



Interoffice Memorandum

September 9, 2019

TO: Mayor Jerry L. Demings
and the Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", is positioned to the right of the "FROM:" field.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
September 24, 2019 BCC Meeting
Utility Adjustment Agreement
Utility Adjustment Agreement – Town of Windermere Project:
Park Avenue Sidewalk and Drainage Improvements
Contact Person: Andres Salcedo, P. E., Deputy Director
Utilities Department
407-254-9719**

The Town of Windermere is constructing sidewalk and drainage improvements to Park Avenue. Florida Statutes require utility/agency owners to adjust or relocate all utilities that are in conflict with planned roadway improvements. To maximize efficiency and coordination, we have elected to allow the Town of Windermere to retain a contractor to construct, on the County's behalf, all utility work within the project limits. Orange County will pay the Town of Windermere for the utility work as prescribed by the Utility Adjustment Agreement.

This agreement authorizes the Town of Windermere to contract for the necessary water main utility work as part of the construction project. The utility work will consist of relocating approximately 325 feet of 6-inch water main. The estimated construction cost of the utility work that Orange County will pay for under this agreement is \$147,738.

Orange County Attorney's Office and Risk Management staff finds the agreement acceptable as to form. Utilities Department staff recommends approval of the agreement.

Action Requested: Approval and execution of Utility Adjustment Agreement by and between Orange County and the Town of Windermere for the Park Avenue Sidewalk and Drainage Improvements Project in the amount of \$147,738.

District 1.

BCC Mtg. Date: September 24, 2019

UTILITY ADJUSTMENT AGREEMENT

THIS UTILITY ADJUSTMENT AGREEMENT (the “Agreement”) is made and entered into as of the date of last execution below (“Effective Date”) by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the “COUNTY”), whose address is 201 South Rosalind Avenue, Orlando, Florida, 32801, and the **TOWN OF WINDERMERE**, a municipal corporation existing under the laws of the State of Florida (“WINDERMERE”), whose address is 614 Main Street, Windermere, Florida 34786. The COUNTY and WINDERMERE may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, WINDERMERE plans to construct the Park Avenue Sidewalk and Drainage Improvements (the “Improvements”) as shown on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Project Plans”) (the construction and installation of the Improvements pursuant to the Project Plans is referred to herein as the “Project”); and

WHEREAS, the COUNTY is the owner of a six-inch DI water line and appurtenant facilities (the “Facilities”) located within the Park Avenue right of way (“ROW”), which Facilities will be relocated as a result of the Project as shown on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Utilities Plans”) (the construction and installation of the relocated Facilities pursuant to the Utilities Plans is referred to herein as the “Utilities Project”); and

WHEREAS, the Parties desire to formalize the terms and conditions whereby the Parties will coordinate the completion of the Utilities Project by WINDERMERE, at the COUNTY’s expense.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and for other good and valuable consideration, of which the Parties acknowledge the receipt and sufficiency, WINDERMERE and the COUNTY hereby agree as follows:

1. **Recitals.** All of the recitals set forth above are true and correct, and are incorporated in and made a part of this Agreement by this reference.
2. **Bidding and Selection of Construction Contractor.** WINDERMERE has competitively bid the construction of the Project with the inclusion of the Utilities Project

and provided copies of the construction contractor's bids to the COUNTY. Bidders shall be financially responsible and able to furnish payment and performance bonds as required in Section 6. The bids provide a separate itemized cost for the Utilities Project based on the separate "breakout" schedule prepared by the COUNTY.

WINDERMERE will award the contract to the successful low bidder, and notify the COUNTY. The COUNTY will review and approve the winning bid for the Utilities Project.

3. **The Utilities Project.**

- a. **Construction of the Facilities within Right-of-Way.** The COUNTY desires to install approximately 325 linear feet of six-inch DI water main in the ROW between stations 159+14 and 162+13 on Park Avenue as depicted in the Utilities Plans, at the COUNTY's expense.
- b. **COUNTY Costs.** The Utilities Project costs are more specifically set forth in **Exhibit "C,"** attached hereto and incorporated herein by this reference (the "Utility Cost Estimate"). The COUNTY shall be responsible for the actual construction costs related to the Utilities Project. The Parties acknowledge and agree that **Exhibit "C"** is an estimate of Utilities Project costs and the COUNTY shall reimburse WINDERMERE for actual construction costs in an amount not to exceed the estimated amount set forth in **Exhibit "C."**

4. **Utilities Project Construction Items.** The following shall also apply in the performance of the Utilities Project:

- a. In the event that the Utilities Plans are required to be revised in any way, the Parties shall cooperate in good faith to expedite the review and such necessary revisions to ensure that: (i) the location, construction and operation of the Facilities are harmonized with the Project Plans and design and construction of the Project in accordance with all applicable laws; (ii) the work schedule is synchronized with the construction schedule for the Project; (iii) the construction of the Project and the Utilities Project are accomplished in an expedient and cost-effective manner so as to limit, to the extent reasonably practical, costs of land acquisition, design, and construction, and to minimize impacts to the Project, the Facilities, and adjacent landowners.
- b. WINDERMERE, at the COUNTY's expense, shall obtain all such permits and approvals necessary for the Utilities Project.
- c. All COUNTY Facilities shall be available for use by the COUNTY upon completion of construction and acceptance by the COUNTY of the Utilities Project. The existing Facilities shall remain fully functional and in service until the relocated and newly installed Facilities are cleared by the COUNTY

and the Florida Department of Environmental Protection (FDEP) and placed into service.

- d. WINDERMERE shall cause the contractor(s) to commence and diligently perform the Utilities Project to completion in accordance with the Utilities Plans, COUNTY's Utilities' current standards, and WINDERMERE's work schedule; provided, however, in the event that completion of the Utilities Project is delayed by events of force majeure (as defined in Section 21 below), the completion date shall be extended one day for each day of delay caused by such events. The Parties shall cooperate to harmonize construction of the Facilities with the construction or proposed construction of the Project improvements. Neither WINDERMERE, nor any employee, contractor, nor agent thereof shall cause any damage to the property or any improvements thereon.
- e. Subject to terms and conditions of this Agreement, WINDERMERE or its contractor shall construct certain Facilities that will lie partly or totally within or across the proposed Project ROW. To the extent that any Facilities are located in portions of property belonging to WINDERMERE, WINDERMERE hereby grants the COUNTY perpetual right to access its Facilities for inspection, maintenance, and repair.
- f. Within 30 days after the completion of the Utilities Project, WINDERMERE shall provide the COUNTY with as-builts and certifications from a project engineer duly licensed in the State of Florida certifying that the installation of the Facilities has been completed in accordance with the Utilities Plans, and all applicable permits and laws.
- g. As soon as possible after the completion of the Utilities Project, WINDERMERE shall provide the COUNTY with a detailed final statement of all costs and expenses incurred by WINDERMERE in connection with the construction of the Utilities Project (the "Cost Statement"), together with all supporting documentation of such costs and expenditures. The Cost Statement and supporting records provided by WINDERMERE shall be in auditable form in accordance with generally accepted accounting principles. Within 60 days after receipt of the Cost Statement and supporting documentation, the COUNTY shall reimburse WINDERMERE for all such costs and expenses actually incurred for the COUNTY work portion of the Utilities Project (subject to any adjustment if the COUNTY's audit shows that such Cost Statement exceeds costs actually incurred or such costs are not reimbursable under the terms of this Agreement). The COUNTY shall make payment for the costs associated with the Utilities Project by issuing a check made payable to WINDERMERE, in the amount so expended by WINDERMERE, all in accordance with the foregoing. Should the COUNTY object to a reimbursement amount requested by WINDERMERE, the COUNTY shall pay the undisputed portion of the amount as set forth above.

and the COUNTY shall submit its objections of the disputed portion in writing to WINDERMERE within 15 business days of receipt of the written reimbursement request from WINDERMERE. The Parties shall meet to resolve disputes with a goal to resolve them within 20 business days of WINDERMERE's receipt of the COUNTY's written objections.

5. **Insurance.** For the duration of the Agreement, WINDERMERE and the COUNTY shall each provide and maintain insurance or self-insurance coverage of such types and in such amounts as may be deemed necessary by each Party. Such insurance or self-insurance shall include, at a minimum, workers' compensation, employers' liability, business automobile liability, and commercial general liability coverage.

WINDERMERE or its contractor shall provide insurance with coverages and limits set forth in this Section 5.

- a. Prior to any contractor commencing any portion of the Utilities Project and throughout the course of construction of the Utilities Project, WINDERMERE shall cause the contractor to procure and maintain insurance limits and terms as follows:
 - (i) Workers Compensation insurance with statutory workers' compensation limits and no less than \$100,000 for Employers' Liability with a waiver of subrogation in favor of the COUNTY and WINDERMERE and their agents, employees, and officials.
 - (ii) Commercial general liability insurance for all operations including, but not limited to contractual, products, completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence and an aggregate limit of at least twice the per occurrence limit.
 - (iii) Business automobile liability insurance for all owned, non-owned, or hired vehicles with limits of not less than \$500,000 per occurrence.

The contractor's Florida-licensed surveyor responsible for signing and sealing the as-built drawings for the Utilities Project shall provide Professional Liability coverage (errors and omissions) with limits of not less than \$1,000,000 per occurrence.

- b. The COUNTY shall be specifically included as an additional insured under the policies required by this Section 5, and said insurance shall include a provision requiring the insurer to provide written notice to the COUNTY and WINDERMERE of cancellation at least 10 business days prior to cancellation of coverage.

- c. The COUNTY reserves the right to request, and WINDERMERE shall produce within 15 days, proof of the existence of such insurance coverage and certificates verifying the amount and terms of such insurance coverage. Renewals of certificates of insurance shall be produced by WINDERMERE as necessary during the Utilities Project until WINDERMERE issues the bill of sale and the COUNTY accepts the Facilities and the Utilities Project.
 - d. WINDERMERE shall require each contractor performing work for the Utilities Project for, or on behalf of, WINDERMERE to secure and keep in force the insurance with coverages and limits set forth in Section 5.a. and b.
6. **Bond.** WINDERMERE shall require any contractor undertaking the construction of the Utilities Project to secure and maintain a payment bond and a performance bond in accordance with state law and COUNTY policy. WINDERMERE shall cause the contractor to list the COUNTY as co-obligee on all bond forms. Prior to commencing the construction of the Utilities Project, the general contractor shall obtain and deliver to the COUNTY a payment bond and a performance bond for the Utilities Project. The payment and performance bonds shall name the COUNTY as Dual-Obligee and be assignable to the COUNTY following acceptance of the Utilities Project by the COUNTY. The surety company issuing the payment bond and the performance bond shall meet the following qualifications:
- a. Surety must be licensed to do business in the State of Florida, maintain an A-VI or better rating with A.M. Best or an equivalent rating agency and shall comply with the provisions of Section 255.05, Florida Statutes.
 - b. Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Financial Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
 - c. All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments
7. **Maintenance.** Upon completion and acceptance of the Utilities Project by the COUNTY, WINDERMERE shall cause its contractor to provide a Maintenance Bond for said work and the COUNTY shall be listed as co-obligee on the Maintenance Bond. WINDERMERE shall have no responsibility for the maintenance, operations or repairs of the Facilities upon completion and acceptance of the Utilities Project by the COUNTY, unless such repairs are due to damage caused by the negligence of WINDERMERE, its employees, contractors, or agents. Neither the COUNTY, nor any employee, contractor, nor agent thereof, shall cause any damage to improvements within the Utilities Project, or

take any actions that would weaken, diminish, or impair the lateral or subjacent support to the Project, or its appurtenant improvements. Without limiting the foregoing, the COUNTY shall be responsible for maintaining, at no cost to WINDERMERE, all permits, authorizations, and approvals of applicable regulatory agencies necessary for continued operation, use, maintenance, and repair of the Facilities.

8. **Default.** In the event either Party breaches any of the terms or conditions to be complied with or any of the covenants, agreements or obligations to be performed by such Party under the terms and provisions of this Agreement, the non-defaulting Party, at its sole discretion, shall be entitled to exercise any and all rights and remedies available to the non-defaulting Party at law and in equity, including without limitation, the right of specific performance, except as limited by the terms of this Section 8. Any damages recoverable as a result of a failure to perform shall be limited to direct actual damages only. Notwithstanding any other provision of this Agreement, in no event shall either party have liability to the other party under this Agreement, whether based in contract, in tort, or otherwise, for any special, incidental, indirect, exemplary, or consequential damages.

