organics, clay, debris, and other unsuitable material. Any off-site materials used as fill should be approved by AREHNA prior to acquisition.

5.3 Excavation and Backfill

Excavations should be constructed in accordance with the current OSHA guidelines. The contractor is solely responsible for designing and constructing stable excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the sides and bottom of the excavations. The contractor's responsible person, as defined in 29 CFR, Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in all local, state, and federal safety regulations.

Buried concrete and other debris were noted in the borings, particularly at boring SB-01, and should be noted by the contractor. The soils encountered are consistent with OSHA Class C soils. They will not stand vertically in an open excavation below the groundwater level or for more than very short periods above the groundwater level. Soil should not be stockpiled adjacent to excavations unless the stockpile has been included in the analyses of the excavation stability. Excavations may require dewatering.

All excavations should be backfilled with acceptable, compacted fill or re-use soils. Fill or re-use soils should generally consist of dry fine sand with less than 12 percent passing the No. 200 sieve and be free of rubble, organics, clay, debris, and other unsuitable material. Some excavated soils at this site will not be suitable for re-use as fill. Imported fill should be anticipated and should be tested and approved prior to acquisition. Backfills should be compacted in lifts not exceeding 12 inches in thickness. It should be compacted to a minimum of 95 percent (98 percent below any structures or pavement) of the Modified Proctor maximum dry density (ASTM D-1557). If compaction cannot be obtained with 12-inch lifts, thinner lifts may be required. For pavement areas, the subgrade and base materials should also be compacted to at least 98 percent (ASTM D-1557). Prior to beginning compaction, soil moisture content should be adjusted in order to facilitate proper compaction. A moisture content within 2 percentage points of the optimum indicated by the Modified Proctor Test (ASTM D-1557) is recommended prior to compaction of the fill.

5.4 Dewatering

The groundwater was encountered at a depth of about 2.5 to 3.4 feet below the existing grade at the time of exploration, and the estimated seasonal high water table is about 2 feet below existing grades and will be controlled by the tides. If dewatering is required, the designer of the dewatering system should consider the deeper soil layers of very loose/very soft silty soil as shown on the boring profiles. The impact of runoff from adjacent properties, nearby water bodies, and other site-specific conditions that may affect groundwater recharge is beyond the scope of this exploration. It should be considered when planning and designing a dewatering system.

5.5 Pipeline Bedding

We assume that the pipe will be installed between the wet well and the lift station, with open-cut methods, with at least 3 feet (minimum) of cover. Pipe depths were not provided. For open-cut construction, we recommend that the pipeline be supported on a bedding layer consisting of at least 6 inches of granular soil (existing soil or fill) that meets the previously described requirements for acceptable structural fill. The bedding layer should be compacted to at least 95 percent of the Modified Proctor maximum dry density (ASTM D-1557), but the soil may then be loosened at the pipe-to-soil contact areas for smoother contact.

Very loose silty/clayey soils may be encountered at the bottoms of trenches. Over-excavation of the loose layer by at least 12 inches is recommended, and replacing it with at least 12 inches of compacted structural fill (or #57 stone wrapped in filter fabric) is recommended at the base of excavations if unsuitable or very loose soils are exposed. This will create a stable bedding layer for the pipeline.

5.6 General Construction Monitoring and Testing Guidelines

Prior to initiating compaction operations, we recommend that representative samples of the structural fill material to be used and acceptable exposed in-place soils (if any) be collected and tested to determine their compaction and classification characteristics. The maximum dry density, optimum moisture content, gradation, and plasticity characteristics should be determined. These tests are needed for compaction quality control of the structural fill and existing soils and to determine if the fill material is acceptable.

A representative number of in-place field density tests should be performed in the compacted existing soils and in each lift of structural fill or backfill to confirm that the required degree of compaction has been obtained. We recommend that at least one density test be performed at the base of excavations for structure footings for every lift of backfill.

6.0 ENVIRONMENTAL CLASSIFICATION

AREHNA performed corrosion parameter tests on soil samples obtained for the project site. The results are provided on **Table 4** in **Appendix B**. According to these test results, the substructure environmental classification is slightly aggressive for both Steel and Concrete.

7.0 BASIS FOR RECOMMENDATIONS

The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the location indicated. Regardless of the thoroughness of geotechnical exploration, there is always a possibility that conditions may differ from those at specific boring locations and that they will not be as anticipated by the designers or contractors. In addition, the construction process itself may alter soil conditions. AREHNA is not responsible for the conclusions, opinions, or recommendations made by others based on the data presented in this report.

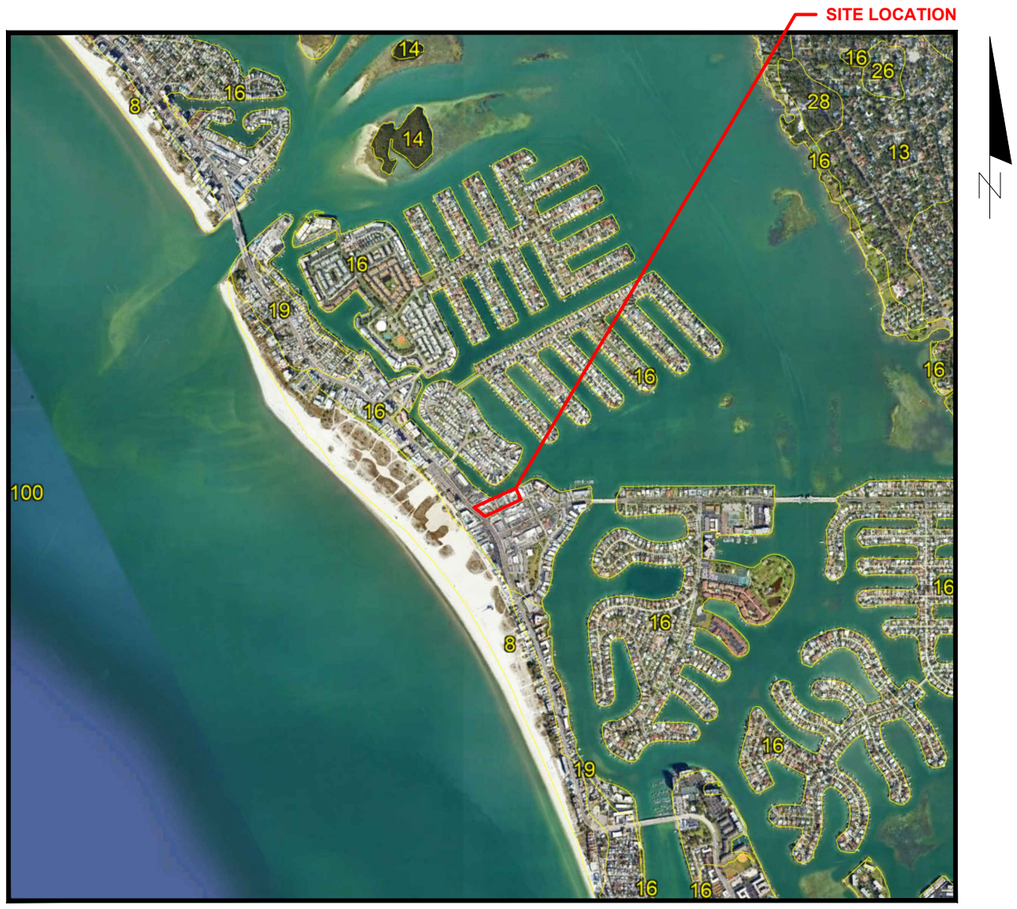
The assessment of site environmental conditions or the presence of contaminants in the soil, rock, surface water, or groundwater of the site was beyond the scope of this exploration. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are privileged information of Kimley-Horn and the City of Treasure Island.

This report was prepared exclusively for Kimley-Horn and the City of Treasure Island by AREHNA. The quality of information, conclusions, and estimates contained herein is consistent with the level of effort involved in AREHNA's services and based on i) information available at the time of preparation, ii) data supplied by outside sources, and iii) the assumptions, conditions, and qualifications outlined in this report. This report is intended to be used by Kimley-Horn and the City of Treasure Island only, subject to the terms and conditions of its contract with Kimley-Horn. Any other use of, or reliance on, this report by any third party is at that party's sole risk.

APPENDIX A

USDA & USGS Vicinity Maps – Sheet 1
Boring Location Plan – Sheet 2
Soil Boring Profiles – Sheet 3A through 3D

USDA SOIL SURVEY MAP

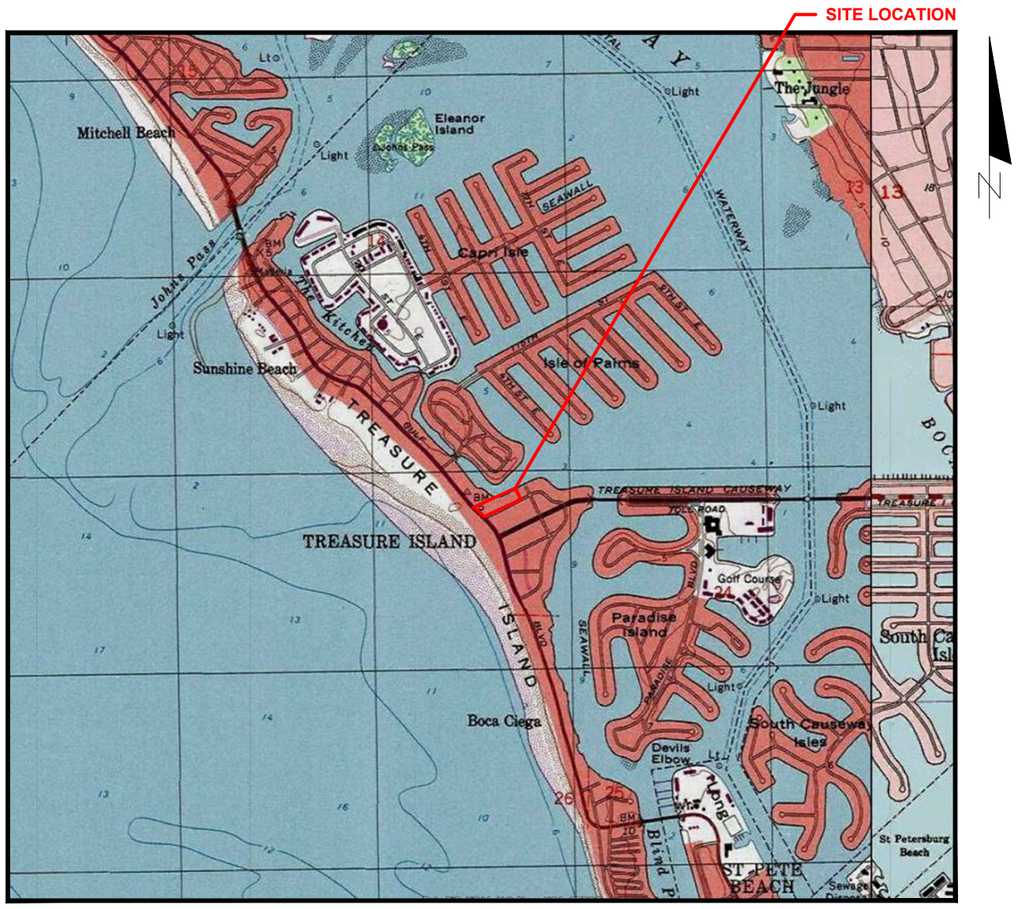


N.T.S.

REFERENCE: USDA SOIL SURVEY OF PINELLAS COUNTY, FLORIDA

S/T/R: 23 / 31 S / 15 E

USGS TOPOGRAPHIC MAP



N.T.S.

REFERENCE: "SEMINOLE, FLORIDA" USGS QUADRANGLE MAP

S/T/R: 23 / 31 S / 15 E

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

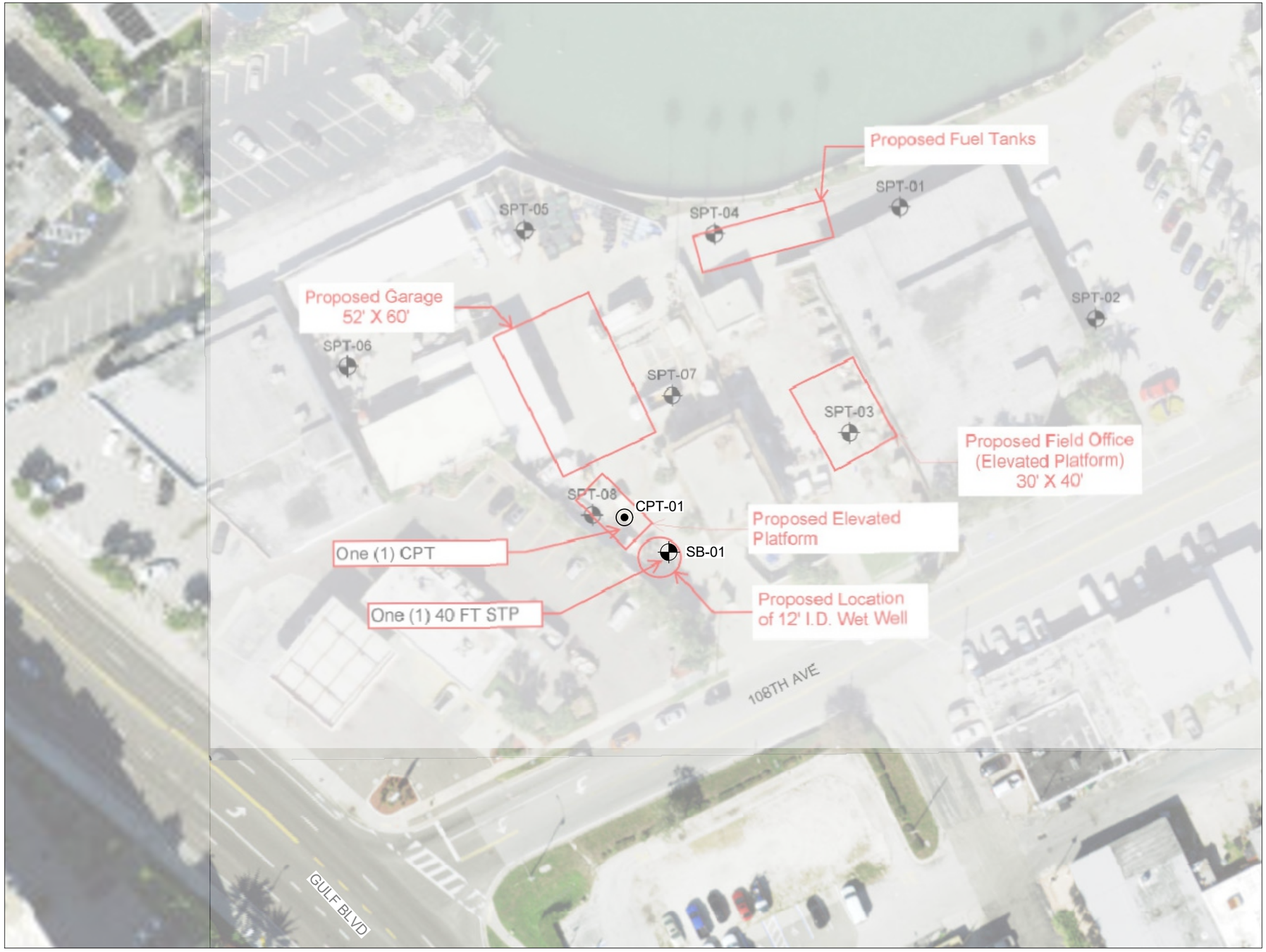
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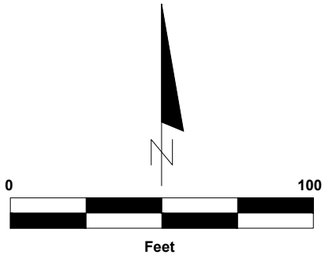
AREHNA | Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
Certificate of Authorization No. 28410

USDA & USGS VICINITY MAPS

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	1





LEGEND

- APPROXIMATE LOCATION OF SPT BORING
- APPROXIMATE LOCATION OF CPT BORING

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:

AREHNA | Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
Certificate of Authorization No. 28410

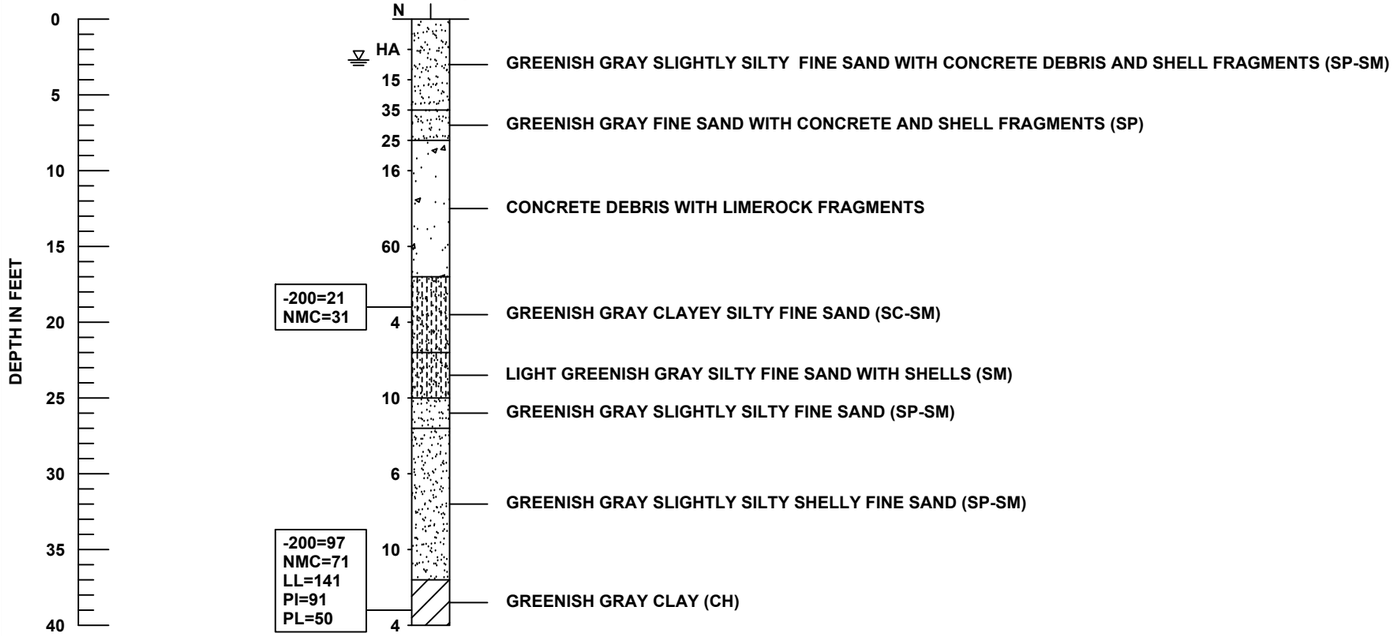
BORING LOCATION PLAN

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	2

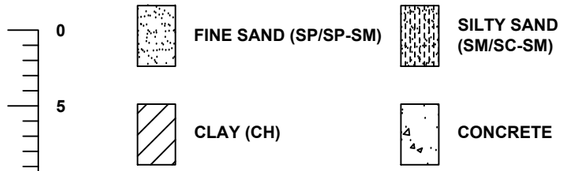
SB-01

11/12/25



BORING TERMINATED AT 40.0 FEET
LATITUDE: N 27.77039
LONGITUDE: W 82.76949

LEGEND



SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND/OR LABORATORY TESTING

GROUNDWATER TABLE AT THE TIME OF DRILLING

N SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION

HA HAND AUGER

-200 FINES PASSING THE #200 STANDARD SIEVE (%)

NMC NATURAL MOISTURE CONTENT (%)

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	**SPT (BLOWS/FT)**	**SPT (BLOWS/FT)**
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	**SPT (BLOWS/FT)**	**SPT (BLOWS/FT)**
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

SOIL PROFILE NOTES:

1. THE PROFILES DEPICTED ARE OF A GENERALIZED NATURE TO HIGHLIGHT THE MAJOR SUBSURFACE STRATIFICATION FEATURES AND MATERIAL CHARACTERISTICS. THE SOIL PROFILES INCLUDE SOIL DESCRIPTION, STRATIFICATIONS, AND PENETRATION RESISTANCES. THE STRATIFICATIONS SHOWN ON THE BORING PROFILES REPRESENT THE CONDITIONS ONLY AT THE ACTUAL BORING LOCATION. VARIATIONS MAY OCCUR AND SHOULD BE EXPECTED BETWEEN BORING LOCATIONS. THE STRATIFICATIONS REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SUBSURFACE MATERIALS AND THE ACTUAL TRANSITION MAY BE GRADUAL.
2. GROUNDWATER LEVELS GENERALLY FLUCTUATE DURING PERIODS OF PROLONGED DROUGHT AND EXTENDED RAINFALL AND MAY BE AFFECTED BY MAN-MADE INFLUENCES. IN addition, A SEASONAL EFFECT WILL ALSO OCCUR IN WHICH HIGHER GROUNDWATER LEVELS OR TEMPORARY PERCHED CONDITIONS ARE NORMALLY RECORDED IN RAINY SEASONS.
3. THE BORING LOCATIONS PRESENTED ARE APPROXIMATE AND BASED ON HAND HELD GPS WITH AN ACCURACY OF +/- 10 FEET.
4. SPT BORINGS WERE PERFORMED USING AN AUTO HAMMER.

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:
AREHNA | Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
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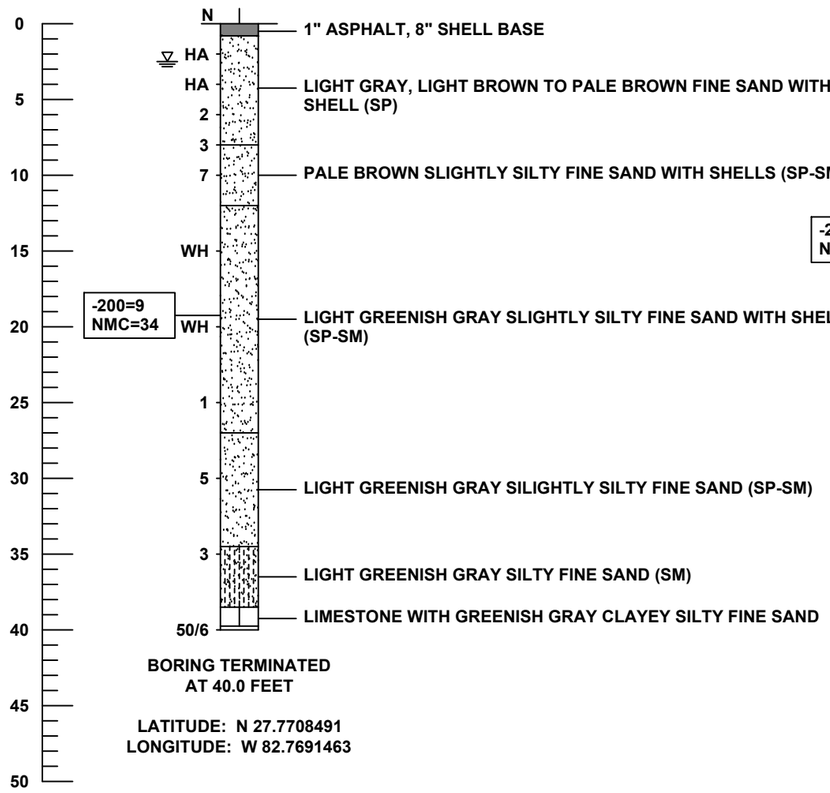
SOIL BORING PROFILES

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	3A

SPT-01

10/19/22

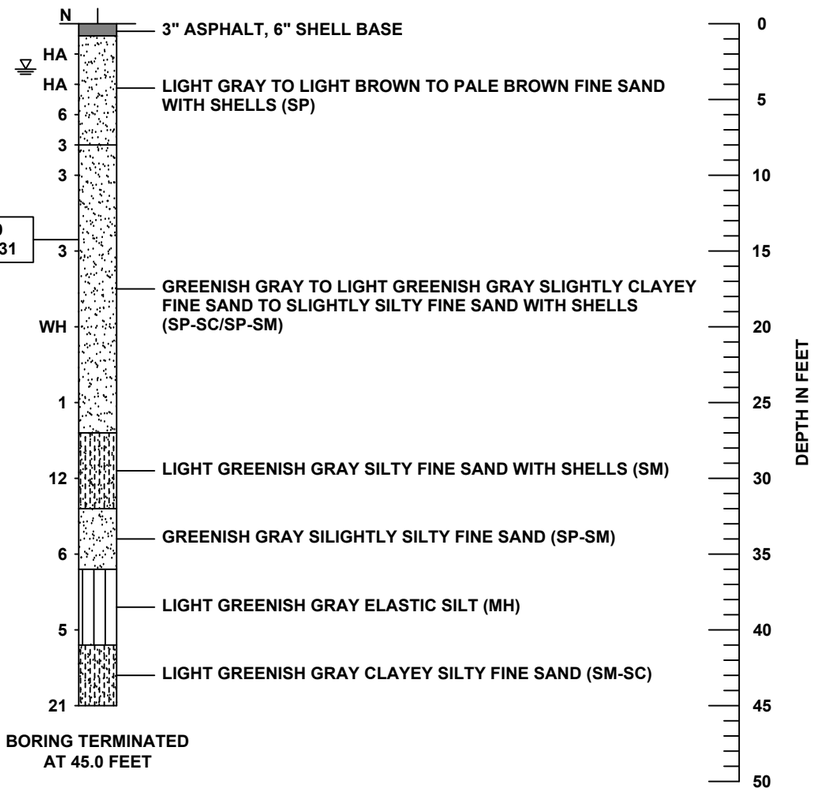


BORING TERMINATED
AT 40.0 FEET

LATITUDE: N 27.7708491
LONGITUDE: W 82.7691463

SPT-02

10/19/22



BORING TERMINATED
AT 45.0 FEET

LATITUDE: N 27.770702
LONGITUDE: W 82.768858

LEGEND

PAVEMENT

CLAYEY SAND (SC)

FINE SAND (SP/SP-SM/SP-SC)

SILT (MH)

SILTY SAND (SM/SM-SC)

LIMESTONE

SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND/OR LABORATORY TESTING

GROUNDWATER TABLE AT THE TIME OF DRILLING

GNE GROUNDWATER TABLE NOT ENCOUNTERED

N SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION

HA HAND AUGER

WH FELL UNDER WEIGHT OF ROD AND HAMMER

50/4 NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION

-200 FINES PASSING THE #200 STANDARD SIEVE (%)

NMC NATURAL MOISTURE CONTENT (%)

LL LIQUID LIMIT (%)

PI PLASTICITY INDEX (%)

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE LOOSE MEDIUM DENSE DENSE VERY DENSE	LESS THAN 4 4 to 10 10 to 30 30 to 50 GREATER THAN 50	LESS THAN 3 3 to 8 8 to 24 24 to 40 GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT SOFT FIRM STIFF VERY STIFF HARD	LESS THAN 2 2 to 4 4 to 8 8 to 15 16 to 30 GREATER THAN 30	LESS THAN 1 1 to 3 3 to 6 6 to 12 12 to 24 GREATER THAN 24
LIMESTONE CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
SOFT MEDIUM HARD VERY HARD	LESS THAN 20 20 to 50 51 to 50/3" GREATER THAN 50/3"	LESS THAN 17 17 to 41 42 to 50/6" GREATER THAN 50/6"

Soil Profile Notes:

1. The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.
2. Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.
3. The Boring Locations Presented are Approximate and Based on Hand Held GPS with an Accuracy of +/- 10 Feet.
4. SPT borings were performed using an automatic hammer.

ENVIRONMENTAL CLASSIFICATION:

SUBSTRUCTURE	CONCRETE: SLIGHTLY AGGRESSIVE
SUBSTRUCTURE	STEEL: SLIGHTLY AGGRESSIVE
SUPERSTRUCTURE	SLIGHTLY AGGRESSIVE

TEST RESULTS:

RESISTIVITY	7,000 OHMS-CM
CHLORIDES	30 PPM
SULFATES	3 PPM
pH	7.5

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:
AREHNA | Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
Certificate of Authorization No. 28410