9. **Notice.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith.

If to the COUNTY: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attn: Director

With copy to: Orange County Administrator's Office
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801-3527
Attn: County Administrator

If to WINDERMERE: TOWN OF WINDERMERE
614 Main Street
Windermere, Florida 34786-3503
Attn: Public Works Director

With copy to: Town of Windermere
614 Main Street
Windermere, Florida 34786-3503
Attn: Town Manager

10. **Indemnification.** Neither Party to this Agreement nor its officers, agents, nor employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions, and/or negligence of the other Party. To the extent allowable by law, each Party shall defend, indemnify, and hold the other Party harmless from all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from the negligent performance of its respective operations under the Agreement. Notwithstanding the foregoing, WINDERMERE and the COUNTY do not waive and do retain all defenses and protections provided to them under Florida and other applicable law, including without limitation, the defense of Sovereign Immunity as currently set forth in Section 768.28, Florida Statutes, for tort actions brought against WINDERMERE or the COUNTY, and such immunity shall be applicable to any claim or action brought pursuant to the foregoing indemnity provision even if said claim or action sounds in contract rather than in tort.

11. **Disputes.** All claims, disputes, and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach (a "Dispute") shall be resolved in the following order: (a) good-faith negotiation, (b) mediation, and then (c) judicial resolution. The process of "good-faith negotiation" requires each Party to set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of subordinate facts leading to the conclusion or course of action. The good-faith negotiations shall include at least one meeting of representatives of the Parties. The Party-representative shall have authority to resolve the Dispute.

12. **Hazardous Materials.** WINDERMERE shall cause no hazardous materials or other potentially hazardous conditions on the property, and to the fullest extent permitted by law, WINDERMERE assumes all responsibility for, and agrees to defend, indemnify, and hold the COUNTY harmless from (a) all claims, cost and expenses, including reasonable attorney's fees, as a consequence of any sudden or non-sudden pollution of air, water, land and/or ground water arising from or in any way connected with the occupancy by WINDERMERE of the COUNTY'S property; and (b) any claim or liability including defense costs and expenses, arising under the federal or state law dealing with either such sudden or non-sudden pollution of air, water, land, and/or ground water arising from or the remedy thereof.

13. **Non-Waiver.** No consent or waiver, expressed or implied, by either Party, to or of any breach or default of the other Party, with regard to the performance by said other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that Party. Failure on the part of either Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law, or in equity.

14. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties unless such amendment is in writing and executed by all Parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, administrators, executors, personal representatives, successors, and assigns.

15. **Captions; Days.** Captions and section headings in this Agreement are provided for convenience only, and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement. Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

16. **Further Documentation.** The Parties agree that from time to time and following a request therefore by a Party, each Party shall properly execute and deliver to the other Party such other documents and instruments reasonably necessary to effectuate the obligations of each Party.

17. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction. The venue for any mediation or judicial proceedings shall be in Orange County, Florida. The Parties voluntarily waive a trial by jury in any litigation or action arising from this Agreement.

18. **Time is of the Essence.** Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

19. **Survival of Provisions.** All covenants, representations, and warranties set forth in this Agreement shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to, or by reason of this Agreement.

20. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such validity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

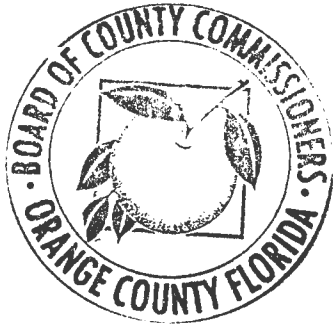
21. **Force Majeure.** The Parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond the obligated party's reasonable control, which shall include, without limitation, civil commotion, civil disorder, riot, civil disturbance, war, war-like

operations, invasion, rebellion, hostilities, military or usurped power, sabotage, fire or other casualty, and inability to obtain any material or services due to Acts of God. For all monetary issues, there shall be no events of force majeure.

22. **Non-Appropriation.** In accordance with the Florida Constitution and other applicable state and local laws, including but not limited to Section 129.07, Florida Statutes, the obligations of the COUNTY in this Agreement are subject to sufficient budgeted COUNTY funds being available in each COUNTY budget year to achieve the purposes of this Agreement.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Byron W. Brooks
Jerry L. Demings
Orange County Mayor

Date: 24 Sep 19

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Katie Smith
Deputy Clerk

Print: Katie Smith

WITNESSES:

Dorothy Burhalter
Print Name: Dorothy Burhalter

Diane Marie Edwards
Print Name: Diane Edwards

TOWN OF WINDERMERE
a municipal corporation existing under the laws of the State of Florida

By: *[Signature]*

Print Name: Jim O'Brien

Title: Mayor

Date: August 16, 2019

**APPROVED AS TO FORM AND LEGALITY
FOR EXECUTION BY A SIGNATORY OF THE
TOWN OF WINDERMERE**

By: *[Signature]* Gray Robinson, P.A.


Date: 8-15-19

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
UTILITY PLANS

INDEX OF ROADWAY PLANS

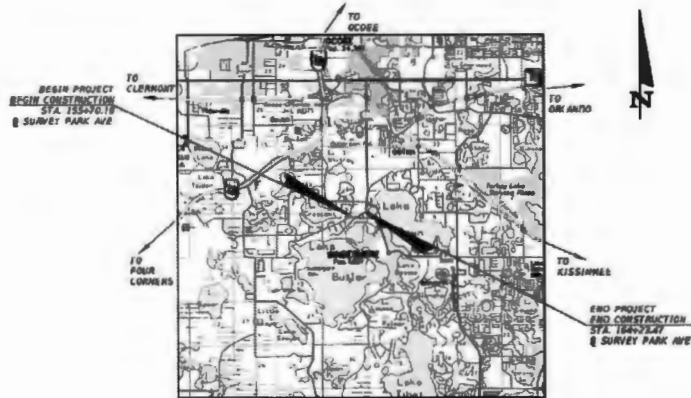
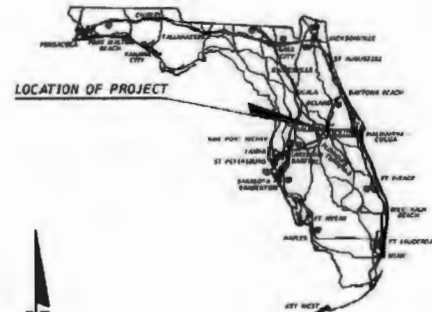
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES & TYPICAL SECTION
3-4	PLAN
5-7	CROSS SECTIONS

REVISIONS
07/01/10  3-4

TOWN OF WINDERMERE

CONTRACT PLANS

PARK AVENUE SIDEWALK AND DRAINAGE IMPROVEMENTS



GOVERNING DESIGN STANDARDS:
Florida Department of Transportation, FY2008-10 Standard Plans

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, January 2009 Standard Specifications for Road and Bridge Construction at the following website:
<http://www1.dot.gov/freight/brmanagement/ImplementationofEpicbooks>



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MAD T. CHAU ON THE DATE ADJUNCT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

**ROADWAY PLANS
ENGINEER OF RECORD:**

MAD T. CHAU, P.E. NO: 60640

Kimley»Horn

89 SOUTH ORANGE AVENUE
SUITE 1000
ORLANDO, FLORIDA 32808
TEL: (407) 896-1888
VENDOR NO. F300000045-002
CERTIFICATE OF AUTHORIZATION NO 694

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	10	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER FILE #10171-20-0004.P1A.C.

**EXHIBIT "A"
PROJECT PLANS**

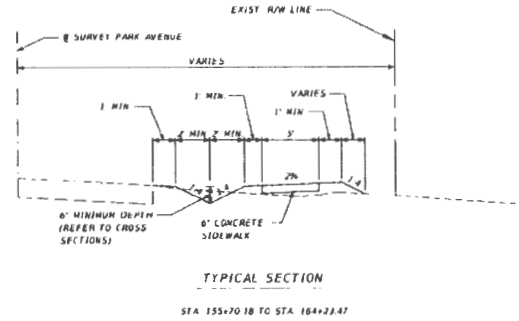
GENERAL NOTES

1. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED. EXISTING DRAINAGE MUST BE MAINTAINED UNTIL NEW SYSTEM IS ACTIVATED.
2. ALL EXISTING UTILITIES WITHIN PROJECT LIMITS ARE TO REMAIN UNLESS OTHERWISE NOTED.
3. VERTICAL CONTROL FOR THIS PROJECT IS BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
4. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.
5. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1 800 432 4700) AND THE UTILITY OWNERS LISTED BELOW A MINIMUM OF TWO BUSINESS DAYS (10 DAYS IF DIGGING UNDER WATER) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.

UTILITY AGENCY OWNER	TELEPHONE NUMBER	CONTACT PERSON
AT&T	770-518-5424	NARBY SPENCE
BRIGHTHOUSE-CHARIEM COMMUNICATION	407-327-8309	MARVIN USRY JR
DART ENERGY	727-893-9394	MELAN VONSTEFFINA
FLORIDA POWER & LIGHT GAS (FPL)	407-850-2234	ANIELA GIBSON
ORANGE COUNTY UTILITIES	407-254-9764	DAVID SHUGRITTE
ORANGE COUNTY PUBLIC WORKS	407-836-7804	ROGER SMITH
ORLANDO TELEPHONE COMPANY INC.	407-990-8900	AMMON PICKER
ORLANDO UTILITIES COMMISSION	407-824-2569	HON HAWKINS
TOWER CLOUD INC.	813-417-2184	JONATHAN HAT
CENTURY LINK	407-814-5293	TY LESLIE
SUMMIT BROADBAND	727-220-4362	ROBERT SMITH

6. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.
7. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.85 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES THAT ARE TO REMAIN IN PLACE.
9. THE CONTRACTOR WILL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION EXISTING PRIOR TO CONSTRUCTION. ALL DISTURBED AREAS TO BE SOLOUED.
10. THE CONTRACTOR SHALL FURNISH THE ENGINEER PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOIL, STRAW AND MULLH MATERIALS ARE FREE OF NUISANCE WEEDS, INCLUDING TROPICAL SODA APPLE.
11. ALL SYNTHETIC BALES, ROCK BAGS AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
12. THE CONTRACTOR SHALL DEVELOP AND SUBMIT AN EROSION PLAN FOR THE PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMENTATION AND WATER POLLUTION TO THE TOWN FOR APPROVAL. EROSION CONTROL ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN TO COMPLY WITH ALL FEDERAL STATE AND LOCAL REGULATIONS.
13. THE CONTRACTOR IS TO MAINTAIN AND KEEP STALLY NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS. IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC, PLACEMENT OF BUSINESS ENTRANCE SIGNS AND CHANNELIZING DEVICES ARE TO BE IN ACCORDANCE WITH INDIA 102-600.
14. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ADJACENT PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE OWNER.

15. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL RESIDENTS AND BUSINESSES DURING THE ENTIRE CONSTRUCTION PERIOD.
16. MATCH SOD TYPES TO ADJACENT PROPERTIES. IF NO PARTICULAR TYPE IS EVIDENT THEN SANTA AUGUSTINE SHALL BE USED.
17. ALL STATIONS AND OFFSETS ARE REFERENCED TO \varnothing OF SURVEY.
18. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE TOWN SURVEYOR, WITHOUT DELAY, BY TELEPHONE.
19. CONTRACTOR SHALL DO SILL EXISTING CROSS DRAIN.
20. ALL CROSS DRAINS AND STORM PIPE SHALL BE CLASS III REINFORCED CONCRETE PIPE.
21. CONTRACTOR SHALL REMOVE EXISTING SIDEWALK WITHIN PROPOSED SIDEWALK LIMITS.
22. DETECTABLE WARNING TRUNCATED DOWNS SHALL BE WET SET, CAST IN PLACE WITH CONCRETE.
23. FURNISH AND INSTALL UTILITY MAIN COST PER LINEAR FOOT INCLUDES ALL PIPE MATERIALS AND INSTALLATION COSTS, INCLUDING BUT NOT LIMITED TO UNDERMINING, EXCAVATION, BACKFILL, COMPACTION, RESTORATION AND TESTING.