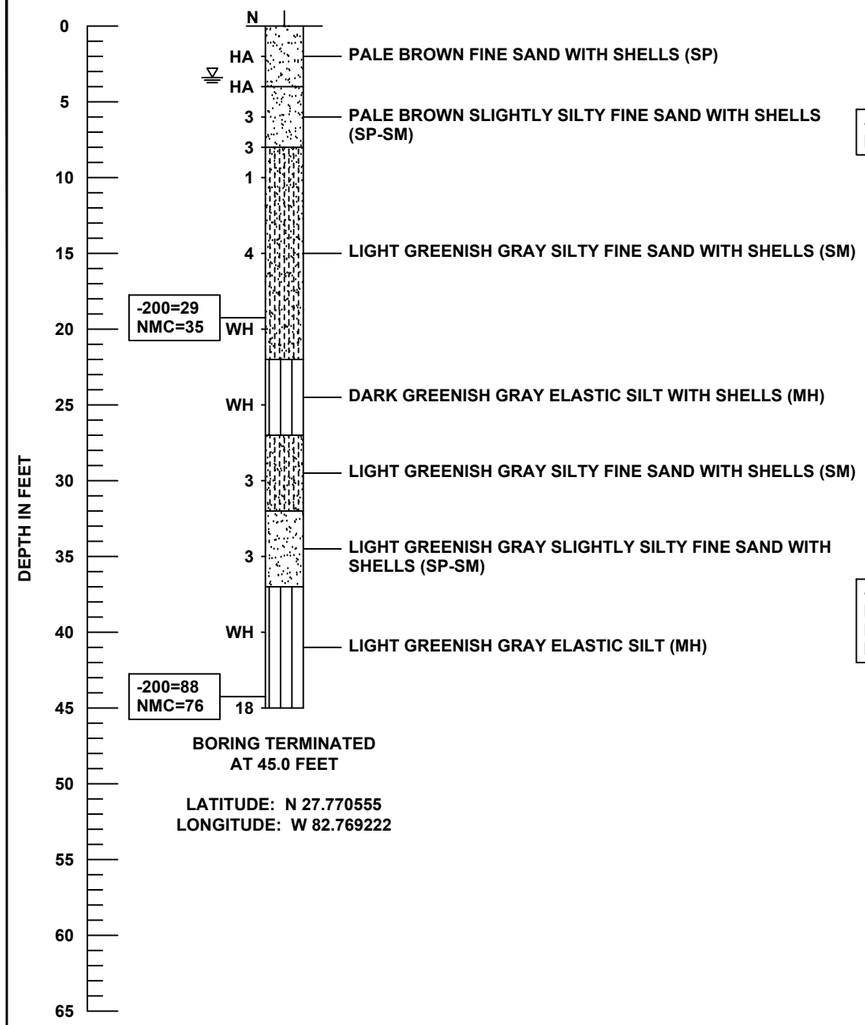
SOIL BORING PROFILES

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	3B

SPT-03

11/28/22

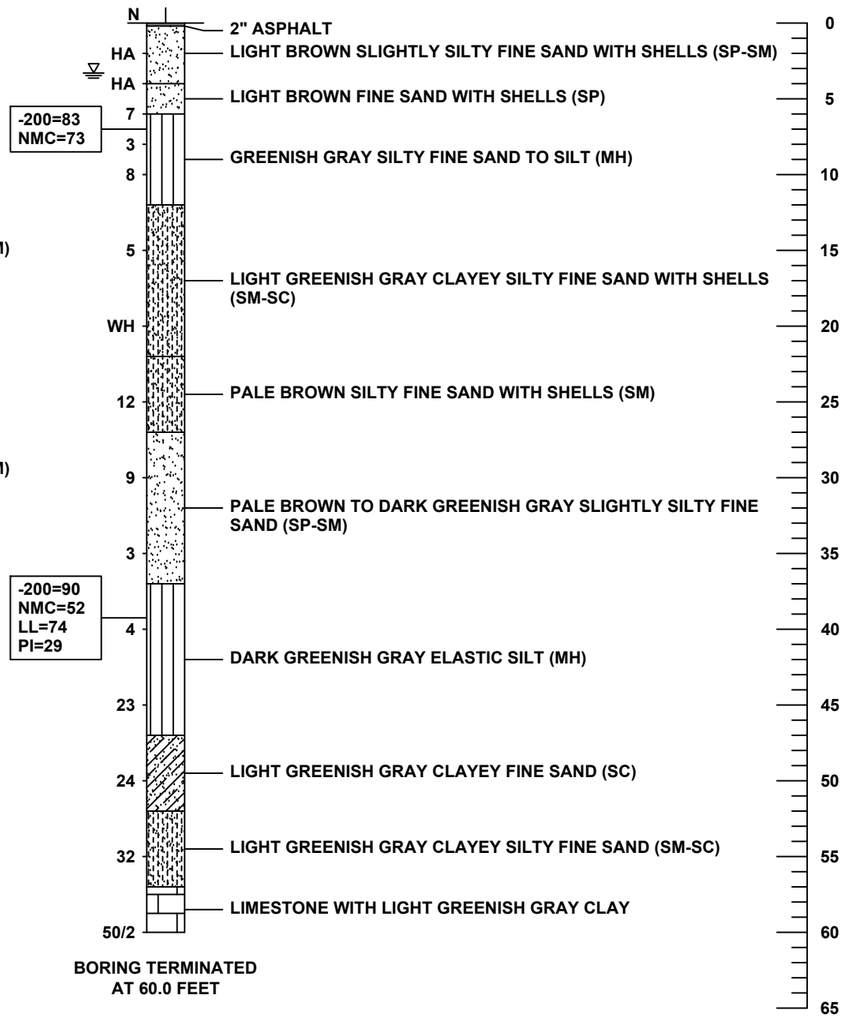


BORING TERMINATED
AT 45.0 FEET

LATITUDE: N 27.770555
LONGITUDE: W 82.769222

SPT-04

10/19/22



BORING TERMINATED
AT 60.0 FEET

LATITUDE: N 27.7708153
LONGITUDE: W 82.7694196

LEGEND

PAVEMENT

CLAYEY SAND (SC)

FINE SAND (SP/SP-SM/SP-SC)

SILT (MH)

SILTY SAND (SM/SM-SC)

LIMESTONE

SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND/OR LABORATORY TESTING

GROUNDWATER TABLE AT THE TIME OF DRILLING

GNE GROUNDWATER TABLE NOT ENCOUNTERED

N SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION

HA HAND AUGER

WH FELL UNDER WEIGHT OF ROD AND HAMMER

50/4 NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION

-200 FINES PASSING THE #200 STANDARD SIEVE (%)

NMC NATURAL MOISTURE CONTENT (%)

LL LIQUID LIMIT (%)

PI PLASTICITY INDEX (%)

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	16 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24
LIMESTONE CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
SOFT	LESS THAN 20	LESS THAN 17
MEDIUM	20 to 50	17 to 41
HARD	51 to 50/3"	42 to 50/6"
VERY HARD	GREATER THAN 50/3"	GREATER THAN 50/6"

Soil Profile Notes:

1. The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.
2. Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.
3. The Boring Locations Presented are Approximate and Based on Hand Held GPS with an Accuracy of +/- 10 Feet.
4. SPT borings were performed using an automatic hammer.

ENVIRONMENTAL CLASSIFICATION:

SUBSTRUCTURE	CONCRETE: SLIGHTLY AGGRESSIVE
SUBSTRUCTURE	STEEL: SLIGHTLY AGGRESSIVE
SUPERSTRUCTURE	SLIGHTLY AGGRESSIVE

TEST RESULTS:

RESISTIVITY	7,000 OHMS-CM
CHLORIDES	30 PPM
SULFATES	3 PPM
pH	7.5

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:

AREHNA | Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
Certificate of Authorization No. 28410

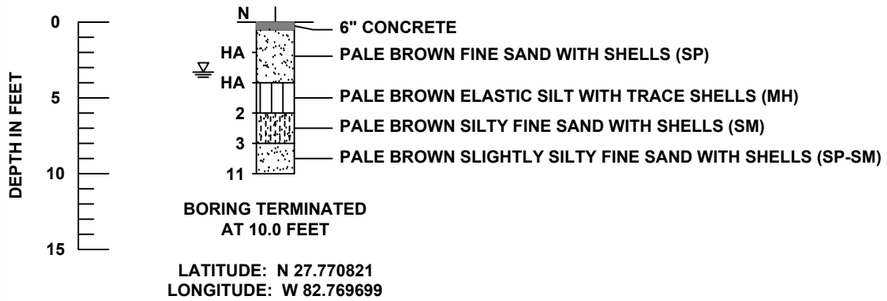
SOIL BORING PROFILES

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	3C

SPT-05

11/28/22



BORING TERMINATED AT 10.0 FEET

LATITUDE: N 27.770821
LONGITUDE: W 82.769699

SPT-06

11/28/22



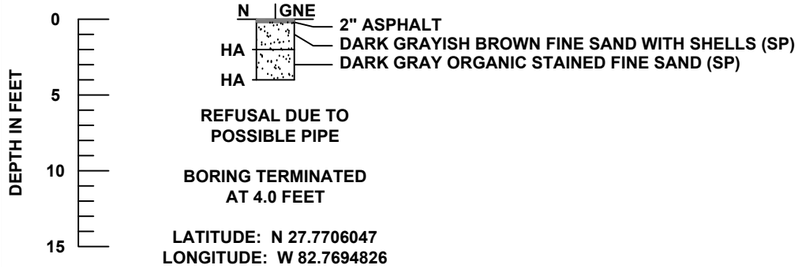
REFUSAL DUE TO CONCRETE PIPE

BORING TERMINATED AT 2.25 FEET

LATITUDE: N 27.7706438
LONGITUDE: W 82.769961

SPT-07

11/28/22



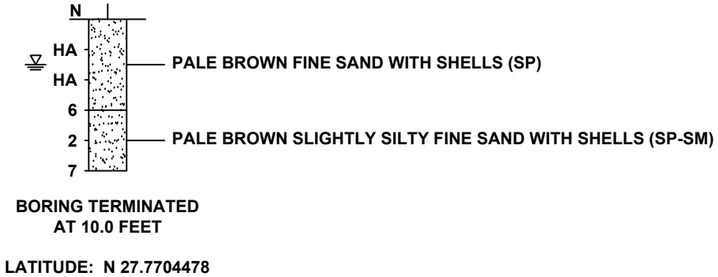
REFUSAL DUE TO POSSIBLE PIPE

BORING TERMINATED AT 4.0 FEET

LATITUDE: N 27.7706047
LONGITUDE: W 82.7694826

SPT-08

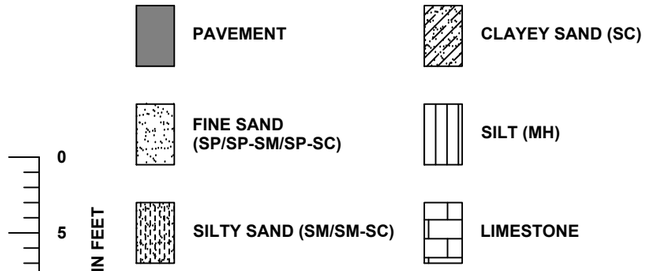
11/28/22



BORING TERMINATED AT 10.0 FEET

LATITUDE: N 27.7704478
LONGITUDE: W 82.769601

LEGEND



SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND/OR LABORATORY TESTING
▽	GROUNDWATER TABLE AT THE TIME OF DRILLING
GNE	GROUNDWATER TABLE NOT ENCOUNTERED
N	SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION
HA	HAND AUGER
WH	FELL UNDER WEIGHT OF ROD AND HAMMER
50/4	NUMBER OF BLOWS FOR 4 INCHES OF PENETRATION
-200	FINES PASSING THE #200 STANDARD SIEVE (%)
NMC	NATURAL MOISTURE CONTENT (%)
LL	LIQUID LIMIT (%)
PI	PLASTICITY INDEX (%)

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS-RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE LOOSE MEDIUM DENSE DENSE VERY DENSE	LESS THAN 4 4 to 10 10 to 30 30 to 50 GREATER THAN 50	LESS THAN 3 3 to 8 8 to 24 24 to 40 GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT SOFT FIRM STIFF VERY STIFF HARD	LESS THAN 2 2 to 4 4 to 8 8 to 15 16 to 30 GREATER THAN 30	LESS THAN 1 1 to 3 3 to 6 6 to 12 12 to 24 GREATER THAN 24
LIMESTONE CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
SOFT MEDIUM HARD VERY HARD	LESS THAN 20 20 to 50 51 to 50/3" GREATER THAN 50/3"	LESS THAN 17 17 to 41 42 to 50/6" GREATER THAN 50/6"

Soil Profile Notes:

1. The profiles depicted are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles include soil description, stratifications and penetration resistances. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual.
2. Groundwater levels generally fluctuate during periods of prolonged drought and extended rainfall and may be affected by man-made influences. In addition, a seasonal effect will also occur in which higher groundwater levels or temporary perched conditions are normally recorded in rainy seasons.
3. The Boring Locations Presented are Approximate and Based on Hand Held GPS with an Accuracy of +/- 10 Feet.
4. SPT borings were performed using an automatic hammer.

ENVIRONMENTAL CLASSIFICATION:

SUBSTRUCTURE	CONCRETE: SLIGHTLY AGGRESSIVE
SUBSTRUCTURE	STEEL: SLIGHTLY AGGRESSIVE
SUPERSTRUCTURE	SLIGHTLY AGGRESSIVE

TEST RESULTS:

RESISTIVITY	7,000 OHMS-CM
CHLORIDES	30 PPM
SULFATES	3 PPM
pH	7.5

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:
AREHNA | Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
Certificate of Authorization No. 28410

SOIL BORING PROFILES

	NAME	DATE
DESIGNED BY:	AS	12/2025
DRAWN BY:	DP	12/2025
CHECKED BY:	KH	12/2025
SUPERVISED BY:	Kevin M. Hill, P.E.	

PROJECT NAME	PROJECT NO.	SHEET NO.
TREASURE ISLAND PUMP STATION 108 AVE TREASURE ISLAND, FLORIDA	B-19-080.01	3D

APPENDIX B

Summary of USDA Soil Survey – Table 1
Summary of Laboratory Test Results – Table 2
Summary of Seasonal High Groundwater Table Estimate – Table 3
Summary of Corrosion Test Results – Table 4
Soil and Design Parameters
Field and Laboratory Procedures

TABLE 1
SUMMARY OF USDA SOIL SURVEY
TREASURE ISLAND FACILITY IMPROVEMENTS
TREASURE ISLAND, FLORIDA
AREHNA Project No. B-19-080.01

USDA Soil Type	Depth (inches)	USDA Soil Description	USCS	AASHTO	Permeability (ft/day)	Seasonal High Groundwater			Risk of Corrosion	
						Depth (feet)	Duration (months)	Kind	Steel	Concrete
Matlacha and St. Augustine soils and Urban land* (16)										
Matlacha	0-42	Sand	SP-SM, SP	A-3	4-12	2.0-3.2	Jun-Oct	Apparent	High	Low
	42-80	Sand, fine sand	SP-SM, SP	A-3	12 - 40					
St. augustine	0-8	Sand	SP-SM, SP	A-3	12-40	1.5-3.5	Jun-Oct	Apparent	High	Low
	8-33	Loamy fine sand	SP-SM	A-2-4	4-12					
	33-48	Fine sand, sand	SP-SM, SP	A-3	12-40					
	48-63	Sand, fine sand, loamy fine sand, sandy loam	SP-SM, SM	A-2-4	4-12					
	63-80	Sand	SP-SM, SP	A-3	12-40					

* Urban Land consists of areas where most of the soil surface is covered with impervious materials such as highways, parking lots and industrial areas. Because the soils have been reworked, they are no longer recognized as natural soils, and no data is provided.

TABLE 2
SUMMARY OF LABORATORY TEST RESULTS
TREASURE ISLAND FACILITY IMPROVEMENTS
TREASURE ISLAND, FLORIDA
AREHNA Project No. B-19-080.01

Boring No.	Sample Depth (feet)	Classification	Natural Moisture Content (%)	Sieve Analysis (% Passing)	Atterberg Limits	
				#200	LL	PI
SB-01	18.5 - 20.0	SC-SM	31	21	-	-
SB-01	38.5 - 40.0	CH	71	97	141	91
SPT - 01	18.5-20	SP-SM	34	9	-	-
SPT - 02	13.5-15	SP-SC	31	9	-	-
SPT - 03	18.5-20	SM	35	28	-	-
SPT - 03	43.5-45	MH	76	88	-	-
SPT - 04	6-8	MH	73	83	-	-
SPT - 04	38.5-40	MH	52	90	74	29

TABLE 3
SUMMARY OF SEASONAL HIGH GROUNDWATER TABLE ESTIMATE
TREASURE ISLAND FACILITY IMPROVEMENTS
TREASURE ISLAND, FLORIDA
AREHNA Project No. B-19-080.01

Boring No.	Boring Location		Boring Depth	Measured Groundwater Table		USDA Soil Survey		Estimated Seasonal High Water Depth (Feet)
	Latitude	Longitude	(feet)	Date Recorded	Depth[(1)] (feet)	Map Symbol	Estimated SHGWT Depth[(2)] (feet)	
SB-01	27.7704	-82.7695	40	11/12/2025	2.7	16	1.5-3.5	2 ± 0.5
CPT-01	27.7704	-82.7696	55	11/13/2025	3.2	16	1.5-3.5	2 ± 0.5
SPT-01	27.7708	-82.7691	40	10/19/2022	2.5	16	1.5-3.5	1.5 ± 0.5
SPT-02	27.7707	-82.7689	45	10/19/2022	3.0	16	1.5-3.5	2 ± 0.5
SPT-03	27.7706	-82.7692	45	11/28/2022	3.4	16	1.5-3.5	2.4 ± 0.5
SPT-04	27.7708	-82.7694	60	10/19/2022	3.3	16	1.5-3.5	2.3 ± 0.5
SPT-05	27.7708	-82.7697	10	11/28/2022	3.1	16	1.5-3.5	2.1 ± 0.5
SPT-06	27.7706	-82.7700	2	11/28/2022	GNE	16	1.5-3.5	2.0 ± 0.5
SPT-07	27.7706	-82.7695	4	11/28/2022	GNE	16	1.5-3.5	2.0 ± 0.5
SPT-08	27.7704	-82.7696	10	11/28/2022	3.0	16	1.5-3.5	2.0 ± 0.5

(1) Depth below existing grade at time of field work.

(2) Seasonal high water table depth below natural grade per Pinellas County, Florida USDA Soil Survey information.

GNE: Groundwater table not encountered within the boring termination depth.

TABLE4
SUMMARY OF CORROSION TEST RESULTS
TREASURE ISLAND FACILITY IMPROVEMENTS
TREASURE ISLAND, FLORIDA
AREHNA Project No. B-19-080.01

Boring Number	Sample Depth (feet)	USCS Classification	pH	Resistivity (ohm-cm)	Chlorides (PPM)	Sulfate (PPM)	Environmental Classification	
							Steel	Concrete
SPT-01	0-4	SP-SM	7.53	7000	30	3	Slightly Aggressive	Slightly Aggressive

AREHNA Project No. B-19-080.01

Boring: SB-01 **Water Table Design Depth:** 2 ft

Sample Depth (ft)	Actual SPT N-Value	USCS Soil Classification	Internal Friction Angle $(\phi)_{(1)}$	Total/ Moist Weight (γ_t) (pcf)	Bouyant Weight (γ_b) (pcf)	Subgrade Modulus for Lateral (k) (pci)	Undrained Shear Strength (S_u=2c) (psf)	At Rest Earth Pressure Coef. (K_o)	Passive Earth Pressure Coef (K_p)	Active Earth Pressure Coef (K_a)
0	5	SP-SM	29	102		10	0	0.52	2.88	0.35
2	5	SP-SM	29	102	40	10	0	0.52	2.88	0.35
4	15	SP-SM	32	113	51	35	0	0.47	3.25	0.31
6	35	SP-SM	38	122	60	95	0	0.38	4.20	0.24
8	25	SP	36	119	57	65	0	0.41	3.85	0.26
10	16	LS*	33	114	52	1051	0	0.46	3.39	0.29
15	60	LS*	40	129	67	2000	0	0.36	4.60	0.22
20	4	SC	24	100	38	8	0	0.59	2.37	0.42
25	10	SM	26	109	47	20	0	0.56	2.56	0.39
30	6	SP-SM	28	104	42	12	0	0.53	2.77	0.36
35	10	SP-SM	29	109	47	20	0	0.52	2.88	0.35
40	4	CL/CH/MH	0	111	49	46	380	1.00	1.00	1.00

1. Friction angle values account for overburden correction.

* Concrete debris zone is considered as Limestone

AREHNA Project No. B-19-080.01

Boring: SPT-03 **Water Table Design Depth:** 2 ft

Sample Depth (ft)	Actual SPT N-Value	USCS Soil Classification	Internal Friction Angle $(\phi)_1$	Total/ Moist Weight (γ_t) (pcf)	Bouyant Weight (γ_b) (pcf)	Subgrade Modulus for Lateral (k) (pci)	Undrained Shear Strength (S_u=2c) (psf)	At Rest Earth Pressure Coef. (K_o)	Passive Earth Pressure Coef (K_p)	Active Earth Pressure Coef (K_a)
0	15	SP	36	125	63	47	0	0.41	3.85	0.26
2	15	SP	35	125	63	47	0	0.43	3.69	0.27
4	15	SP-SM	33	116	54	47	0	0.46	3.39	0.29
6	3	SP-SM	28	100	38	8	0	0.53	2.77	0.36
8	3	SP-SM	28	100	38	8	0	0.53	2.77	0.36
10	0	SM	24	88	26	1	0	0.59	2.37	0.42
15	4	SP-SM	28	102	40	10	0	0.53	2.77	0.36
20	0	SM	24	88	26	1	0	0.59	2.37	0.42
25	0	CL/CH/MH	0	88	26	5	5	1.00	1.00	1.00
30	2	SM	24	94	32	4	0	0.59	2.37	0.42
35	3	SP-SM	28	100	38	8	0	0.53	2.77	0.36
40	0	CL/CH/MH	0	88	26	5	5	1.00	1.00	1.00
45	18	CL/CH/MH	0	127	65	954	2090	1.00	1.00	1.00

1. Friction angle values account for overburden correction

FIELD PROCEDURES

Standard Penetration Test (SPT) Borings

The SPT borings are performed in general accordance with ASTM D-1586, "Penetration Test and Split-Barrel Sampling of Soils." A rotary drilling process is used and bentonite drilling fluid is circulated in the boreholes to stabilize the sides and flush the cuttings. At regular intervals, the drilling tools are removed and soil samples are obtained with a standard 2-feet long, 2-inch diameter split-tube sampler. The sampler is first seated 6 inches and then driven an additional foot with blows of a 140-pound hammer falling under its own weight a distance of 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance." The penetration resistance, when properly interpreted, is an index to the soil strength and density.

LABORATORY PROCEDURES

Water Content

The water content is the ratio, expressed as a percentage, of the weight of water in a given mass of soil to the weight of the solid particles. This test is conducted in general accordance with AASHTO T-265/ASTM D-2974.

Atterberg Limits (Plasticity)

A soil's Plasticity Index (PI) is the numerical difference between the Liquid Limit (LL) and the Plastic limit (PL). The LL is the moisture content at which the soil will flow as a heavy viscous fluid and is determined in general accordance with AASHTO T-89/ASTM D-4318. The PL is the moisture content at which the soil begins to crumble when rolled into a small thread and is also determined in general accordance with AASHTO T-90/ASTM D-4318.

Fines Content

In this test, the sample is dried and then washed over a No. 200 mesh sieve. The percentage of soil by weight passing the sieve is the percentage of fines or portion of the sample in the silt and clay size range. This test is conducted in general accordance with AASHTO T-11/ASTM D-1140.

pH

pH is an expression of the concentration of dissociated hydrogen ions present in aqueous solution. pH values range from 1 to 14, with values below 7 indicating acidic conditions and values above 7 indicating alkaline conditions. This test is performed using a calibrated electronic pH meter with a sensing probe. The meter is calibrated by immersing the probe in a solution with a known pH. The soil pH is determined by mixing equal weights soil and distilled water and testing the supernatant solution with the pH probe. These tests were conducted in general accordance with FM 5-550.

Electrical Resistivity

Resistivity is a measure of the resistance to the flow of electrical current through the soil. Resistivity, the inverse of conductivity, is measured in units of ohms-centimeters. This test was conducted using a soil box and a resistance meter. These tests were performed in general accordance with FM 5-551.

Chloride Content

The chloride content of the soil sample was determined by titration with silver nitrate. The soil was rinsed with an amount of distilled water equal in weight to the dry soil. The soil was then removed from the water (which consisted

of distilled water and natural soil moisture) and the silver nitrate titration was performed on the water. These tests were performed in general accordance with FM 5-552.

Sulfate Content

The sulfate content of the soil sample was determined turbid metrically. The soil was rinsed with an amount of distilled water equal to the weight of the dry soil. The soil was then removed from the water (which consisted of distilled water and natural soil moisture) and the turbidity of the water was determined using a spectrophotometer. The turbidity gives an indirect indication of the sulfate content. This test was conducted in general accordance with FM 5-553.

APPENDIX C

Cone Penetrometer Testing Report

ATI GEOLOGICA
IN-SITU TESTING SPECIALISTS

Geotechnical Investigation using In-Situ Testing
Factual Report

Project:	Treasure Island Pump Station - CPT Investigation		
Author:	Peter Christensen		
Date:	11/26/2025	Project No.:	C225031
Distribution:	Kevin Hill	Representing:	AREHNA Engineering Inc.

Dear Kevin

ATI Geologica was appointed by AREHNA to undertake in-situ testing for a pump station site investigation in Treasure Island, FL. The purpose of the investigation was to perform a soil behavior evaluation of the soil encountered in Cone Penetrometer soundings and to provide a summary of the cone penetration test (CPT) data. I hereby present with this report, the findings of the investigation which was undertaken on November 13th, 2025.

Thank you for the opportunity to work with you on this project and if you have any questions, please don't hesitate to contact me.

Sincerely,

Peter Christensen
Principal

ATI Geologica LLC
St. Petersburg, FL
33707

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Equipment Setup	4
Results and Highlights	4
Appendix – CPT Data	5

Ambient Technologies Inc. & Subsidiaries **ATI Geologica LLC – In-situ Testing** **ATI Companies LLC – Drilling**
Headquarters: 5709 1st Avenue South, St. Petersburg, FL, 33707
www.ambienttech.com Office: +1 (727) 328-0268 Mobile: +1 (941) 557-3993 peter@ambienttech.com

Introduction

AREHNA instructed ATI Geologica to undertake cone penetration testing for location in Pinellas County, FL. The investigation included one cone penetration test to 60 ft or refusal to investigate the ground conditions. The CPT was performed in an unpaved area west of the concrete access road (Figure 1.). Hand augering came across an unidentified object at around 5 ft bgs and so the CPT was moved 5 ft NNW of the originally staked location.

This factual report summarizes the results of the cone penetration testing, including highlights and a more comprehensive evaluation of the results using GeoLogismiki CPeT-IT, a proprietary software written in collaboration with Dr. Peter K. Robertson. The CPeT-IT software has the advantage of being able to combine similar soil layers and produce a summary table of soil properties for these layers.

A typical soil behavior evaluation of the materials encountered in the soundings is also presented with the Cone Penetration Test data.

No additional testing was requested. The sounding was located according to a site plan and ground stake provided by AREHNA, see Figure 1.

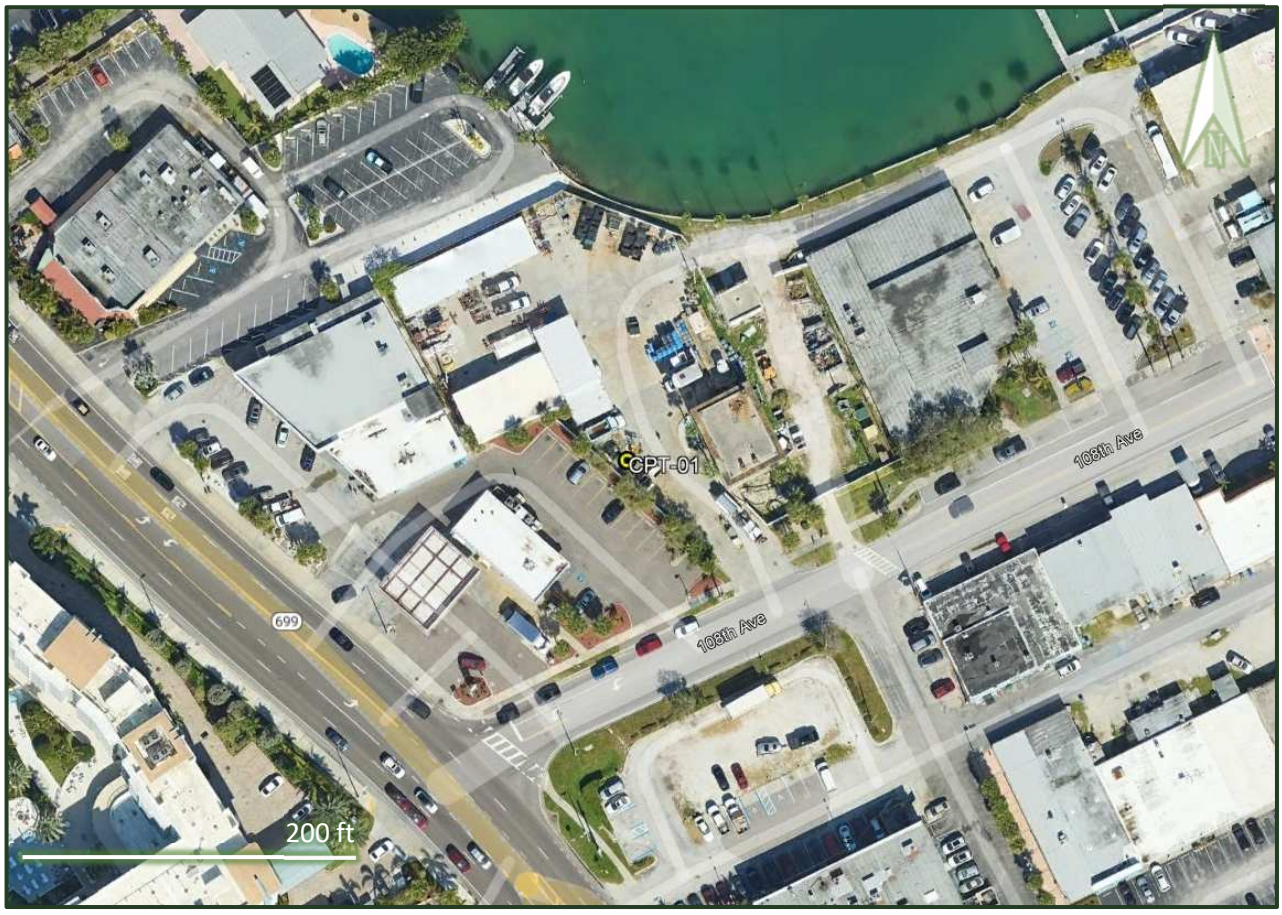


Figure 1. Sounding location

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Equipment Setup

The test was performed using a track-mounted TMG CPT-223 rig anchored using two helical anchors. An electronic piezocone manufactured by Vertek was advanced at a rate of approximately 2 cm/s. The data was recorded using the Vertek DataPack and their proprietary software, CPTSND. The data was then processed using Vertek's Coneplot to obtain the raw data and basic graphs and tables.

Results and Highlights

The upper 16 feet comprises Sand and some slightly Silty Sand as depicted by the soil behaviour type (SBT) chart with a very soft (N60 of 2 blows/ft) sensitive fine-grained material between approximately 6 and 8.5 ft bgs. A layer depicted as dense Sand (possibly relict compacted fill) from 9 to 16 ft bgs was recorded with a relatively high tip resistance at 14 ft bgs.

From 16 to 24 ft bgs, soft Clay and Silty Clay was recorded, exhibiting higher fines content and lower tip resistances (mostly below 10 tsf). From 24 to 49 ft bgs, the soil profile comprises alternating medium dense Sands, Silts and firm Silty Clays and mixes thereof as depicted by the SBT chart.