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Kimley Horn
Certification of Authorization No. 036
 Plate 1, Class 1
 P.E. License No. 67643
 180 South Orange Avenue, Suite 1000
 Orlando, Florida 32807

TOWN OF WINTERMERE

GENERAL NOTES & TYPICAL SECTION

SHEET NO.	2
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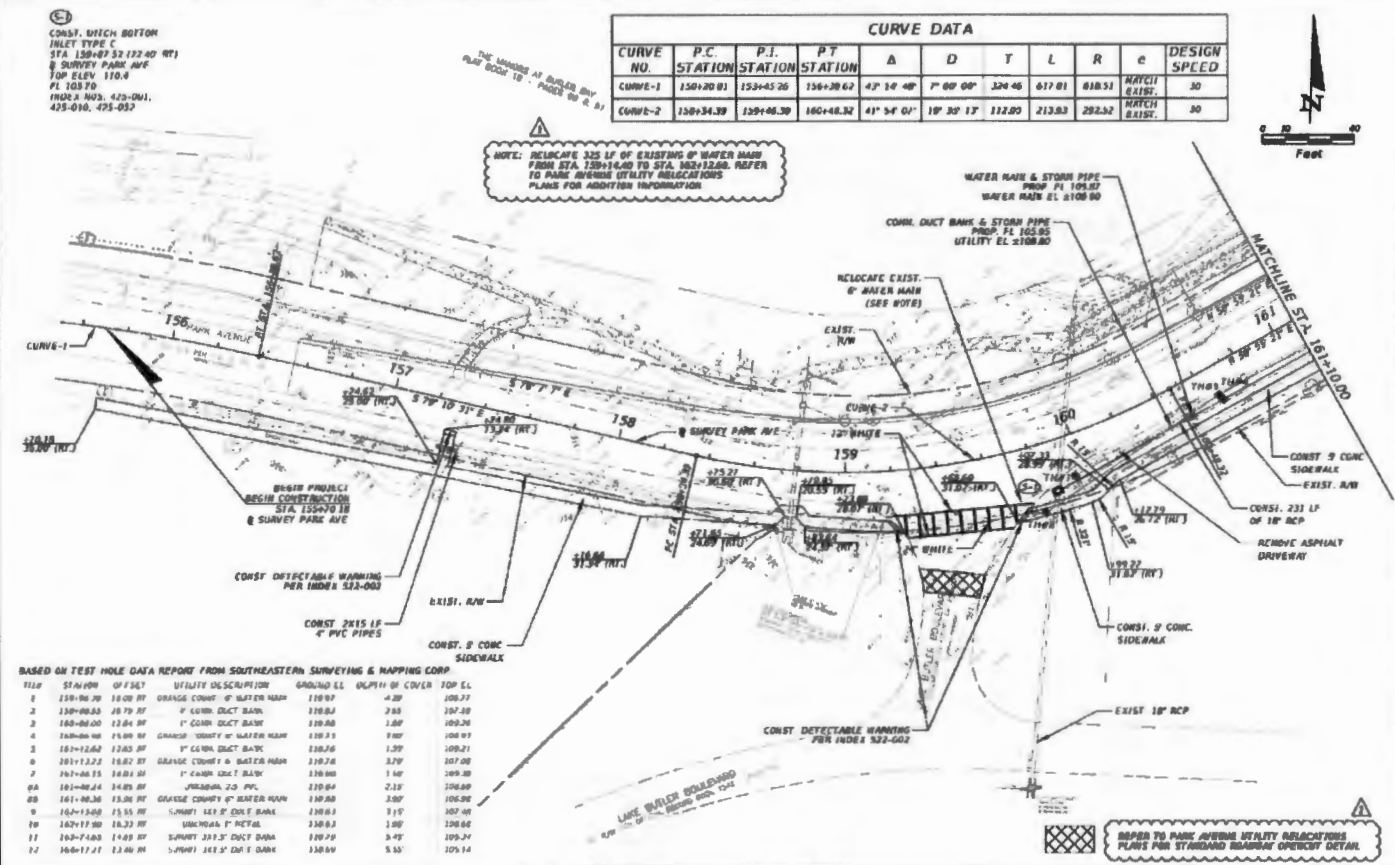
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE. DIGITALLY SIGNED AND SEALED UNDER PUBLIC REGISTRY ACT, F.S. 318.04.

A3 of 17

CONST. UTCH BOTTOM
 INLET TYPE C
 STA. 150+87.52 (22.00 RT)
 @ SURVEY PARK AVE
 TOP ELEV. 170.4
 PI 103.76
 INDE 3 NOS. 423-DW1.
 425-010, 425-052

CURVE DATA										
CURVE NO.	P.C. STATION	P.I. STATION	P.T. STATION	Δ	D	T	L	R	e	DESIGN SPEED
CURVE-1	150+70.01	153+45.26	156+20.62	43° 14' 40"	17° 00' 00"	324.46	617.01	818.51	MATCH EXIST.	30
CURVE-2	150+34.39	159+46.30	160+48.32	41° 54' 01"	18° 30' 17"	122.00	213.83	292.52	MATCH EXIST.	30

NOTE: RELOCATE 325 LF OF EXISTING 6" WATER MAIN FROM STA. 150+16.00 TO STA. 162+12.00. REFER TO PARK AVENUE UTILITY ALLOCATIONS PLANS FOR ADDITIONAL INFORMATION.



BASED ON TEST HOLE DATA REPORT FROM SOUTHEASTERN SURVEYING & MAPPING CORP.

TOP	STATION	DEPTH	UTILITY DESCRIPTION	GROUND EL.	DEPTH OF COVER	TOP EL.
1	150+00.00	18.00	GRASSY COAST. 6" WATER MAIN	150.97	0.20	102.77
2	150+00.00	18.75	6" CONCR. DUCT BANK	150.84	2.50	107.30
3	150+00.00	12.64	1" CONCR. DUCT BANK	150.80	1.80	109.20
4	150+00.00	15.00	GRASSY COAST. 6" WATER MAIN	150.73	1.00	108.93
5	150+12.60	12.60	1" CONCR. DUCT BANK	150.70	1.30	109.21
6	150+12.60	18.82	GRASSY COAST. 6" WATER MAIN	150.76	3.70	107.08
7	150+06.15	18.81	1" CONCR. DUCT BANK	150.60	1.10	109.30
8A	150+06.14	14.85	UNIDENT. 2.0" PVC	150.64	2.10	108.60
8B	150+06.36	15.06	GRASSY COAST. 6" WATER MAIN	150.60	3.00	106.30
9	150+15.00	15.35	5" MORT. LIT. 5" CONCR. BANK	150.63	1.10	109.40
10	150+17.00	18.23	UNIDENT. 1" METAL	150.63	1.00	109.64
11	150+14.00	14.80	SURVEY 325 LF DUCT BANK	150.70	5.40	105.24
12	150+17.11	13.40	5" MORT. LIT. 5" CONCR. BANK	150.60	5.55	105.14

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/20/11	REVISION: UTILITY ALLOCATION LIMITS AND OPENING DETAIL		

Kimley-Horn
 Consulting Engineers, Inc.
 180 South Orange Avenue, Suite 1000
 Orlando, Florida 32801