Two distinct very stiff to hard fine grained clayey layers were recorded from 49 to 51 and 52.5 and 54.5 ft bgs with peak SPT N60 values of 45 and 48 blows/ft respectively. The cone refused in very dense Sand or limestone bedrock encountered at 55 ft bgs.

The data collected is considered to be accurate and representative of the location.

The GeoLogismiki interpreted CPT data is presented in the Appendix.

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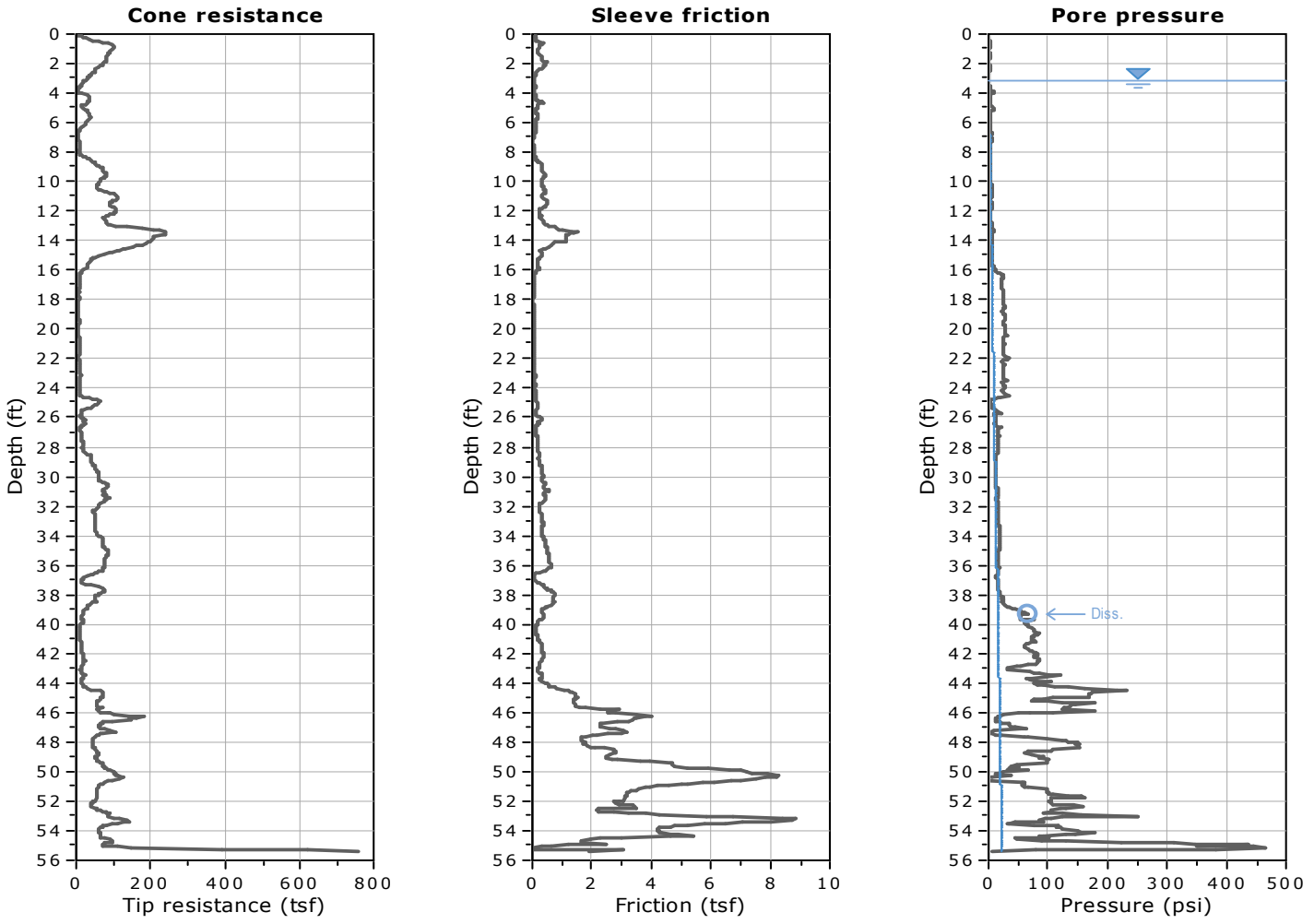
Appendix – CPT Data

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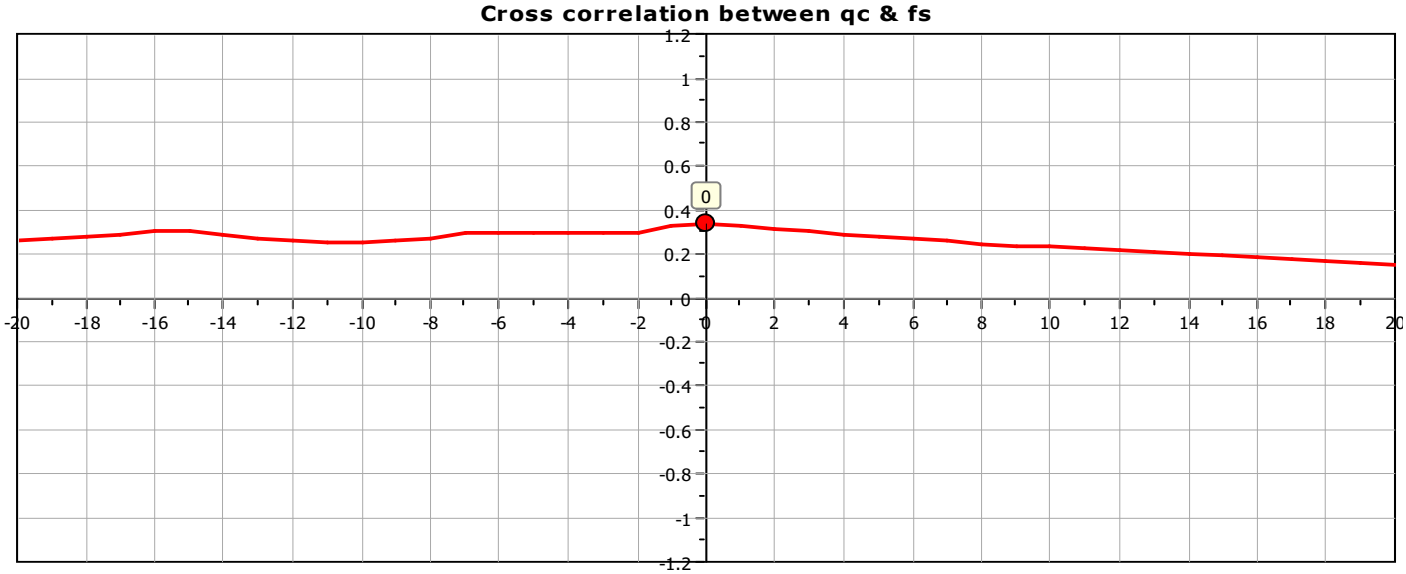
ATI Geologica LLC
In-situ Testing Specialists
5709 1st Ave South, St. Petersburg, FL
33707

Project: **Treasure Island Pump Station**
Location: **27°46'13.6"N 82°46'10.4"W**

CPT: CPT-01
Total depth: 55.39 ft, Date: 11/13/2025



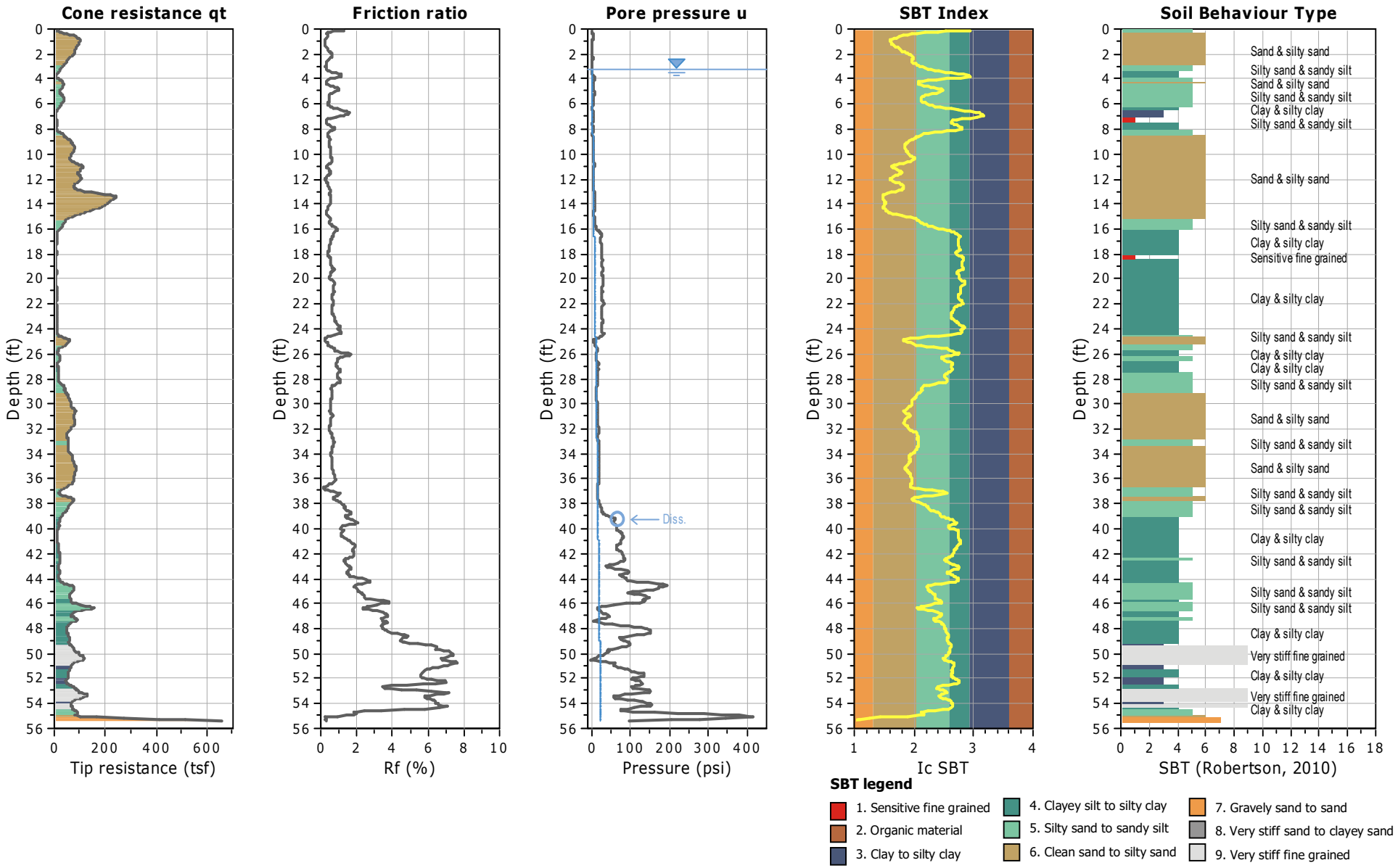
The plot below presents the cross correlation coeficient between the raw qc and fs values (as measured on the field). X axes presents the lag distance (one lag is the distance between two sucessive CPT measurements).



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Dissipation Tests Results

Dissipation tests

Dissipation tests consists of stopping the piezocone penetration and observing porepressures (u) with elapsed time (t). The data are automatic recorded by the field computer and should take place until a minimum of 50% dissipation.

The porepressures are plotted as a function of square root of (t). The graphical technique suggested by Robertson and Campanella (1989), yields a value for t_{50}, which corresponds to the time for 50% consolidation.

The value of the coefficient of consolidation in the radial or horizontal direction c_h was then calculated by Houlsby and Teh's (1988) theory using the following equation:

$$c_h = \frac{T \times r^2 \times I_r^{0.5}}{t_{50}}$$

where:

T: time factor given by Houlsby and Teh's (1988) theory corresponding to the porepressure position
r: piezocone radius
I_r: stiffness index, equal to shear modulus G divided by the undrained strength of clay (S_u).
t_{50}: time corresponding to 50% consolidation

Permeability estimates based on dissipation test

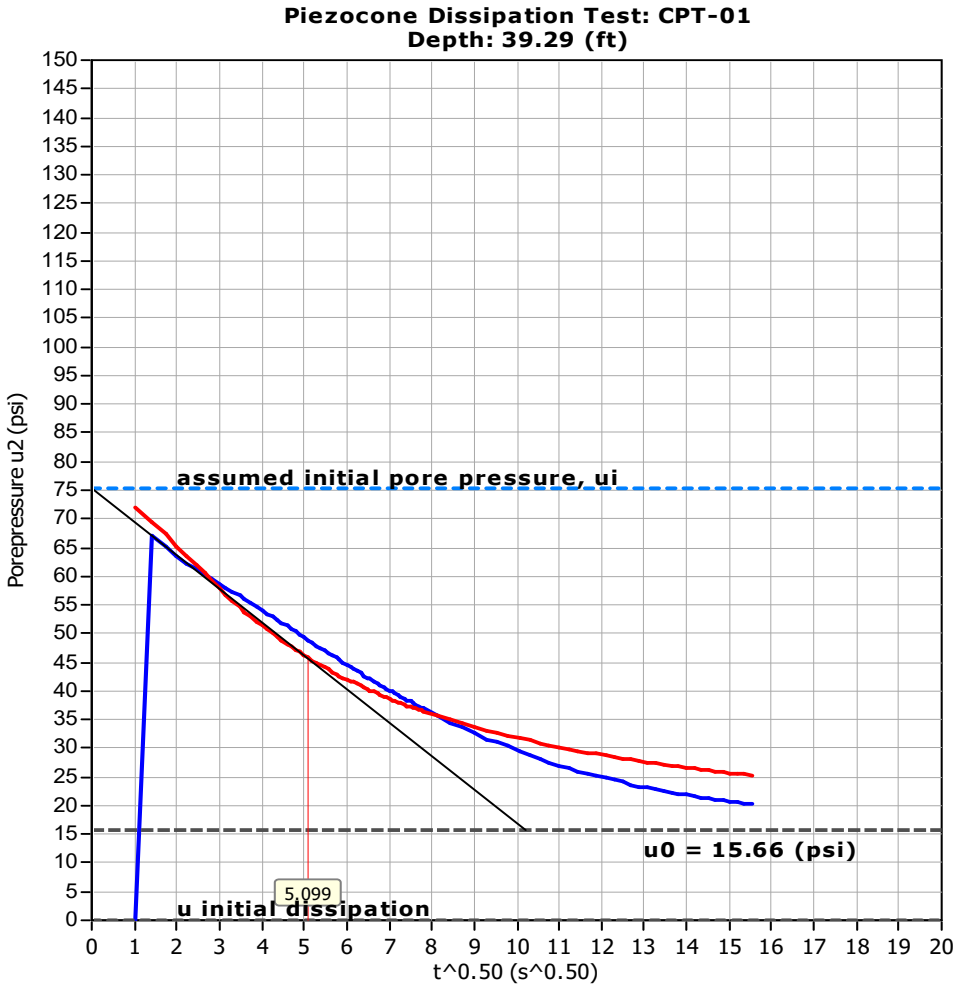
The dissipation of pore pressures during a CPTu dissipation test is controlled by the coefficient of consolidation in the horizontal direction (c_h) which is influenced by a combination of the soil permeability (k_h) and compressibility (M), as defined by the following:

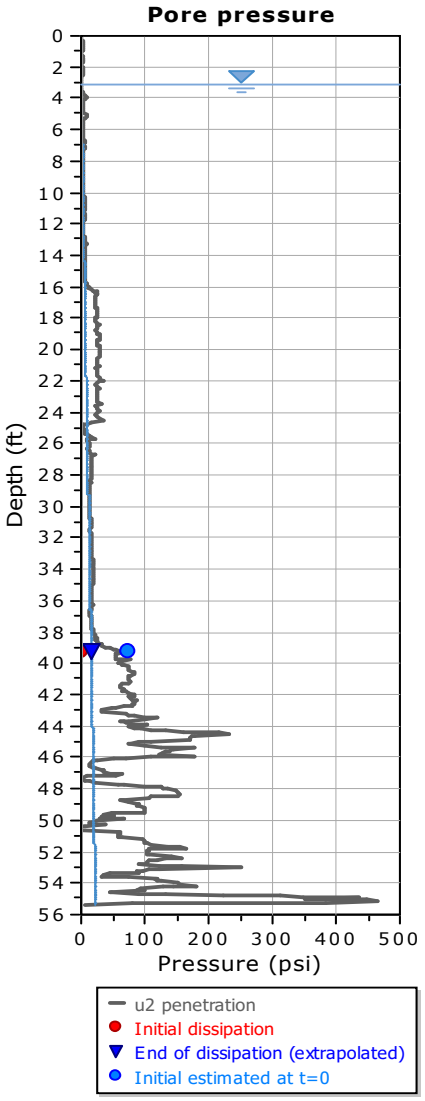
$$k_h = c_h \times \gamma_w / M$$

where: M is the 1-D constrained modulus and γ_w is the unit weight of water, in compatible units.