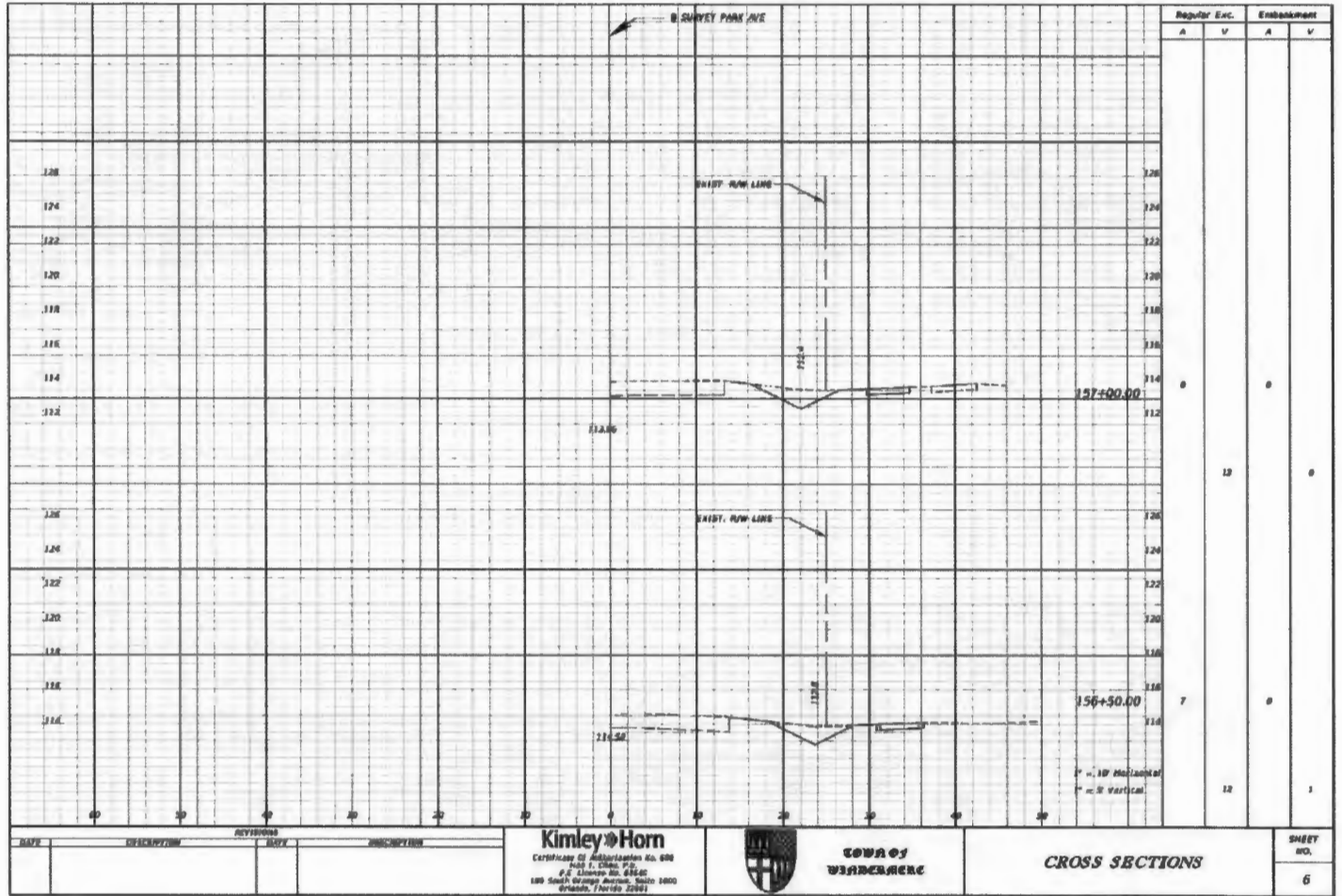


TOWN OF WAUKEGAN

PLAN SHEET

SHEET NO. 3

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE INTERNALLY STORED AND MANAGED UNDER FILE 01218-22.001, 7.4.4



DATE	DESCRIPTION	BY	APPROVED BY

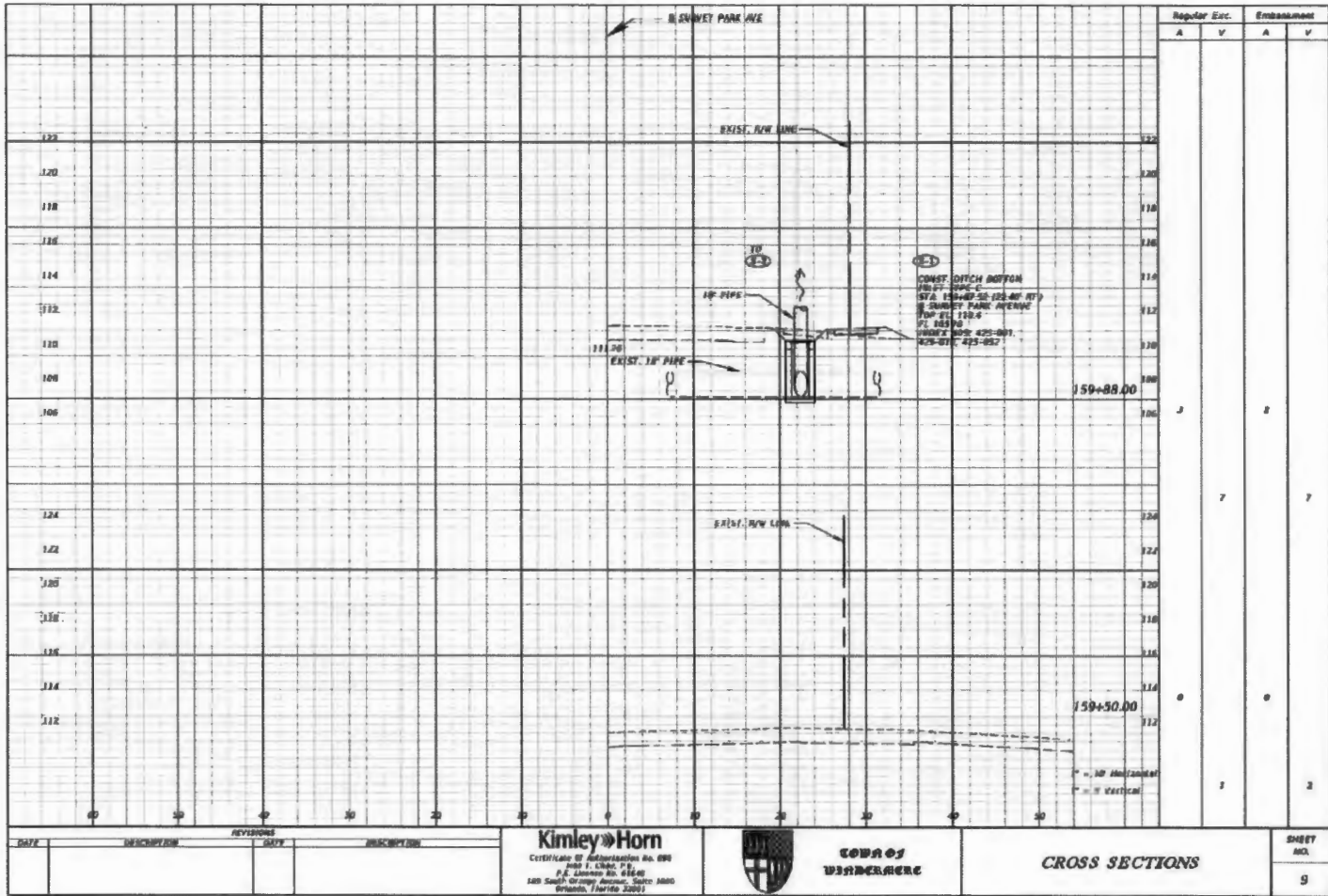
Kimley-Horn
 CONSULTING ENGINEERS
 1401 N. 20th St.
 P.O. Box 1000
 Orlando, Florida 32801

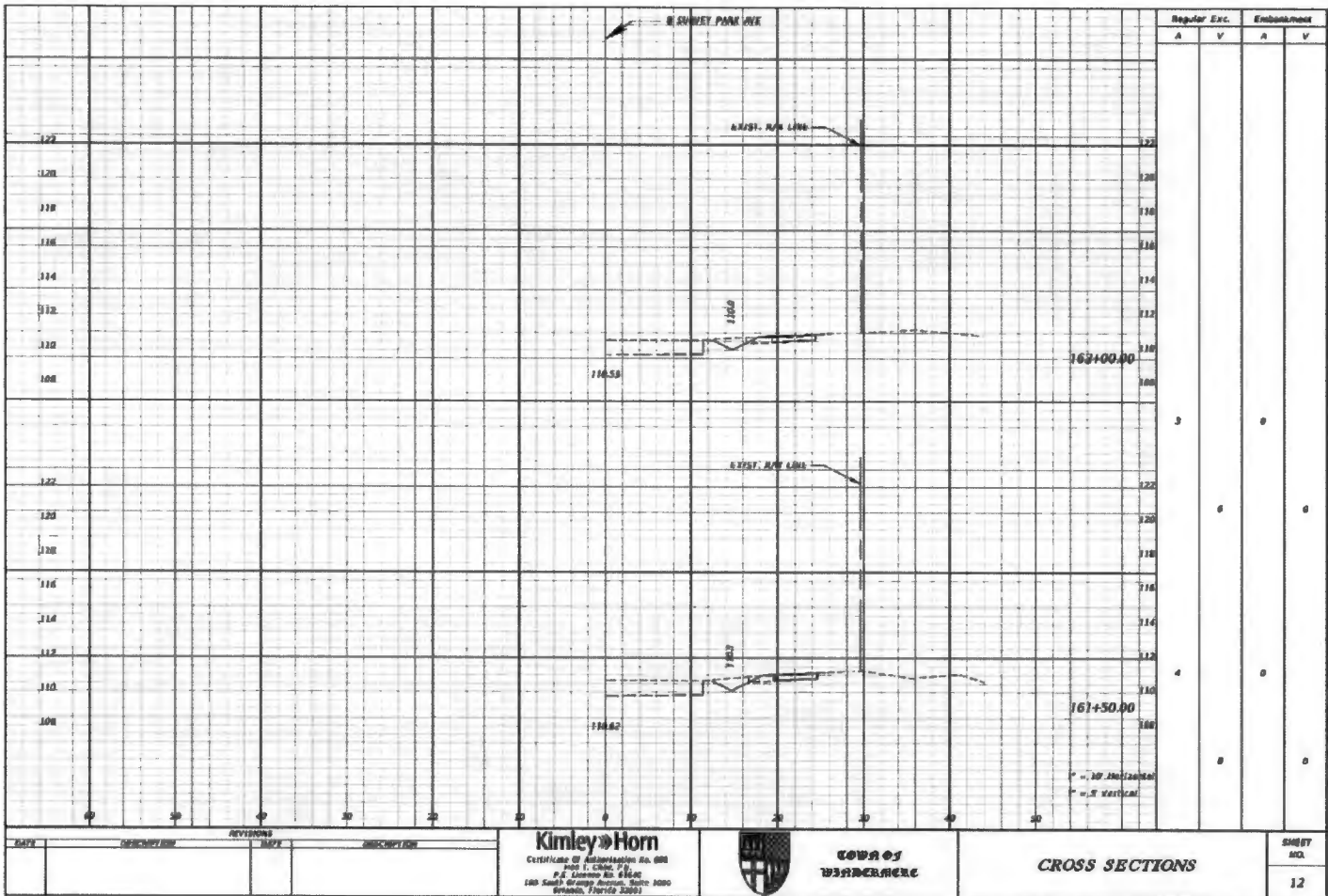


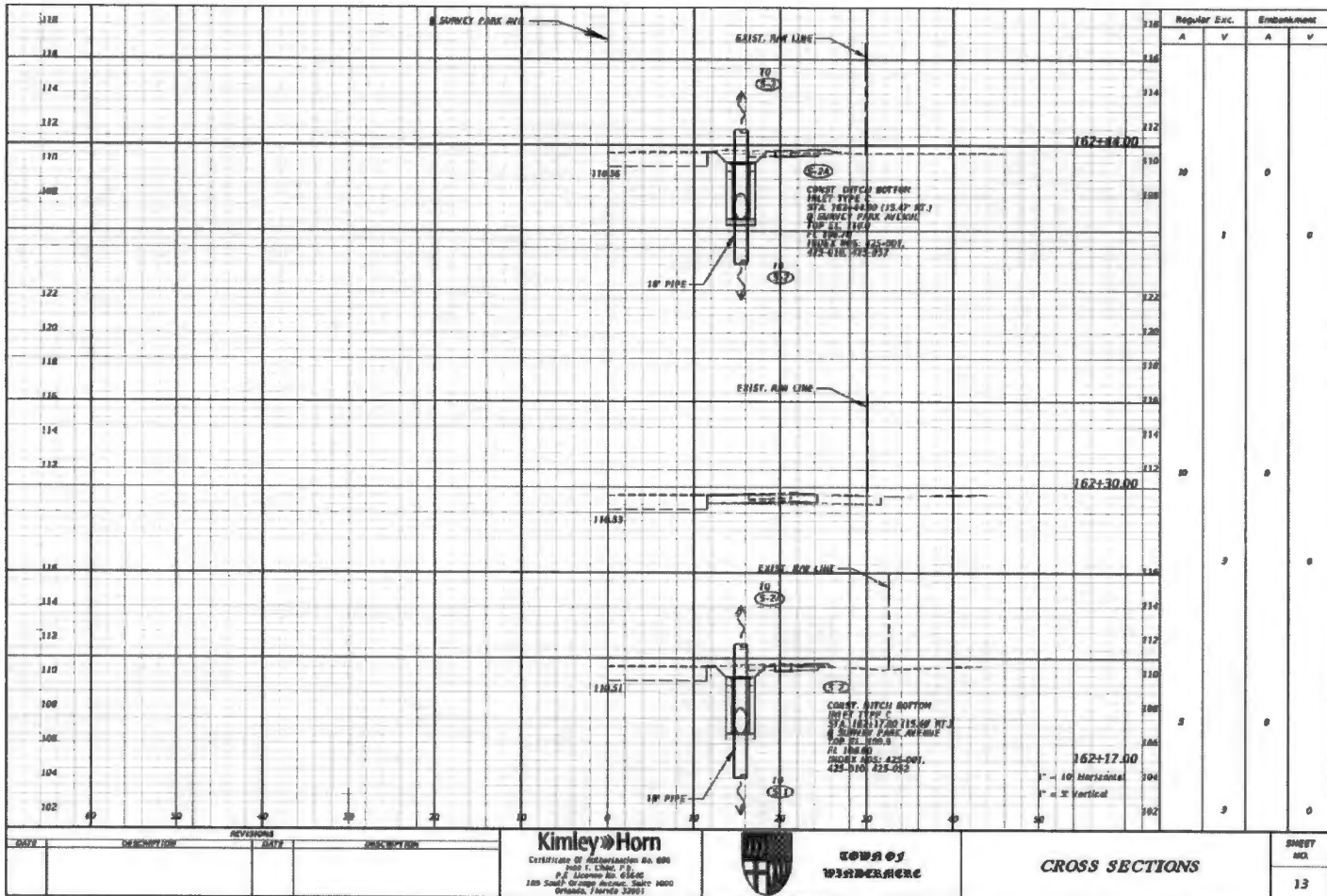
COUNTY OF BREVARD

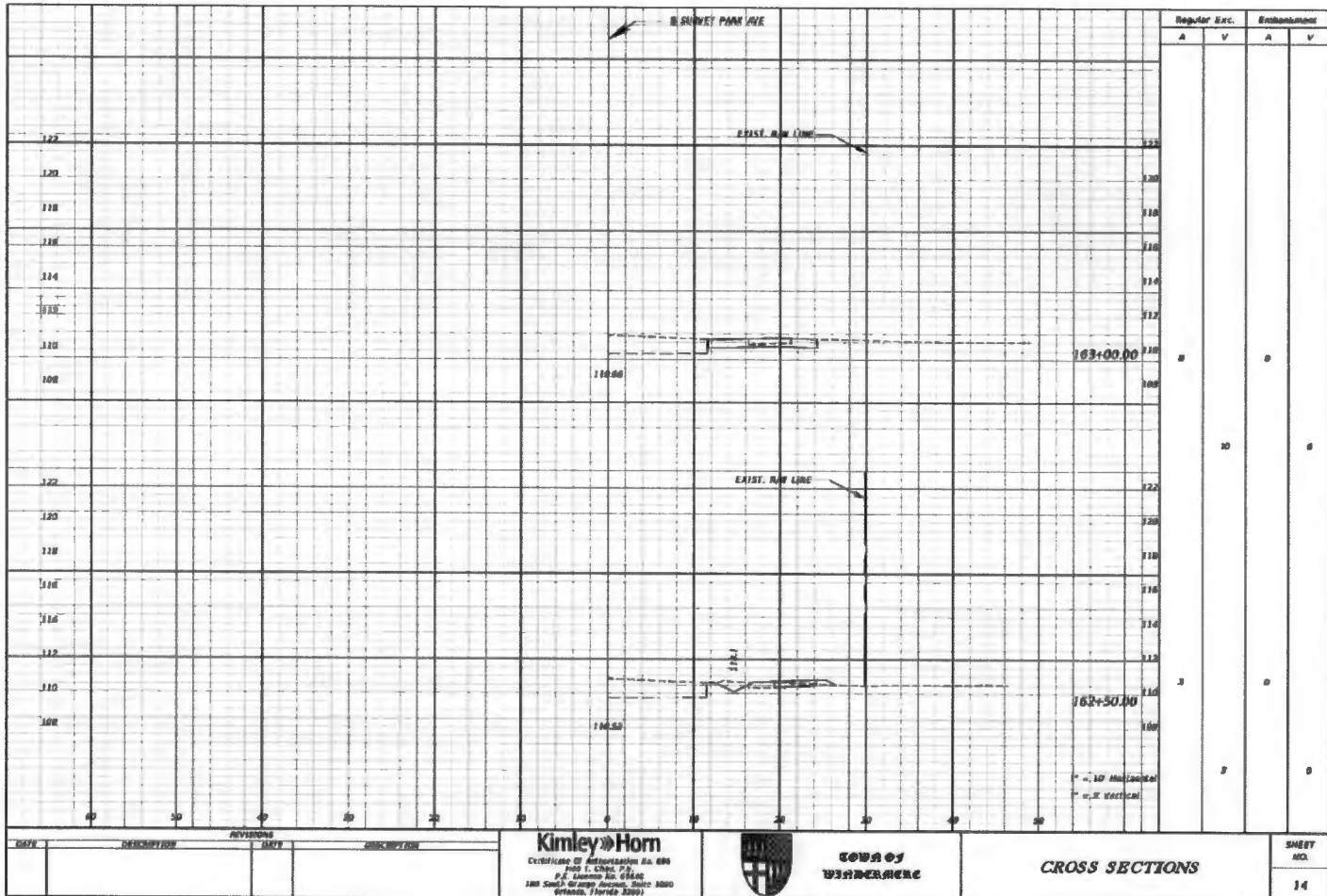
CROSS SECTIONS

SHEET NO.
6









DATE	DESCRIPTION	DATE	DESCRIPTION

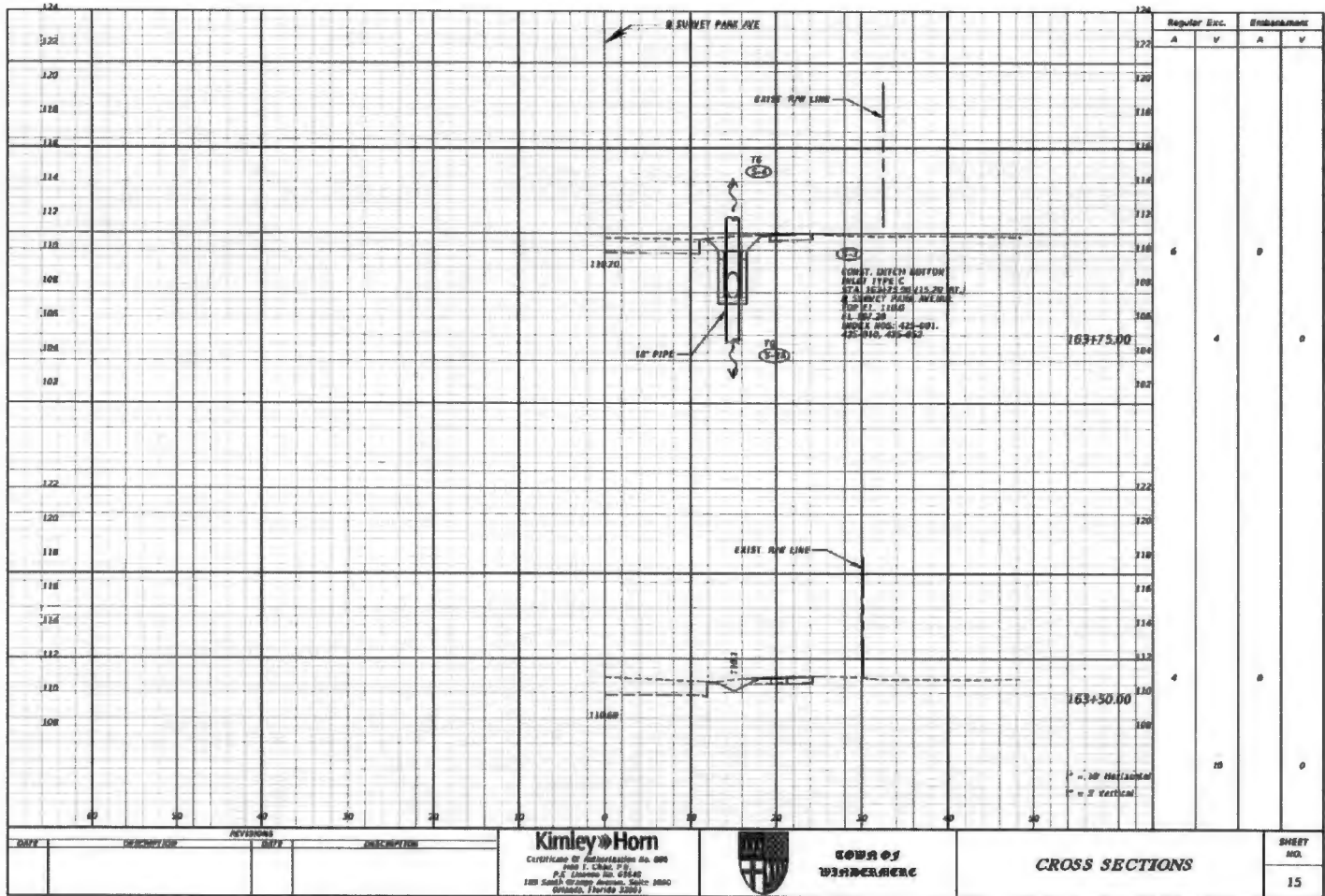
Kimley-Horn
 Certificate of Incorporation No. 689
 500 E. Olive St.
 P.O. Box 1000, No. 6840
 100 South Orange Avenue, Suite 3000
 Orlando, Florida 32801

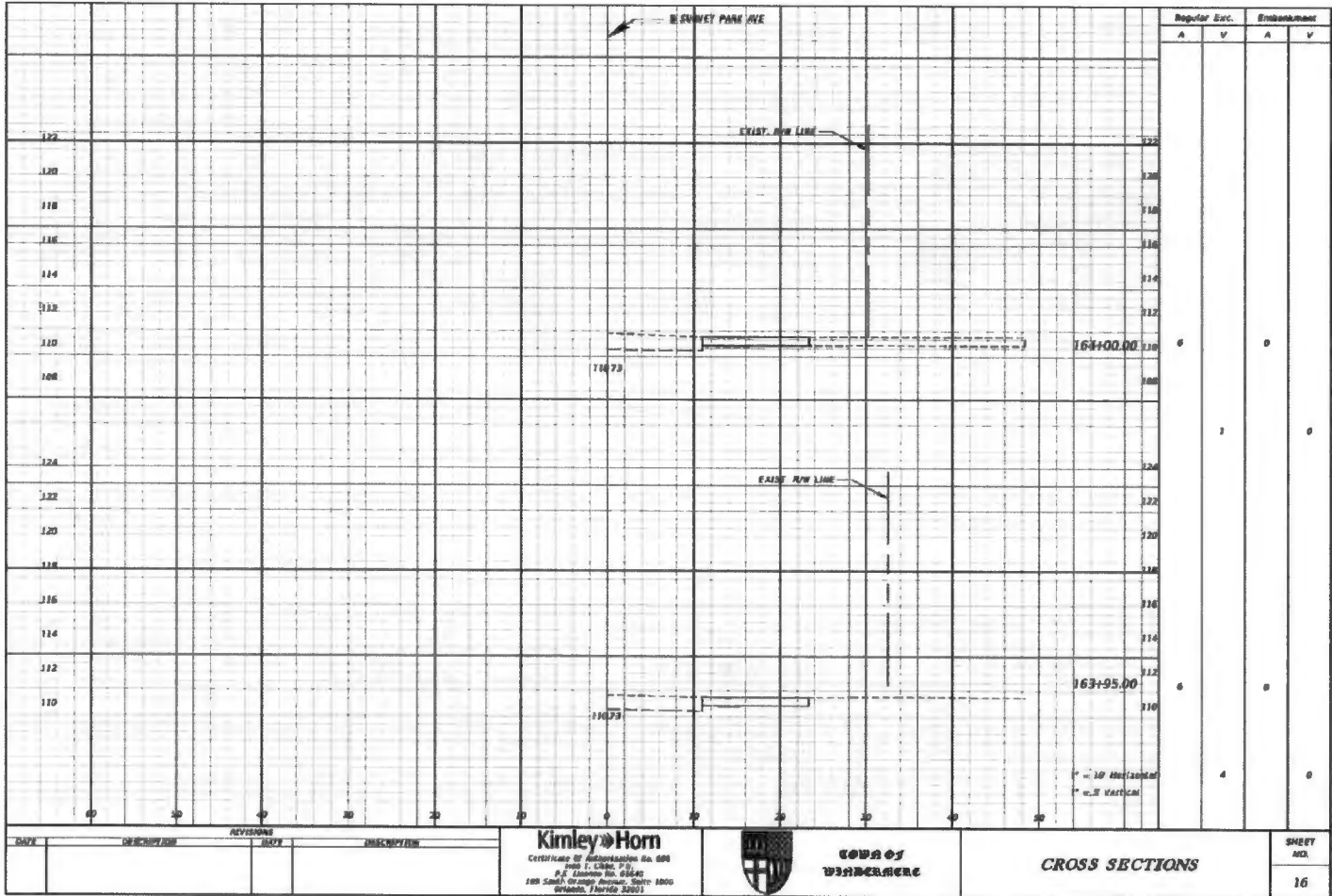


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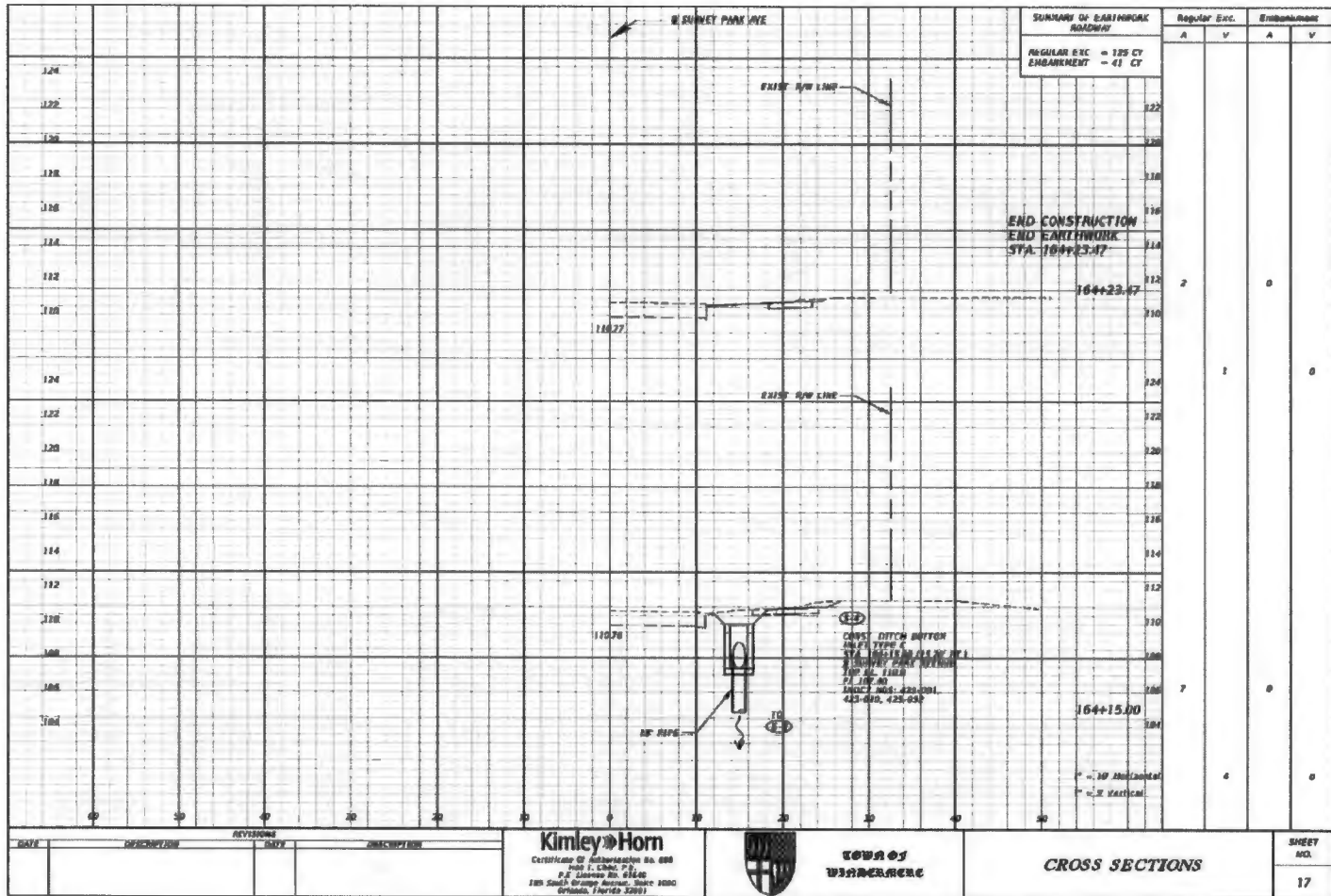
CROSS SECTIONS