Tabular results

CPTU Borehole	Depth (ft)	$(t_{50})^{0.50}$	t_{50} (s)	t_{50} (years)	G/S_u	c_h (ft^2/s)	c_h (ft^2/year)	M (tsf)	k_h (ft/s)
CPT-01	39.29	5.1	26	8.24E-007	407598.44	2.01E-003	63536	149.64	4.20E-007

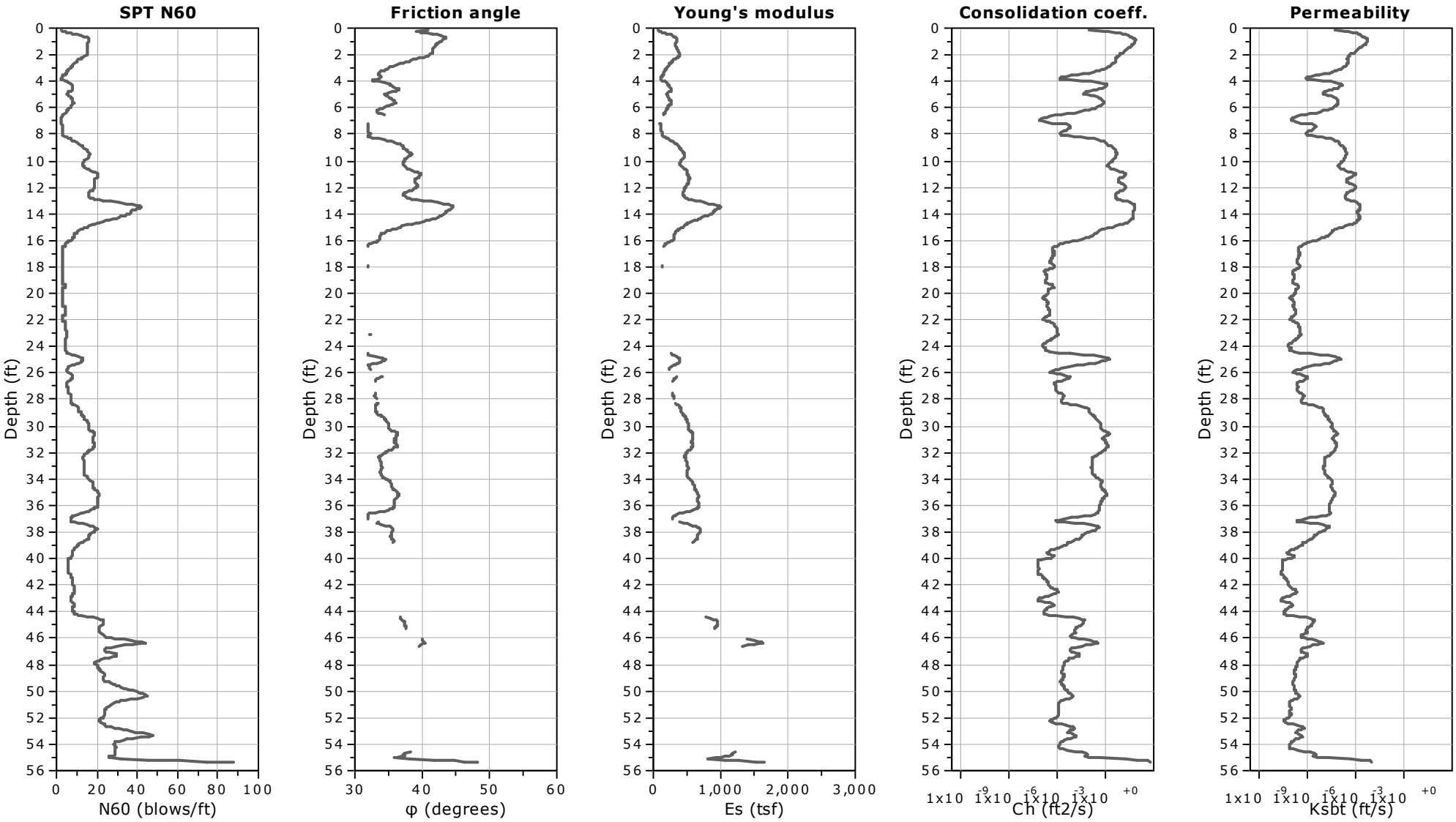

Piezocone Dissipation Test: CPT-01
Depth: 39.29 (ft)
Porepressure u2 (psi)
assumed initial pore pressure, ui
u0 = 15.66 (psi)
u initial dissipation
5.099
t^0.50 (s^0.50)


Pore pressure
Depth (ft)
Pressure (psi)
u2 penetration
Initial dissipation
End of dissipation (extrapolated)
Initial estimated at t=0

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Total depth: 55.39 ft, Date: 11/13/2025



Presented below is a list of formulas used for the estimation of various soil properties. The formulas are presented in SI unit system and assume that all components are expressed in the same units.

:: Unit Weight, g (kN/m³) ::

$$g = g_w \cdot \left(0.27 \cdot \log(R_f) + 0.36 \cdot \log(\frac{q_t}{p_a}) + 1.236 \right)$$

where g_w = water unit weight

:: Permeability, k (m/s) ::

$I_c < 3.27$ and $I_c > 1.00$ then $k = 10^{0.952-3.04 \cdot I_c}$

$I_c \leq 4.00$ and $I_c > 3.27$ then $k = 10^{-4.52-1.37 \cdot I_c}$

:: N_{SPT} (blows per 30 cm) ::

$$N_{60} = \left(\frac{q_c}{P_a} \right) \cdot \frac{1}{10^{1.1268-0.2817 \cdot I_c}}$$

$$N_{1(60)} = Q_{tn} \cdot \frac{1}{10^{1.1268-0.2817 \cdot I_c}}$$

:: Young's Modulus, Es (MPa) ::

$(q_t - \sigma_v) \cdot 0.015 \cdot 10^{0.55 \cdot I_c + 1.68}$

(applicable only to $I_c < I_{c_cutoff}$)

:: Relative Density, Dr (%) ::

$100 \cdot \sqrt{\frac{Q_{tn}}{k_{DR}}}$ (applicable only to SBT_n: 5, 6, 7 and 8 or $I_c < I_{c_cutoff}$)

:: State Parameter, ψ ::

$$\psi = 0.56 - 0.33 \cdot \log(Q_{tn,cs})$$

:: Drained Friction Angle, φ (°) ::

$\varphi = \varphi'_{cv} + 15.94 \cdot \log(Q_{tn,cs}) - 26.88$

(applicable only to SBT_n: 5, 6, 7 and 8 or $I_c < I_{c_cutoff}$)

:: 1-D constrained modulus, M (MPa) ::

If $I_c > 2.20$
$\alpha = 14$ for $Q_{tn} > 14$
$\alpha = Q_{tn}$ for $Q_{tn} \leq 14$
$M_{CPT} = \alpha \cdot (q_t - \sigma_v)$

If $I_c \geq 2.20$

$$M_{CPT} = 0.03 \cdot (q_t - \sigma_v) \cdot 10^{0.55 \cdot I_c + 1.68}$$

:: Small strain shear Modulus, Go (MPa) ::

$$G_0 = (q_t - \sigma_v) \cdot 0.0188 \cdot 10^{0.55 \cdot I_c + 1.68}$$

:: Shear Wave Velocity, Vs (m/s) ::

$$V_s = \left(\frac{G_0}{\rho} \right)^{0.50}$$

:: Undrained peak shear strength, Su (kPa) ::

$N_{kt} = 10.50 + 7 \cdot \log(F_r)$ or user defined

$$S_u = \frac{(q_t - \sigma_v)}{N_{kt}}$$

(applicable only to SBT_n: 1, 2, 3, 4 and 9 or $I_c > I_{c_cutoff}$)

:: Remolded undrained shear strength, Su(rem) (kPa) ::

$S_{u(rem)} = f_s$ (applicable only to SBT_n: 1, 2, 3, 4 and 9 or $I_c > I_{c_cutoff}$)

:: Overconsolidation Ratio, OCR ::

$$k_{OCR} = \left[\frac{Q_{tn}^{0.20}}{0.25 \cdot (10.50 \cdot +7 \cdot \log(F_r))} \right]^{1.25}$$ or user defined

$OCR = k_{OCR} \cdot Q_{tn}$

(applicable only to SBT_n: 1, 2, 3, 4 and 9 or $I_c > I_{c_cutoff}$)

:: In situ Stress Ratio, Ko ::

$$K_O = (1 - \sin\varphi') \cdot OCR^{\sin\varphi'}$$

(applicable only to SBT_n: 1, 2, 3, 4 and 9 or $I_c > I_{c_cutoff}$)

:: Soil Sensitivity, S_t ::

$$S_t = \frac{N_S}{F_r}$$

(applicable only to SBT_n: 1, 2, 3, 4 and 9 or $I_c > I_{c_cutoff}$)

:: Peak Friction Angle, φ' (°) ::

$$\varphi' = 29.5° \cdot B_q^{0.121} \cdot (0.256 + 0.336 \cdot B_q + \log Q_t)$$

(applicable for $0.10 < B_q < 1.00$)

References

• Robertson, P.K., Cabal K.L., Guide to Cone Penetration Testing for Geotechnical Engineering, Gregg Drilling & Testing, Inc., 5th Edition, November 2012

• Robertson, P.K., Interpretation of Cone Penetration Tests - a unified approach., Can. Geotech. J. 46(11): 1337–1355 (2009)

• N Barounis, J Philpot, Estimation of in-situ water content, void ratio, dry unit weight and porosity using CPT for saturated sands, Proc. 20th NZGS Geotechnical Symposium

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AIA® Document A141® – 2024

Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project

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

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Treasure Island Florida
10451 Gulf Blvd.
Treasure Island, FL 33706

and the Design-Builder:
(Name, legal status, address, and other information)

Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd.
Belleair, FL 33756

for the following Project:
(Name, location, and detailed description)

Public Safety Facility
120 108th Avenue
Treasure Island, FL

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

(For each item in Section 1.1.1 through 1.1.10, insert the information or a statement such as "not applicable" or "unknown at the time of execution.)

§ 1.1.1 The Owner's program for the Project:

(Identify below, or in an attached exhibit, the documentation in which the program is set forth, or state the manner in which the program will be developed.)

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

Design Criteria Package

§ 1.1.3 The Project's physical characteristics:
(Identify or describe below, or in an attached exhibit, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical or environmental reports; site, boundary, topographic, or existing building surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; Project and site requirements; etc.)

The proposed project is located at the site of the old City Hall complex (120 108th Avenue), with the existing Public Works Yard located immediately to the West. Geotechnical reports, environmental studies and topographic survey will be furnished to the Design-Build contractor by the Owner.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify below, or in an attached exhibit, the Owner's Sustainable Objective for the Project, such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141→–2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit C, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions, and Work related to the Owner's Sustainable Objective.)

Not Applicable

§ 1.1.5 The Owner's building information modeling requirements for the Project, if any:
(Identify below, or in an attached exhibit, the Owner's building information modeling requirements for the Project, such as the requirement that the Design-Builder provide a model for subsequent use by the Owner or share models with the Owner's Consultants and Separate Contractors. If the parties agree upon protocols for transmission of, use of, and reliance on information or documentation in digital form, then identify and attach that document.)

Not Applicable

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide the Owner's total budget for the Design Services, Construction Work, related services, and reasonable contingencies, required to fulfill the Design-Builder's obligations under the Design-Build Documents following execution of the Design Build Amendment. If known, include a line-item breakdown of costs.)

TBD at GMP Submission

§ 1.1.7 The Owner's anticipated design and construction milestones:

.1 Design Builder's Proposal submission date:

Three (3) months from Notice to Proceed

.2 Construction commencement date:

The commencement date will be based on receipt of an acceptable Guaranteed Maximum Price (GMP) and negotiated contract.

.3 Substantial Completion date or dates:

16 months construction, followed by two months of final punch list commissioning

.4 Other milestone dates:

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(Include other dates, such as milestones for Evaluation of the Owner's Criteria, Preliminary Design, the anticipated start of construction, or phased completion dates.)

§ 1.1.8 In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:
(List name, legal status, address and other information.)

Kimley Horn - This consultant, which is currently employed by the City, will provide related information regarding possible internal driveway connection, shared utilities, and design and permitting of this site stormwater management system.

§ 1.1.9 Additional Owner's Criteria upon which this Agreement is based:
(Identify below, or in an attached exhibit, special characteristics or needs of the Project not identified elsewhere.)

Not Applicable – may be added later via Amendment

§ 1.1.10 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling, multiple bid packages, or phased construction.)

Early Precast Procurement for Design Services – Early Site and Foundation Package

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address, and other information.)

Mr. Gary Volenec
Public Works Director
Treasure Island
10451 Gulf Blvd., Treasure Island, FL 33706
727-547-4575 Ext. 251
gvolenec@mytreasureisland.org

§ 1.2.2 The Owner will retain the following consultants and Separate Contractors:
(List name, address, and other information.)

.1 Land Surveyor:

Russell Hyatt, Hyatt Surveying/SAM

.2 Geotechnical Engineer:

Andrew T. Sway
Arehna Engineering, Inc.
5012 W. Lemon Street, Tampa, FL 33609
813-944-3464 Ext. 316
asway@arehna.com

.3 Other consultants:
(List any other consultants, e.g., Cost Consultant, Scheduling Consultant, to be retained by the Owner.)

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.4 Separate Contractors:
(List any Separate Contractors to be retained by the Owner.)

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Vito DiRuggiero
Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd., Belleair, FL 33756
727-585-2084
vdiruggiero@biltmorefl.com

§ 1.2.4 In addition to those persons or entities identified in Section 1.1.8, the Design-Builder shall retain the Architect, Consultants, Subcontractors, and suppliers, identified below:
(List name, discipline, address, and other information.)

Wannemacher Jensen Architects

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

§ 1.3 Dispute Resolution

§ 1.3.1 Initial Resolution of Claims. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Construction Work set forth in Section 12.2.2, or arising under Sections 10.3 and 10.4, shall be:
(Check the appropriate box.)

[**X**] Subject to a Meet and Confer obligation in accordance with Section 15.2.1.

[ ] Referred to the following Project Neutral for an initial decision in accordance with Section 15.2.2.
(Insert name, address, and contact information for Project Neutral.)

If the Owner and Design-Builder do not select a Project Neutral above, the Parties shall meet and confer as a condition precedent to mediation pursuant to Section 15.3.

§ 1.3.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[**X**] Arbitration pursuant to Section 15.4

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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

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§ 1.4 Definitions

§ 1.4.1 Architect. The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.2 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is designated as "confidential."

§ 1.4.3 Consultant. A Consultant is a person or entity providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

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

§ 1.4.5 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as set forth in the Design-Build Amendment.

§ 1.4.6 Contract Time. The Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

§ 1.4.7 Subcontractor. A Subcontractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. Each Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

§ 1.4.8 Cost of the Work. The Cost of the Work includes all costs reasonably incurred by the Design-Builder in the proper performance of the Work as described in Article B.6 of the Design-Build Amendment.

§ 1.4.9 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.10 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, this Agreement), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Drawings, Specifications, and other documents listed in the Design-Build Amendment. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.4.11 Design-Builder. The Design-Builder is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.12 Work. "Work" means the (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, (b) Design Services, and (c) Construction Work.

§ 1.4.12.1 Design Services. "Design Services" are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Builder's obligations under the Design-Build Documents. Design Services do not include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Builder.

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§ 1.4.12.2 Construction Work. "Construction Work" is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Design-Builder to fulfill the Design-Builder's obligations under the Design-Build Documents.

§ 1.4.13 Early Release Work. "Early Release Work" is a limited, predetermined portion of the Project or scope of the Work that the Owner authorizes the Design-Builder to commence before the parties execute the Design-Build Amendment.

§ 1.4.14 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.4.15 Notice

§ 1.4.15.1 Except as otherwise provided in Section 1.4.15.2, where the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth below:
(Insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission. If the parties agree upon protocols for electronic transmission of notice, identify and attach that document.)

§ 1.4.15.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.4.16 Owner. The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.17 The Project. The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

§ 1.5 The Owner and Design-Builder may rely on the Owner's Criteria set forth in Article 1. If the Owner's Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder's services, and the Design Builder's compensation. The Owner shall adjust the Owner's budget in Section 1.1.6 and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner's Criteria.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment

§ 2.1.1 For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:
(Insert amount of, or basis for, compensation, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

TBD via Amendment

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder's, Architect's, Consultants', and Subcontractors' normal review practices.

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(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Dedicated data and communication services, teleconferences, and Project web sites and cloud services;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 All taxes levied on professional services and on reimbursable expenses; and
.9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus fifteen percent (15 %) of the expenses incurred.

§ 2.1.4 Additional Services. With the Owner's written approval, the Design-Builder shall provide services not included in Article 4 for additional compensation. Such services may include

.1 services necessitated by a change in the Owner's Criteria, or previous instructions or approvals given by the Owner;
.2 services necessitated by a material change in the Project made at the Owner's request, including (1) a change in Project size, quality, or complexity, or (2) a change in the Owner's schedule or budget;
.3 changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations; and
.4 services necessitated by a failure to complete the services under Article 4 within ( ) months of the date of this Agreement through no fault of the Design-Builder.

§ 2.1.4.5 Compensation for Additional Services. If the Owner authorizes the Design-Builder to perform additional services under Section 2.1.4, the Owner shall compensate the Design-Builder for such additional services as follows:
(Insert amount of, or basis for, compensation.)

§ 2.1.5 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.5.1 Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment shall be made monthly upon presentation of the Design-Builder's invoice.

§ 2.1.5.1.1 Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

3 % three

§ 2.1.5.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

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§ 2.2 Payment for Early Release Work
For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties.

§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment
§ 2.3.1 For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum as set forth in Article 9 and the Design-Build Amendment.

§ 2.3.2 Liquidated Damages
The Design-Builder's liability for liquidated damages resulting from the Design-Builder's failure to achieve Substantial Completion within the Contract Time shall be as follows:
(For each item in Section 2.3.2.1 through 2.3.2.4, insert the information or a statement such as "not applicable".)

.1 Insert the monetary amount of liquidated damages, if any, to be assessed:
(Identify the monetary amount of liquidated damages, the incremental period of time for each assessment, and whether that amount is uniform or variable over time.)

$500 per calendar day

.2 Insert the date(s) or event(s), if any, that triggers the commencement of the assessment of liquidated damages, if other than the date of Substantial Completion of the entire Project:

TBD

.3 Insert the limit, if any, on the total amount of liquidated damages:

$50,000 usd

.4 Insert any other terms for liquidated damages:

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

§ 3.1 General
§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner.

§ 3.1.4 If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

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§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. The Owner understands and agrees that the services of such parties are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

§ 3.1.8 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

§ 3.1.9 Progress Reports

§ 3.1.9.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- **.1** Work completed for the period;
- **.2** Project schedule status;
- **.3** Submittal schedule and status report, including a summary of outstanding Submittals;
- **.4** Requests for information to be provided by the Owner, including those that are outstanding;
- **.5** Approved Change Orders and Change Directives;
- **.6** Pending Change Order and Change Directive status reports;
- **.7** Tests and inspection reports;
- **.8** Status report of Work rejected by the Owner;
- **.9** Status of submissions and approvals required by authorities having jurisdiction over the Project;
- **.10** Status of Claims previously submitted in accordance with Article 15;
- **.11** Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- **.12** Current Project cash-flow and forecast reports;
- **.13** A cost summary, comparing actual costs to updated cost estimates, if the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price; and
- **.14** Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.10 Design-Builder's Schedule

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner.

§ 3.1.11 Standard of Care

The Design-Builder shall perform (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, and (b) Design Services consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances.

§ 3.1.12 Warranty

The Design-Builder warrants to the Owner that the Construction Work furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The

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Design-Builder further warrants that the Construction Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in their quality or otherwise expressly permitted by the Design-Build Documents. Construction Work not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the materials, equipment, or construction not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

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

§ 3.1.14 Indemnification Per State Statutes

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, the Owner's consultants, and agents and employees of any of them, from and against third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, a Subcontractor, Architect, consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not include a duty to defend.

§ 3.1.14.2 In claims against any person or entity indemnified under this Section 3.1.14 by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 14.1.4 or 14.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

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§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 11 and AIA Document A141→–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit A, Insurance and Bonds.

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

§ 4.1 General

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

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

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

§ 4.2.2 The Design-Builder shall schedule and conduct meetings with the Owner and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.2.3 The Design-Builder shall prepare and submit a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

.1 A description of local conditions under which the Work is to be performed, including conditions that may affect performance of the Work;

.2 Illustrations depicting the scale and relationship of the Project components, including possible alternative approaches to design and construction of the Project;

.3 Allocations of program functions, detailing each function and their square foot areas, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's program functions;

.4 Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction;

.5 A preliminary estimate of the Contract Sum, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;

.6 A preliminary estimate of the compensation for Design Services to be performed after execution of the Design Build Amendment;

.7 An evaluation of the compliance of the Owner's Criteria with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and, if necessary, recommendations to adjust the Owner's Criteria to conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities;

.8 A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; and (v) review and approval of submissions by authorities having jurisdiction;

.9 If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule; and

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

§ 4.2.4 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3.

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§ 4.2.5 If the Owner's consent granted pursuant to Section 4.2.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 6.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.4, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

.1 Confirmation of the allocations of program functions;
.2 Site plan;
.3 Building plans, sections, and elevations;
.4 Structural system;
.5 Selections of major building systems, including but not limited to mechanical, electrical, and plumbing systems; and
.6 Outline specifications or sufficient drawing notes describing construction materials.

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

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

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner with a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto;
.2 A list of all Submittals that will be submitted to the Owner in accordance with Section 5.3.2;
.3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal;
.4 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a Fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
.5 The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;
.6 A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and
.7 A date by which the Owner must accept the Design-Builder's Proposal.

§ 4.4.2 The Design-Builder shall meet with the Owner to review the Design-Builder's Proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 4.4.3 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.5 Design-Build Amendment

§ 4.5.1 If the Owner and Design-Builder agree on the Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the Contract Sum with the information and assumptions upon which it is based, the Contract Time, and the terms of their agreement.

§ 4.5.2 The Design-Builder shall not incur any cost to be paid as part of the Contract Sum prior to the execution of the Design-Build Amendment, unless the Owner provides prior written authorization for such costs.

§ 4.5.3 Any agreement to commence Early Release Work shall not waive the Owner's right to reject the Design-Builder's Proposal.

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ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction Work

§ 5.2.1 Commencement. Except for any Early Release Work described in Section 5.2.2, the date of commencement of the Construction Work shall be the date identified in the Design-Build Amendment.

§ 5.2.2 Early Release Work

§ 5.2.2.1 The Design-Builder shall prepare, for the Owner's review and acceptance, a procurement proposal for Early Release Work which includes (a) portions of the Design Services or Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

§ 5.2.2.2 If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

§ 5.2.2.3 Following execution of the authorization, the Design-Builder shall expedite and coordinate the procurement and performance of Early Release Work in accordance with this Agreement and such authorization. Following execution of the Design-Build Amendment, compensation for the Early Release Work shall be included in the Contract Sum and the time for performing the Early Release Work shall be included in the Contract Time.

§ 5.2.2.4 Early Procurement of Materials or Equipment by Owner

§ 5.2.2.4.1 If the Owner agrees to procure any materials or equipment prior to execution of the Design-Build Amendment, the Owner shall procure the materials or equipment on terms and conditions acceptable to the Design-Builder. After execution of the Design-Build Amendment, the Owner shall assign all contracts for these materials or equipment to the Design-Builder and the Design-Builder shall thereafter accept responsibility for them.

§ 5.2.3 Supervision. The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Construction Work under the Contract, unless the Design-Build Documents provide other specific instructions concerning these matters.

§ 5.3 Submittals

§ 5.3.1 Submittals consist of Shop Drawings, Product Data, and Samples.

.1 **Shop Drawings.** Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor, to illustrate some portion of the Construction Work.

.2 **Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Construction Work.

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

§ 5.3.1.4 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner is subject to the limitations of Section 5.3.3.1. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner without action.

§ 5.3.1.5 Submittal Schedule. If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Owner reasonable time to review submittals. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 5.3.1.6 Documents and Submittals at the Site

The Design-Builder shall make available, at the Project site, the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Construction Work as constructed.

§ 5.3.2 Design-Builder's Submittal Responsibilities

§ 5.3.2.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner or of Separate Contractors.

§ 5.3.2.2 By submitting Submittals, the Design-Builder represents to the Owner that the Design-Builder has (1) reviewed and approved them, (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Construction Work and of the Design-Build Documents.

§ 5.3.2.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Owner.

§ 5.3.2.4 The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval thereof.

§ 5.3.2.5 The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ 5.3.3 Owner's Submittal Responsibilities

§ 5.3.3.1 The Owner will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient

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time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 5.3.2. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 5.3.3.3 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address, and other information.)

§ 5.4 Services Necessary to Support Construction Work

§ 5.4.1 The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder's responsibilities for construction means, methods, techniques, sequences, and procedures. The Design-Builder shall perform such services in compliance with applicable law.

§ 5.4.2 If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

§ 5.4.3 The Owner shall be entitled to rely upon the services, certifications, and approvals provided by the design professionals under Section 5.4.2. The Owner shall provide prompt notice to the Design-Builder if the Owner observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner.

§ 5.5 Labor and Materials

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

§ 5.5.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and in accordance with a Change Order or Change Directive.

§ 5.5.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Construction Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.6 Taxes

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

§ 5.7 Permits, Fees, Notices and Compliance with Laws

§ 5.7.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

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§ 5.7.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Construction Work.

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

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

§ 5.8 Allowances

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

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

- **.1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.8.2.1 and (2) changes in Design-Builder's costs under Section 5.8.2.2.

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

§ 5.9 Subcontracts and Other Agreements

§ 5.9.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 5.9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build

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Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ 5.9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Contract Sum by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 5.9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in Article 9.

§ 5.10 Use of Site

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

§ 5.11 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

§ 5.12 Cleaning Up

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

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

§ 5.13 Access to Construction Work

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

§ 5.14 Construction Work by Owner or by Separate Contractors

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

§ 5.14.1.1 The term "Separate Contractor(s)" shall mean contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors, and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

§ 5.14.1.2 The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

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§ 5.14.1.3 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Design-Builder has under the Contract.

§ 5.15 Owner's Right to Clean Up

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

§ 5.16 Mutual Responsibility

§ 5.16.1 The Design-Builder shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.16.2 If part of the Design-Builder's Construction Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Design-Builder shall, prior to proceeding with that portion of the Construction Work, promptly notify the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Design-Builder's Construction Work. Failure of the Design-Builder to notify the Owner of apparent discrepancies or defects prior to proceeding with the Construction Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction or operations is fit and proper to receive the Design-Builder's Construction Work. The Design-Builder shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 5.16.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

§ 5.16.4 The Design-Builder shall promptly remedy damage that the Design-Builder causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 10.2.5.

§ 5.16.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 5.11.

§ 5.16.5.1 The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

.1 The change in the Work;

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.2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, Contract Time, or both. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or

.4 As provided in Section 6.3.4.

§ 6.3.4 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.4 shall be limited to the following:

.1 Additional costs of professional services;

.2 Costs of labor, applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;

.3 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;

.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.6 Costs of supervision and field office personnel directly attributable to the change.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 6.3.7 If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 15.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 15.

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

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

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

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

§ 7.1.3 The Owner shall furnish and coordinate the services of the Owner's consultants and Separate Contractors with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 7.1.4 The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them pursuant to a Change Order or Change Directive.

§ 7.1.5 If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141–2024 Exhibit C, attached to this Agreement. Not Applicable

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

§ 7.1.7 The Owner shall purchase and maintain insurance as set forth in Article 11 and AIA Document A141–2024 Exhibit A.

§ 7.1.8 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work.

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

§ 7.1.10 The Owner may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 16.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder.

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

§ 7.1.12 The Owner acknowledges that accelerated or fast-track design and construction, or phased construction, provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design-Builder to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Design-Build Documents, and costs for the Design-Builder to remove and replace previously installed Construction Work. If the Owner approves accelerated or fast-track design and construction, or phased construction, the Owner agrees to include in the budget for the Work sufficient contingencies to cover such costs.