SHEET NO.
 14





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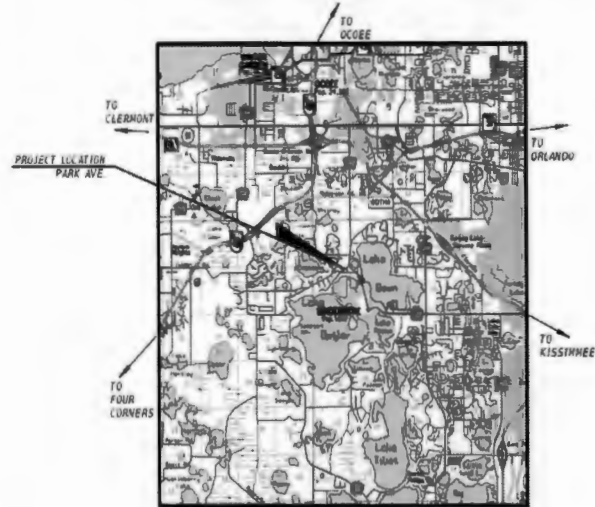
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ORANGE COUNTY UTILITIES

CONTRACT PLANS

**PARK AVENUE
UTILITY RELOCATION
WATER MAIN RELOCATIONS
ORANGE COUNTY UTILITIES**



INDEX OF UTILITY PLANS

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C-1	WATER MAIN PLAN
C-2	WATER MAIN PLAN
C-3	WATER MAIN PROFILE
C-4	ASSET TABLE
C-5	RESTORATION DETAILS
D-1	DETAILS - 1
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UTILITY PLANS
ENGINEER OF RECORD:

STEPHEN H. ROMANO, P.E. NO. 57579

Kimley»Horn

189 SOUTH ORANGE AVENUE
SUITE 2000
ORLANDO, FLORIDA 32801
TEL: (407) 880-5311
VENDOR NO. P90002063-001
CERTIFICATE OF AUTHORIZATION NO. 696

FILE NO. 97387
CIP NO. 1482-0058

City Officials

MAYOR
Jerry L. Demings

COMMISSIONERS
District 1: Betsy Vanderley
District 2: Christine Moore
District 3: Naya Uribe
District 4: Maribel Gomez
District 5: Emily Bonilla
District 6: Victoria P. Siglin

ADMINISTRATOR
Byron Brooks

UTILITIES DIRECTOR
RAYMOND E. HANSON P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	19	T-1

EXHIBIT "B"
UTILITIES PLANS

GENERAL NOTE: THE MATERIALS, PRODUCTS AND CONSTRUCTION OF WATER MAINS CONNECTING TO ORANGE COUNTY UTILITIES SYSTEM SHALL BE IN CONFORMANCE WITH THE CURRENT ORANGE COUNTY UTILITIES STANDARDS AND CONSTRUCTION SPECIFICATION MANUAL AND APPENDIX D OF SAID DOCUMENT. THE MANUAL IS LOCATED AT: http://ftp.ocfl.net/divisions/Utilities/pub/PlanReview/ManualOfStandardsAndSpecs/Manual_Approved2011/Orange%20County%20Utilities%20Standards%20and%20Construction%20Specifications%20Manual.pdf

MEASUREMENT AND PAYMENT

1.01 DESCRIPTION

- A. PAYMENT FOR ALL WORK DONE SHALL BE INCLUSIVE OF FURNISHING ALL MANPOWER, EQUIPMENT, MATERIALS, AND PERFORMANCE OF ALL OPERATIONS RELATIVE TO CONSTRUCTION OF THIS PROJECT. WILL BE MADE UNDER PAY ITEMS LISTED HEREIN. WORK FOR WHICH THERE IS NOT A PAY ITEM WILL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
- B. THE OWNER RESERVES THE RIGHT TO ALTER THE DRAWINGS, MODIFY INCIDENTAL WORK AS MAY BE NECESSARY, AND INCREASE OR DECREASE QUANTITIES OF WORK TO BE PERFORMED TO ACCORD WITH SUCH CHANGES, INCLUDING DEDUCTION OR CANCELLATION OF ANY ONE OR MORE OF THE PAY ITEMS. CHANGES IN THE WORK SHALL NOT BE CONSIDERED AS A WAIVER OF ANY CONDITIONS OF THE CONTRACT NOR INVALIDATE ANY PROVISIONS THEREOF. WHEN CHANGES RESULT IN CHANGES IN QUANTITIES OF WORK TO BE PERFORMED, THE CONTRACTOR WILL ACCEPT PAYMENT ACCORDING TO CONTRACT UNIT PRICES THAT APPEAR IN THE ORIGINAL CONTRACT. A SUPPLEMENTAL AGREEMENT BETWEEN THE CONTRACTOR AND THE OWNER WILL BE REQUIRED WHEN SUCH CHANGES INVOLVE A NET INCREASE OR DECREASE OF MORE THAN 25 PERCENT OF THE ESTIMATED QUANTITY OF A PAYMENT ITEM WHERE THE ITEM AMOUNTS TO 10% OR MORE OF THE CONTRACT PRICE.
- C. THE CONTRACTOR SHALL TAKE NO ADVANTAGE OF ANY APPARENT ERROR OR OMISSION IN THE DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR FULFILLMENT OF THE INTENT OF THE CONTRACT DOCUMENTS.
- D. THE ENGINEER WILL MAKE MEASUREMENTS AND DETERMINATIONS AS NECESSARY TO CLASSIFY THE WORK WITHIN PAY ITEMS AND DETERMINE THE QUANTITIES FOR PAY PURPOSES; SUCH DECISIONS WILL BE FINAL AFTER 3 DAYS IF THE CONTRACTOR DOES NOT SUBMIT A WRITTEN NOTICE AS DEFINED IN THE FOLLOWING PARAGRAPH.
- E. IF THE CONTRACTOR DIFFERS WITH THE ENGINEER'S CLASSIFICATION OF THE PAY ITEMS OR DETERMINATION OF QUANTITIES OF THE PAY ITEMS, HE MUST NOTIFY THE ENGINEER IN WRITING WITHIN 3 DAYS OF THE TIME THAT THE CONTRACTOR IS INFORMED OF THE ENGINEER'S DECISION. OTHERWISE THE OWNER WILL NOT CONSIDER ANY SUCH DIFFERENCE AS A CLAIM FOR PAYMENT.
- F. FAILURE ON THE PART OF THE CONTRACTOR TO CONSTRUCT ANY ITEM TO PLAN OR AUTHORIZED DIMENSIONS WITHIN THE SPECIFICATION TOLERANCES SHALL RESULT IN RECONSTRUCTION TO ACCEPTABLE TOLERANCES AT NO ADDITIONAL COST TO THE OWNER, ACCEPTANCE AT NO PAY, OR ACCEPTANCE AT REDUCED FINAL PAY QUANTITY OR REDUCED UNIT PRICE, ALL AT THE DISCRETION OF THE ENGINEER.
- G. THE QUANTITY FOR A PAY ITEM WILL BE REVISED ONLY IN THE EVENT THAT IT IS DETERMINED TO BE SUBSTANTIALLY IN ERROR. AN ERROR SHALL BE DEEMED SUBSTANTIAL IF THE QUANTITY WILL INCREASE OR DECREASE IN EXCESS OF FIVE PERCENT OF THE ORIGINAL QUANTITY FOR THAT ITEM OR THE AMOUNT DUE FOR THAT ITEM WILL INCREASE OR DECREASE IN EXCESS OF \$500 (WHICHEVER IS SMALLER). IN GENERAL, SUCH REVISIONS WILL BE DETERMINED BY FINAL MEASUREMENT OR PLAN CALCULATIONS OR BOTH AS ADDITIONS TO OR DEDUCTION FROM PLAN QUANTITIES SPECIFIED WITHIN THESE CONTRACT DOCUMENTS.

H. WORK SHALL NOT BE CONSIDERED COMPLETE UNTIL ALL TESTING HAS BEEN SATISFACTORILY COMPLETED AND THE ITEM OF WORK HAS DEMONSTRATED COMPLIANCE WITH PLANS AND SPECIFICATIONS.

I. A PRELIMINARY MONTHLY APPLICATION FOR PAYMENT SHALL BE SUBMITTED TO THE OWNER FOR REVIEW FIVE (5) DAYS PRIOR TO THE SUBMITTAL FOR APPROVAL OF THE CONTRACTOR'S MONTHLY PAYMENT REQUEST.

J. ALL MATERIALS SUPPLIED FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "ORANGE COUNTY UTILITIES STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL, APPENDIX D - LIST OF APPROVED PRODUCTS". PRODUCTS THAT ARE SUBMITTED FOR USE ON THIS PROJECT THAT ARE NOT ON THE APPROVED LIST WILL NOT BE CONSIDERED AS ACCEPTABLE FOR USE.

1.02 APPLICATION FOR PAYMENT

A. APPLICATIONS FOR PAYMENT SHALL BE SUBMITTED BY THE CONTRACTOR TO THE OWNER'S RESIDENT PROJECT REPRESENTATIVE (RPR) IN ACCORDANCE WITH THE SCHEDULE ESTABLISHED BY GENERAL CONDITIONS AND AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR.

B. FORMAT:

SUBMIT APPLICATIONS TYPED ON FORMS PROVIDED BY THE OWNER. THE CONTRACTOR SHALL PREPARE ITEMIZED CONTINUATION SHEETS USING THE ACCEPTED SCHEDULE OF VALUES AND ATTACH THEM TO THE APPLICATION. EACH ITEM SHALL HAVE AN ASSIGNED DOLLAR VALUE FOR THE CURRENT PAY PERIOD, AND A CUMULATIVE VALUE FOR THE PROJECT TO DATE. CHANGE ORDERS EXECUTED PRIOR TO THE DATE OF SUBMISSION SHALL BE LISTED AT THE END OF THE CONTINUATION SHEETS AND SHALL BE TOTALED SEPARATELY. THE FOLLOWING ITEMS SHALL BE INCLUDED WITH EACH COPY OF THE APPLICATION FOR PAYMENT:

- A. PROGRESS SCHEDULE
- B. STORED MATERIAL LOG
- C. PARTIAL RELEASE OF LIENS (FOR PAYMENT FOR STORED MATERIAL)
- D. CONSENT OF SURETY
- E. INVOICES FOR STORED MATERIALS
- F. UPDATED RECORD DRAWINGS

THE CONTRACTOR SHALL CERTIFY, FOR EACH CURRENT PAY REQUEST, THAT ALL PREVIOUS PAYMENTS RECEIVED FROM THE OWNER, UNDER HIS CONTRACT HAVE BEEN APPLIED BY THE CONTRACTOR TO DISCHARGE IN FULL ALL OBLIGATIONS OF THE CONTRACTOR IN CONNECTION WITH WORK COVERED BY PRIOR APPLICATIONS FOR PAYMENT, AND ALL MATERIALS AND EQUIPMENT INCORPORATED INTO THE WORK ARE FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTEREST AND ENCUMBRANCES. CONTRACTOR SHALL ATTACH TO EACH APPLICATION FOR PAYMENT LIKE AFFIDAVITS BY ALL SUBCONTRACTORS AND SUPPLIERS. CONTRACTOR SHALL ALSO ATTACH A "CONSENT OF SURETY" TO EACH APPLICATION FOR PAYMENT. ADDITIONALLY, A "PARTIAL RELEASE OF LIEN" FOR EACH SUBCONTRACTOR AND SUPPLIER SHALL BE ATTACHED TO EACH APPLICATION FOR PAYMENT. SUBMIT SEVEN (7) COPIES OF EACH APPLICATION TO THE RESIDENT PROJECT REPRESENTATIVE. EACH COPY SHALL INCLUDE ORIGINAL SIGNATURES. THE RESIDENT PROJECT REPRESENTATIVE SHALL REVIEW THE APPLICATION AND VERIFY QUANTITIES OF INSTALLED WORK AND STORED MATERIALS. UPON RPR APPROVAL, THE CONTRACTOR SHALL SUBMIT THE APPLICATION TO THE OWNER FOR REVIEW. WHEN THE OWNER FINDS THE APPLICATION PROPERLY COMPLETED AND CORRECT, THE OWNER WILL MAKE PAYMENT TO THE CONTRACTOR.

C. WORK NOT INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS OR MATERIALS NOT CONFORMING TO THE CONTRACT DOCUMENTS WILL NOT BE

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REVISIONS				 Certificate of Authorization No. 690 STEPHEN H. HUGHES, P.E. P.E. License No. 37519 109 South Orange Avenue, Suite 1000 Orlando, Florida 32801		PARK AVENUE UTILITY RELOCATIONS GENERAL NOTES 1	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				G-1

- APPROVED BY THE RESIDENT PROJECT REPRESENTATIVE, OWNER OR OWNER/ENGINEER FOR PAYMENT.
- D. UNIT PRICE CONTRACTS/ITEMS. LINEAR FEET SHALL BE MEASURED ALONG THE HORIZONTAL LENGTH OF THE CENTERLINE OF THE INSTALLED MATERIAL, UNLESS OTHERWISE SPECIFIED. PIPE SHALL BE MEASURED ALONG THE LENGTH OF THE COMPLETED PIPELINE, REGARDLESS OF THE TYPE OF JOINT REQUIRED, WITHOUT DEDUCTION FOR THE LENGTH OF VALVES OR FITTINGS
 - E. LUMP SUM CONTRACTS/ITEMS. THE MEASUREMENT OF WORK FOR LUMP SUM CONTRACTS AND/OR ITEMS SHALL BE BASED ON THE INFORMATION COMPILED BY THE CONTRACTORS OWN FIELD VERIFICATIONS AND INVESTIGATIONS AND TESTING PRIOR TO BIDDING.
 - F. THE FOLLOWING DESCRIBES THE SPECIFIC WORK AND METHODS OF MEASUREMENT FOR THE ITEMS LISTED IN THE BID SCHEDULE. MEASUREMENT AND PAYMENT FOR EACH BID ITEM SHALL INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO PERFORM THE WORK INCLUDED FOR THAT RESPECTIVE ITEM TO PROVIDE A COMPLETE AND OPERABLE INSTALLATION. RELATED WORK NOT SPECIFICALLY LISTED OR IDENTIFIED, BUT EVIDENTLY NECESSARY FOR SATISFACTORY COMPLETION OF THE ITEM, SHALL BE CONSIDERED TO BE INCLUDED.
 - G. NO SEPARATE PAYMENT WILL BE MADE FOR THE FOLLOWING WORK AND ITS COST SHALL BE INCLUDED IN THE APPROPRIATE PAY ITEM:
 - APPLICATIONS AND PULLING OF ALL UTILITY AND CONSTRUCTION PERMITS
 - SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES
 - FIELD ENGINEERING, SURVEYING AND LAYOUT
 - CLEARING AND GRUBBING
 - TRENCH EXCAVATION, SHEETING SHORING AND BRACING
 - LOCATING AND SUPPORTING EXISTING UTILITIES
 - STRUCTURAL FILL, BACKFILL, COMPACTION AND GRADING
 - SODDING
 - CLEANUP
 - TESTING MATERIALS AND APPARATUS INCLUDING PROVISIONS FOR WATER TO FILL, FLUSH, AND TEST MAINS
 - FITTINGS AND PIPE RESTRAINTS
- 2.0 PAY ITEMS
- 2.01 MOBILIZATION DEMOBILIZATION & BONDS (PAY ITEM 1)
- A. WORK INCLUDES: LOCATING EXISTING RIGHT-OF-WAYS, EXISTING ITEMS TO REMAIN AND/OR BE REMOVED AND STAKING OF PROPOSED STRUCTURES AND PIPING ALIGNMENT AS NECESSARY TO PROPERLY CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE PLANS. ALL DEVIATIONS FROM THE PLANS MUST BE APPROVED IN WRITING BY THE OWNER PRIOR TO CONSTRUCTION. PAYMENT OF SEVENTY-FIVE PERCENT (75%) OF THE APPLICABLE LUMP SUM PRICE FOR THE ITEM SHALL BE FULL COMPENSATION FOR THE PREPARATORY WORK AND OPERATIONS IN MOBILIZING FOR BEGINNING WORK ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, THOSE OPERATIONS NECESSARY FOR THE MOVEMENT OF PERSONNEL, EQUIPMENT, SUPPLIES AND INCIDENTALS TO THE PROJECT SITE, AND FOR ESTABLISHMENT OF FIELD OFFICES, STORAGE SHEDS, SAFETY EQUIPMENT AND FIRST AID SUPPLIES, SANITARY AND OTHER FACILITIES, BONDS, PERMITS, AND FEES, CONSTRUCTION SCHEDULES, PROJECT SIGNS, INSURANCE, AND ANY OTHER PRECONSTRUCTION EXPENSE NECESSARY FOR THE START OF THE WORK. PAYMENT OF THE REMAINING TWENTY-FIVE PERCENT (25%) OF THE APPLICABLE LUMP SUM PRICE FOR THE ITEM SHALL INCLUDE THOSE OPERATIONS, MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR CLEANUP OF STORAGE/LAYDOWN YARD, DEMOBILIZATION FROM THE SITE, AND ASSOCIATED WORK TO CLOSE OUT THE PROJECT AND WILL BE PAID WITH THE FINAL PAY REQUEST.
 - B. UNIT OF MEASUREMENT IS LUMP SUM THE AMOUNT OF THIS BID ITEM SHALL NOT EXCEED FIVE PERCENT (5%) OF THE TOTAL BASE BID.

- 2.02 INDEMNIFICATION (PAY ITEM 2)
- IN CONSIDERATION OF THE CONTRACTOR'S INDEMNITY AGREEMENT AS STATED IN THE CONTRACT DOCUMENTS, OWNER AGREES THAT SUCH SPECIFIC CONSIDERATION SHALL BE \$100.00 AND OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED UPON SIGNING OF THE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR (OR CONSULTANT) SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER, ITS AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND OTHER LEGAL COSTS SUCH AS THOSE FOR PARALEGAL, INVESTIGATIVE AND LEGAL SUPPORT SERVICES AND THE ACTUAL COST INCURRED FOR EXPERT WITNESS TESTIMONY, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF SERVICES REQUIRED UNDER THIS AGREEMENT, PROVIDED THAT SAME IS CAUSED IN WHOLE OR PART BY THE ERROR, OMISSION, NEGLIGENT ACT, CONDUCT OR MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, SERVANTS, EMPLOYEES, OR SUBCONTRACTORS. IN ACCORDANCE WITH SECTION 725.06, FLORIDA STATUTES, ADEQUATE CONSIDERATION HAS BEEN PROVIDED TO THE CONTRACTOR FOR THIS OBLIGATION. THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY SPECIFICALLY ACKNOWLEDGED.
- 2.03 PRECONSTRUCTION VIDEO (PAY ITEM 3)
- A. WORK INCLUDES: PRECONSTRUCTION DOCUMENTATION VIA DIGITAL VIDEO TAPING PLUS ALL DIGITAL OR 35MM COLOR PHOTOGRAPHS NECESSARY TO PICK UP DETAIL NOT EASILY VISIBLE OR APPARENT ON THE DIGITAL VIDEO TAPE
 - B. PAYMENT FOR THIS ITEM SHALL BE LUMP SUM DIVIDED INTO EQUAL MONTHLY PAYMENTS BASED ON THE CONTRACT TIME.
- 2.04 RECORD DRAWINGS (PAY ITEM 4)
- A. WORK INCLUDES: THE PREPARATION AND MAINTENANCE OF AS-BUILT DATA ON A SET OF CONTRACT DOCUMENTS TO BE AVAILABLE ON-SITE. THE FINAL PREPARATION OF RECORD DRAWINGS SHALL BE PREPARED IN ACCORDANCE WITH ORANGE COUNTY UTILITIES STANDARDS, 2011 EDITION.
 - B. PAYMENT SHALL BE LUMP SUM AND PAID WITH THE FINAL PAY REQUEST
- 2.05 UTILITY MAINTENANCE OF TRAFFIC (PAY ITEM 5)
- A. MEASUREMENT OF THE LUMP SUM ITEM TO INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE CONSTRUCTION OF THE UTILITY WORK AS REQUIRED BY THE MAINTENANCE OF TRAFFIC TECHNICAL PROVISION (PART H, TP 102) OF THIS CONSTRUCTION CONTRACT.
 - B. PAYMENT OF THE LUMP SUM PRICE SHALL BE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT TO PROVIDE SAFE AND EFFECTIVE MAINTENANCE OF TRAFFIC OF VEHICULAR AND PEDESTRIAN TRAFFIC, INCLUDING BUT NOT LIMITED TO, PREPARATION AND SUBMITTAL OF A COMPLETE TRAFFIC CONTROL PLAN, TEMPORARY LANES, WALKS OR DRAINAGE FACILITIES, FLAGMEN, SIGNS, BARRICADES, CHANNELIZATION DEVICES, LIGHTS AND OTHER PROTECTIVE DEVICES NECESSARY FOR THE CONSTRUCTION OF THE UTILITY WORK. THIS WORK ITEM ALSO INCLUDES TEMPORARY ASPHALT TO FACILITATE ORANGE COUNTY UTILITY WORK. OPEN CUT AND RESTORATION SHALL BE IN COMPLIANCE WITH FDOT STANDARDS. THIS ITEM WILL BE PAID BASED ON THE PERCENTAGE OF THE TOTAL VALUE OF THE WORK PERFORMED TO DATE PROPORTIONAL TO THE ORIGINAL CONTRACT AMOUNT FOR THE RESPECTIVE LINE ITEM
- 2.06 FURNISH AND INSTALL WATER MAIN (PAY ITEM 6)
- A. WORK INCLUDES: FURNISHING ALL LABOR, MATERIALS, AND EQUIPMENT, AND CONSTRUCTING THE RESPECTIVE PIPELINE'S COMPLETE INSTALLATION INCLUDING ALL DIP POLYETHYLENE ENCASEMENT, CLEARING AND GRUBBING, PROTECTION OF EXISTING UTILITIES, EXCAVATION SHEETING, SHORING AND BRACING, BACKFILL, COMPACTION, GRADING, TEMPORARY EROSION CONTROL, SURVEY LAYOUT, PIPELINE IDENTIFICATION AND WARNING TAPE, THRUST RESTRAINTS, SODDING, ALL TESTING (INCLUDING PRESSURE AND BACTERIOLOGICAL), FLUSHING OR PIGGING.