§ 7.2 Information and Services Required of the Owner

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

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections, or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

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

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

§ 7.2.5 The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

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

§ 7.2.7 Evidence of the Owner's Financial Arrangements

§ 7.2.7.1 Prior to execution of the Design-Build Amendment, the Design-Builder may request that the Owner furnish reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 7.2.7.2 Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If

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the Owner fails to provide such evidence, as required, within fourteen days of the Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Design-Builder may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

§ 7.2.7.3 After the Owner furnishes evidence of financial arrangements under this Section 7.2.7, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.7.4 Where the Owner has designated information furnished under this Section 7.2.7 as "confidential," the Design-Builder shall keep the information confidential as set forth in Article 16.

§ 7.2.8 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.9 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning or deed restrictions, and boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 7.2.10 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required.

§ 7.2.11 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 7.3 Owner's Right to Stop Construction Work

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 12.2 or persistently fails to carry out Construction Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.14.1.2.

§ 7.4 Owner's Right to Carry Out the Construction Work

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 15.

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ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

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

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

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.1 If unit prices are stated in the Design-Build Amendment or subsequently agreed upon, and if quantities set forth in the Design-Build Amendment are materially changed in a proposed Change Order or Change Directive, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values or Control Estimate

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

§ 9.2.1 Where the Contract Sum is the Cost of the Work plus the Design-Builder's Fee without a Guaranteed Maximum Price, the Design-Builder shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee.

§ 9.2.2 The Control Estimate shall include:

- **.1** The documents enumerated in Article 17, including all Modifications thereto;
- **.2** A list of the assumptions made by the Design-Builder in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Design-Build Documents;
- **.3** A statement of the estimated Cost of the Work organized by trade categories or systems and the Design-Builder's Fee;
- **.4** A project schedule upon which the Control Estimate is based, indicating proposed architects, subcontractors, and consultants, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and

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.5 A list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 9.2.3 When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 9.2.4 The Design-Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Design-Builder's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 9.2.5 The Owner shall authorize the Design-Builder to prepare revisions to the Design-Build Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. Based upon the Owner's authorization, the Design-Builder shall revise the Design-Build Documents to incorporate the agreed-upon assumptions contained in the Control Estimate.

§ 9.3 Applications for Payment

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

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3)

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withhold certification of the entire Application for Payment, and notify the Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application for Payment, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- **.1** Failure to perform Work in accordance with the Design-Build Documents;
- **.2** Third -party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- **.3** Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, labor, materials, or equipment;
- **.4** Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** Damage to the Owner or a Separate Contractor; or
- **.6** Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

§ 9.5.2 If the Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 15.

§ 9.5.3 When the above reasons for withholding certification are removed, the Owner shall certify amounts previously withheld.

§ 9.5.4 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 9.3.1 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 9.6.3 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.4 The Owner will, on request and if practicable, furnish to the person or entity providing Work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and

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action taken thereon by the Owner on account of portions of the Work done by such person or entity providing Work for the Design-Builder.

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

§ 9.6.6 The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.3, 9.6.4 and 9.6.5.

§ 9.6.6.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment.

§ 9.6.7 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.8 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Subcontractors, and other persons or entities providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other persons or entities. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.6.9 Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.10 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

§ 9.7 Failure of Payment

If, through no fault of the Design-Builder, the Owner fails to issue a Certificate for Payment or make payment of the certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list

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does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

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

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

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

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Construction Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Construction Work shall not constitute acceptance of Construction Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2 and 9.10.3, promptly issue a final Certificate for Payment.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, and releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

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

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

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

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

§ 9.11 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

3 % Three

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

.1 employees and persons performing the Construction Work and others who may be affected thereby;

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.2 the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design-Builder, a Subcontractor, or any other person or entity; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on the safety of persons or property, or their protection from damage, injury, or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Construction Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

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

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition.

§ 10.3.2 Upon receipt of the Design-Builder's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to

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perform the task of removal or safe containment of the material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Subcontractors, and employees of any of them, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Construction Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for hazardous materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Design-Builder's Insurance and Bonds

§ 11.1.1 The Design-Builder shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

§ 11.1.2 The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents. The Design-Builder shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Design-Build Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Design-Builder's Required Insurance. Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such

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impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Design-Builder purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK

§ 12.1 Uncovering of Construction Work

The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2 Correction of Construction Work

§ 12.2.1 Before Substantial Completion. The Design-Builder shall promptly correct Construction Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections and the cost of uncovering and replacement, and compensation for any consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Construction Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an

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opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.4.

§ 12.2.2.2 The one-year period for correction of Construction Work shall be extended with respect to portions of Construction Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Construction Work.

§ 12.2.2.3 The one-year period for correction of Construction Work shall not be extended by corrective Construction Work performed by the Design-Builder pursuant to this Section 12.2.

§ 12.2.3 The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 12.2.4 The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build Documents except as otherwise permitted in this Agreement.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 12.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work.

§ 12.3 Acceptance of Nonconforming Construction Work

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

ARTICLE 13 COPYRIGHTS AND LICENSES

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

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

§ 13.3 The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 13.3 shall terminate only if (1) the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1 or (2) the Owner terminates this Agreement for convenience as provided in Section 14.1.5 and does not compensate the Design-Builder as required under Sections 14.1.6 and 14.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

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§ 13.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 13.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1, the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 13.3.1. The terms of this Section 13.3.1 shall not apply if the Owner terminates this Agreement for cause under Section 14.1.4 or 14.2.2. The payment of a Termination Fee or Licensing Fee under Section 14.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 13.3.1.

§ 13.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 13. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Subcontractors terminate their agreements with the Design-Builder for cause, to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Subcontractor all amounts due, and (2) provides the Architect, Consultant or Subcontractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant, or Subcontractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 13.3.3 Except as otherwise stated in this Section 13.3, the provisions of this Article 13 shall survive the termination of this Agreement.

ARTICLE 14 TERMINATION OR SUSPENSION

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

§ 14.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination under Section 14.1.4 or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

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

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

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

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

§ 14.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly

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attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 14.1.6 be greater than the compensation set forth in Section 2.1.

§ 14.1.7 In addition to any amounts paid under Section 14.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 14.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 14.1.3 or 14.1.4, the Owner shall pay to the Design-Builder the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Design-Builder's Instruments of Service:

§ 14.2 Termination or Suspension Following Execution of the Design-Build Amendment
§ 14.2.1 Termination by the Design-Builder
§ 14.2.1.1 The Design-Builder may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, for any of the following reasons:

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

§ 14.2.1.2 The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.2.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.2.1.3 If one of the reasons described in Section 14.2.1.1 or 14.2.1.2 exists, the Design-Builder may, upon seven days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, or the Design-Builder's Fee on Work not executed if the Contract Sum is based upon the Cost of the Work plus a Fee with or without a Guaranteed Maximum Price, and costs incurred by reason of such termination.

§ 14.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.2.1.3.

§ 14.2.2 Termination by the Owner for Cause
§ 14.2.2.1 The Owner may terminate this Agreement if the Design-Builder:

.1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
.2 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.3 repeatedly refuses or fails to supply a qualified architect, consultant, or subcontractor, where required;
.4 fails to make payment to the Architect, Consultants, Subcontractors, or suppliers in accordance with their respective agreements with the Design-Builder;

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.5 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.6 is otherwise in breach of a material provision of the Design-Build Documents.

§ 14.2.2.2 When any of the reasons described in Section 14.2.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;

.2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.2.3 When the Owner terminates this Agreement for one of the reasons stated in Section 14.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

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

§ 14.2.3 Suspension by the Owner for Convenience

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

§ 14.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Design-Builder is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.2.4 Termination by the Owner for Convenience

§ 14.2.4.1 The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause.

§ 14.2.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 14.2.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Design-Builder for: Work properly executed; Termination and Licensing Fees set forth in Section 14.1.7; and any other costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1

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does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but, in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Prior To Final Payment. Prior to final payment, Claims by either the Owner or Design-Builder must be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims Arising After Final Payment. After final payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt notice to the other party. The notice requirement in Section 15.1.3.1 and the provisions for Initial Resolution of Claims in Section 15.2 shall not be required as a condition precedent to mediation in Section 15.3.

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

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 15.2 Initial Resolution of Claims

§ 15.2.1 Meet and Confer

§ 15.2.1.1 If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or

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Design-Builder may request senior representatives from the Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 15.2.1.2 Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

§ 15.2.1.3 If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Contract Sum or the Contract Time, the parties shall execute a Change Order.

§ 15.2.1.4 If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 15.2.1, either party may proceed to mediation in accordance with Section 15.3.

§ 15.2.2 Project Neutral

§ 15.2.2.1 If the parties select a Project Neutral to serve as an initial decision maker of Claims, the Owner and Design-Builder shall share the expense of the Project Neutral.

§ 15.2.2.2 The Project Neutral will review Claims and, within ten days of the receipt of a Claim, take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Project Neutral is unable to resolve the Claim if the Project Neutral lacks sufficient information to evaluate the merits of the Claim or if the Project Neutral concludes that, in the Project Neutral's sole discretion, it would be inappropriate for the Project Neutral to resolve the Claim.

§ 15.2.2.3 In evaluating Claims, the Project Neutral may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Project Neutral in rendering a decision. The retention of such persons shall be a shared expense of the Owner and Design-Builder.

§ 15.2.2.4 If the Project Neutral requests either party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten days after receipt of the request and shall either (1) provide a response or the requested supporting data, (2) advise the Project Neutral when the response or supporting data will be furnished or (3) advise the Project Neutral that no response or supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Project Neutral will take one of the actions described in Section 15.2.2.2(2)-(5).

§ 15.2.2.5 Pursuant to Sections 15.2.2.2 through 15.2.2.4 the Project Neutral will render an initial decision approving or rejecting the Claim in whole or in part or indicating that the Project Neutral is unable to resolve the Claim. The initial decision shall (1) be in writing, (2) state the reasons therefore, and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be binding on the parties, but subject to mediation in accordance with the process set forth in Section 15.3 and, if the parties fail to resolve their dispute through mediation, subject to binding dispute resolution in accordance with Section 15.4.

§ 15.2.2.5.1 If an initial decision has not been rendered within 30 days after the Claim has been referred to the Project Neutral, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Project Neutral and all affected parties agree, the Project Neutral will not decide disputes between the Design-Builder and persons or entities other than the Owner.

§ 15.2.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.3.

§ 15.2.2.7 Either party may, within 30 days from the date of a Project Neutral's initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.2.4 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, 15.1.7, and 15.2.2.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 15.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 15.4.4 Consolidation or Joinder

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

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either Party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the Party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Design-Builder under this Agreement.

§ 15.5 The provisions of this Article 15 shall survive the termination of this Agreement.

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 Governing Law

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

§ 16.2 Successors and Assigns

§ 16.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 16.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 16.2.3 Certifications. If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least 21 days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least 21 days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 16.3 The Design-Builder, Architect, Consultants, Subcontractors, or their agents, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations. However, such material shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design-Builder in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's promotional materials for the Project. This Section 16.3 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 14.2.2.

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§ 16.4 Rights and Remedies

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

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

§ 16.5 Tests and Inspections

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

§ 16.5.2 If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 16.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 16.5.3, shall be at the Owner's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.5.3 If procedures for testing, inspection, or approval under Sections 16.5.1 and 16.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense, unless otherwise provided in the Design-Build Amendment.

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

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

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

§ 16.6 Confidential Information

§ 16.6.1 If the Design-Builder or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 16.6.2. The obligations in this Section 16.6 shall survive the termination of this Agreement.

§ 16.6.2 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 16.6. In the event either party knows or reasonably believes that "confidential" or "business proprietary" information received from the other party has been subject to any circumstance where the security, integrity, or confidentiality of any of the "confidential" or

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"business proprietary" information has been compromised, damaged, lost, corrupted, destroyed, or the "confidential" or "business proprietary" information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach.

§ 16.6.3 "Confidential" or "business proprietary" information shall not include information:

.1 in the public domain, or which later enters the public domain, through no action on the receiving party's part in violation of this Agreement;

.2 already in the receiving party's possession and not marked as "confidential" or "business proprietary" when received;

.3 obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or

.4 that is independently developed by the receiving party without access to, or use of, any "confidential" or "business proprietary" information.

§ 16.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 16.8 Interpretation

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

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

§ 16.9 The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Agreement.

§ 16.10 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 16.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 17 SCOPE OF THIS AGREEMENT

§ 17.1 This Agreement is comprised of the following documents:

.1 AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project

.2 AIA Document A141®–2024, Exhibit A, Insurance and Bonds

.3 AIA Document A141®–2024, Exhibit B, Design-Build Amendment, if executed

.5 Other documents, if any, listed below:

Exhibit "D" – Design Criteria Package
Geotechnical Report
Survey

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

	Signed by: Travis Parker 4/17/2026 CF6B3E25A703454...
OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
(Printed name and title)	Travis Parker President *(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A141® – 2024

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

City of Treasure Island Florida
10451 Gulf Blvd.
Treasure Island, FL 33706

...

Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd.
Belleair, FL 33756

...

Public Safety Facility
120 108th Avenue
Treasure Island, FL

PAGE 3

Design Criteria Package

...

The proposed project is located at the site of the old City Hall complex (120 108th Avenue), with the existing Public Works Yard located immediately to the West. Geotechnical reports, environmental studies and topographic survey will be furnished to the Design-Build contractor by the Owner.

...

Not Applicable

...

Not Applicable

...

TBD at GMP Submission

...

Three (3) months from Notice to Proceed

...

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The commencement date will be based on receipt of an acceptable Guaranteed Maximum Price (GMP) and negotiated contract.

...

16 months construction, followed by two months of final punch list commissioning

PAGE 4

Kimley Horn - This consultant, which is currently employed by the City, will provide related information regarding possible internal driveway connection, shared utilities, and design and permitting of this site stormwater management system.

...

Not Applicable – may be added later via Amendment

...

Early Precast Procurement for Design Services – Early Site and Foundation Package

...

Mr. Gary Volenec
Public Works Director
Treasure Island
10451 Gulf Blvd., Treasure Island, FL 33706
727-547-4575 Ext. 251
gvolenec@mytreasureisland.org

...

Russell Hyatt, Hyatt Surveying/SAM

...

Andrew T. Sway
Arehna Engineering, Inc.
5012 W. Lemon Street, Tampa, FL 33609
813-944-3464 Ext. 316
asway@arehna.com

PAGE 5

Vito DiRuggiero
Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd., Belleair, FL 33756
727-585-2084
vdiruggiero@biltmorefl.com

...

Wannemacher Jensen Architects

...

[X] Subject to a Meet and Confer obligation in accordance with Section 15.2.1.

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...

[X] Arbitration pursuant to Section 15.4

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TBD via Amendment

PAGE 8

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus fifteen percent (15 %) of the expenses incurred.

...

§ 2.1.5.1.1 Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

3 % three

PAGE 9

$500 per calendar day

...

TBD

...

$50,000 usd

PAGE 11

§ 3.1.14 Indemnification Per State Statutes

PAGE 21

§ 7.1.5 If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141–2024 Exhibit C, attached to this Agreement. Not Applicable

PAGE 29

3 % Three

PAGE 43

~~.4 AIA Document A141® 2024, Exhibit C, Sustainable Projects Exhibit, if completed~~

...

Exhibit "D" – Design Criteria Package
Geotechnical Report
Survey

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Travis Parker President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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