REVISIONS			
DATE	REVISION/NO.	DATE	DESCRIPTION

Kimley-Horn
 Certificate of Authorization No. 096
 STEPHEN W. KIMLEY, P.E.
 P.E. License No. 37579
 189 South Orange Avenue, Suite 1000
 Orlando, Florida 32801



PARK AVENUE UTILITY RELOCATIONS
 GENERAL NOTES 2

SHEET
 NO
 C-2

DISPOSAL OF EXCESS MATERIAL, AND RESTORATION OF AREA. THIS ITEM ALSO INCLUDES ALL NECESSARY PIPE FITTINGS INCLUDING REDUCERS, BENDS, TEES, WYES, PLUGS, SLEEVES, RESTRAINING DEVICES, NUTS, BOLTS, GASKETS, LINE LOCATION WIRES. REMOVAL AND REPLACEMENT OF SIDEWALKS, REMOVAL AND REPLACEMENT OF FENCES, MAILBOXES, SHRUBS, IRRIGATION SPRINKLERS, AND OTHER OBSTRUCTIONS, TREE REMOVAL OR PROTECTION, INSTALLATION OF SILT FENCE, CONNECTION TO (AND MECHANICAL RESTRAINT OF) EXISTING PIPES OR STRUCTURES AND ALL OTHER ITEMS INCIDENTAL TO THE CONSTRUCTION OF THE PIPELINES. CONTRACTOR SHALL PROVIDE CERTIFICATION THAT ALL PIPE WAS PROPERLY INSTALLED AS PER THE MANUFACTURER'S REQUIREMENTS. THIS PAY ITEM ALSO INCLUDES OPEN CUT AND RESTORATION OF ROADWAY INCLUDING MILLING AND RESURFACING THE ROADWAY WITHIN THE LIMITS SHOWN ON THE PLANS.

B. THE UNITS OF MEASUREMENT FOR THIS ITEM WILL BE LINEAL FEET OF DUCTILE IRON WATER MAIN ACTUALLY FURNISHED AND INSTALLED.

2.07 FURNISH AND INSTALL GATE VALVES (PAY ITEM 7)

A. WORK INCLUDES: FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT INCLUDING DEWATERING, EXCAVATION, SHEETING, SHORING, BRACING, INSTALLATION BACKFILL, COMPACTION, VALVE BOXES ADJUSTED TO GRADE, VALVE NUT EXTENSIONS AND COVER, CONCRETE COLLARS AND PADS, IDENTIFICATION DISCS, LOCATING WIRES, ACCESSORIES, TEMPORARY EROSION CONTROL, CONNECTION TO NEW AND/OR EXISTING PIPES, THRUST RESTRAINT, LEAKAGE TESTING AND RESTORATION. CONTRACTOR SHALL BE REQUIRED TO CUT A "V" IN THE CURBING TO INDICATE THE LOCATION OF THE VALVE.

B. UNIT OF MEASUREMENT IS THE NUMBER OF GATE VALVES WITH THE VALVE NUT EXTENSION AND VALVE BOXES SATISFACTORILY FURNISHED AND INSTALLED COMPLETE WITH COVERS AND CONCRETE COLLARS.

2.08 FURNISH AND INSTALL TAPPING SLEEVE AND TAPPING VALVE (PAY ITEMS 8-9)

A. WORK INCLUDES: FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT, INCLUDING DEWATERING EXCAVATION, SHEETING, SHORING, BRACING, INSTALLATION BACKFILL, COMPACTION, VALVE BOXES ADJUSTED TO GRADE, VALVE NUT EXTENSIONS AND COVER, CONCRETE COLLARS AND PADS, IDENTIFICATION DISCS, LOCATING WIRES, ACCESSORIES, TEMPORARY EROSION CONTROL, CONNECTION TO NEW AND/OR EXISTING PIPES, THRUST RESTRAINT, LEAKAGE TESTING AND RESTORATION, INSTALLATION OF TAPPING SLEEVE, TAPPING VALVE AND VALVE BOX, TAPPING OF MAIN LINE, THRUST RESTRAINT, AND TESTING. THIS WORK INCLUDES TAPPING OF EXISTING POTABLE WATER MAINS AND EXISTING FORCE MAINS. PAYMENT WILL ONLY BE MADE FOR THOSE TAPPING SLEEVES AND VALVES THAT ARE ACTUALLY INSTALLED. THE COUNTY RESERVES THE RIGHT TO DELETE IN THE LOCATIONS WHERE THEY ARE NOT USED DURING CONSTRUCTION.

B. UNIT OF MEASUREMENT IS EACH SLEEVE AND VALVE SATISFACTORILY FURNISHED AND INSTALLED.

2.09 FURNISH AND INSTALL LINE STOPS (PAY ITEM 10)

A. WORK INCLUDES: FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL EACH LINE STOP ASSEMBLY INCLUDING PIPE BORING, TEMPORARY VALVES OR PLUGS, RESTRAINT OF ALL EXISTING PIPE PER RESTRAINED PIPE TABLES, RECOVERY OF THE TEMPORARY VALVES AND PLUGS, AND SEALING OF THE BORE HOLE WITH A PERMANENT PLUG AND PROPERLY CAPPING OF THE EXISTING LINE. RESTRAINT INFORMATION SHALL BE PROVIDED WITH SHOP DRAWING SUBMITTAL. THIS ITEM ALSO INCLUDES CLEARING AND GRUBBING, TEMPORARY EROSION CONTROL, EXCAVATION, SHEETING, SHORING AND BRACING, DEWATERING, BACKFILL, COMPACTION, PROTECTION OF EXISTING POTABLE WATER SYSTEM AND FORCE MAINS, DISINFECTION FOR WATER SYSTEM, RESTORATION, SODDING AND CLEAN UP.

B. UNIT OF MEASUREMENT: THE QUANTITY FOR PAYMENT SHALL BE THE ACTUAL NUMBER OF LINE STOP ASSEMBLIES SATISFACTORILY FURNISHED AND INSTALLED INCLUDING ALL RESTRAINTS TO EXISTING LINES.

2.10 GROUTING AND REMOVAL OF EXISTING PIPE (PAY ITEM 11)

A. WORK INCLUDES: THE WORK OF THIS ITEM SHALL INCLUDE ALL LABOR, MATERIALS AND NECESSARY EQUIPMENT FOR THE REMOVAL OF EXISTING AND TEMPORARY WATER MAINS, GRAVITY MAINS OR FORCE MAINS AS CALLED FOR ON THE PLANS, WHICH INCLUDES DRAINING AND PROPER DISPOSAL OF PIPE AND CONTENTS, DISCONNECTION FROM EXISTING MAINS OR STRUCTURES AND INSTALLATION OF ANY DUCTILE IRON CAPS OR PLUGS THAT MAY BE REQUIRED. THIS ITEM ALSO INCLUDES ALL CLEARING AND GRUBBING, ANY MOT THAT MAY BE REQUIRED FOR UTILITY LINE REMOVAL, PROTECTION OF EXISTING UTILITIES, EXCAVATION, SHEETING, SHORING AND BRACING, DEWATERING INCLUDING ALL TESTING MONITORING AND PROPER DISPOSAL OF GROUNDWATER, BACKFILL, COMPACTION, GRADING, SODDING, DISPOSAL OF EXCESS MATERIAL, AND RESTORATION OF AREA AS WELL AS THE REMOVAL AND DISPOSAL OF ANY SERVICE LINES CONNECTED TO THE PIPES AS WELL AS THE PROPER DISPOSAL OF REMOVED MATERIALS AND RESTORATION AFTER COMPLETION OF CONSTRUCTION OPERATIONS. REMOVAL OF THE EXISTING AND/OR TEMPORARY MAINS SHALL OCCUR FOLLOWING NEW LINE INSTALLATIONS AND FDEP CLEARANCE. THIS PAY ITEM ALSO INCLUDES OPEN CUT AND RESTORATION OF ROADWAY.

B. BASIS OF PAYMENT FOR THIS PAY ITEM WILL BE THE ACTUAL LINEAL FEET OF PIPE REMOVED OR GROUTED AS MEASURED ALONG THE CENTERLINE OF THE REMOVED PIPE.

PAY ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION DEMOBILIZATION AND BONDS (5% MAXIMUM)	LS	1		
2	INDEMNIFICATION	LS	1		
3	PRECONSTRUCTION VIDEO	LS	1		
4	RECORD DRAWINGS	LS	1		
6	MAINTENANCE OF TRAFFIC	LS	1		
6	FURNISH AND INSTALL 6" DIP	FT	325		
7	FURNISH AND INSTALL 6" GATE VALVE	EA	2		
8	FURNISH AND INSTALL TAPPING SLEEVE AND VALVE 6"x6"	EA	1		
9	FURNISH AND INSTALL TAPPING SLEEVE AND VALVE 16"x6"	EA	1		
10	FURNISH AND INSTALL 6" LINESTOP	EA	2		
11	REMOVAL/GROUTING OF EXISTING PIPE	FT	325		
TOTAL					

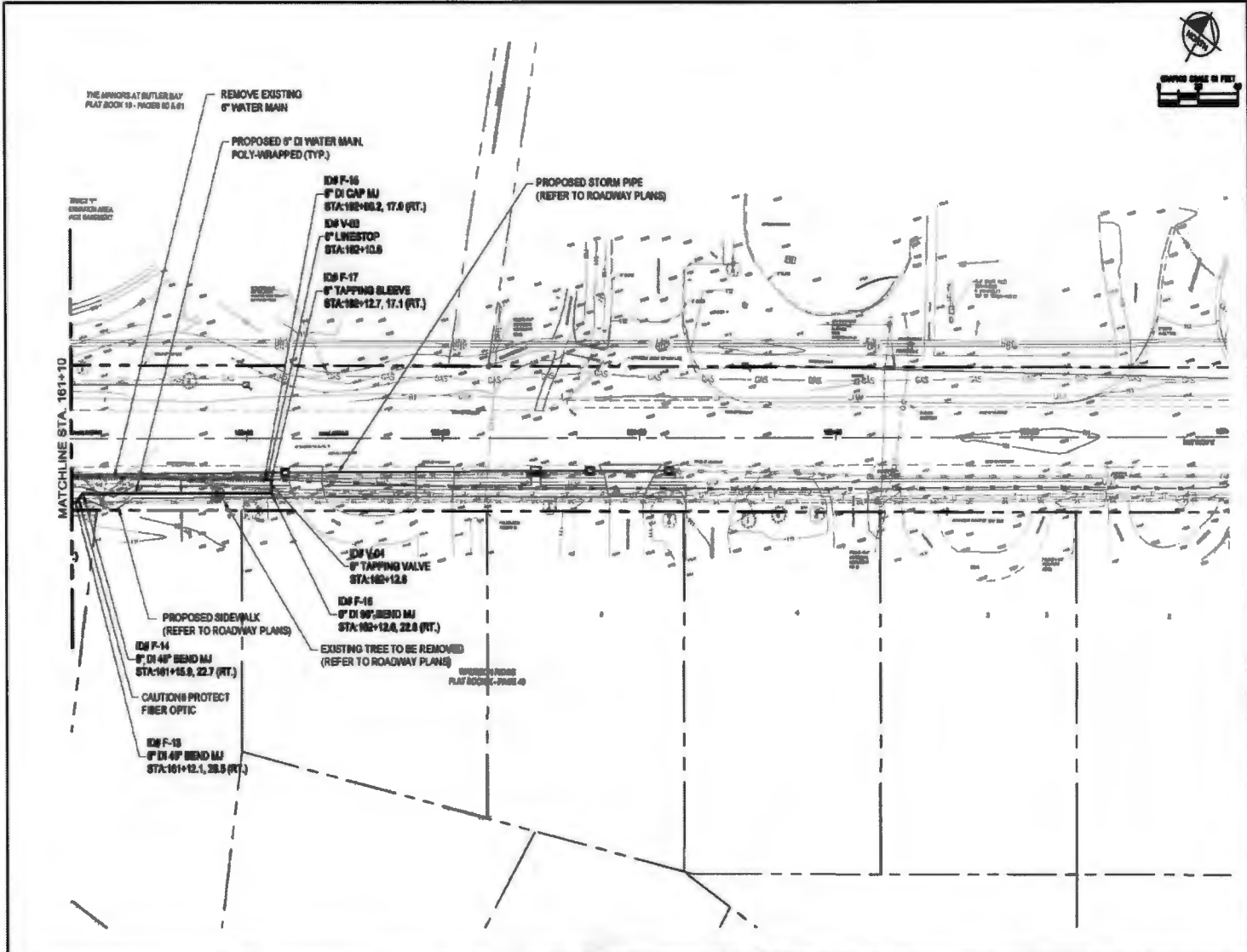
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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 SEYMOUR N. ROMANO, P.E.
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 188 South Orange Avenue, Suite 1000
 Orlando, Florida 32801



PARK AVENUE UTILITY RELOCATIONS
GENERAL NOTES 3

SHEET NO.
C-3



B6 of 11

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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 STEPHEN H. ROYLAND, P.E.
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 Orlando, Florida 32801

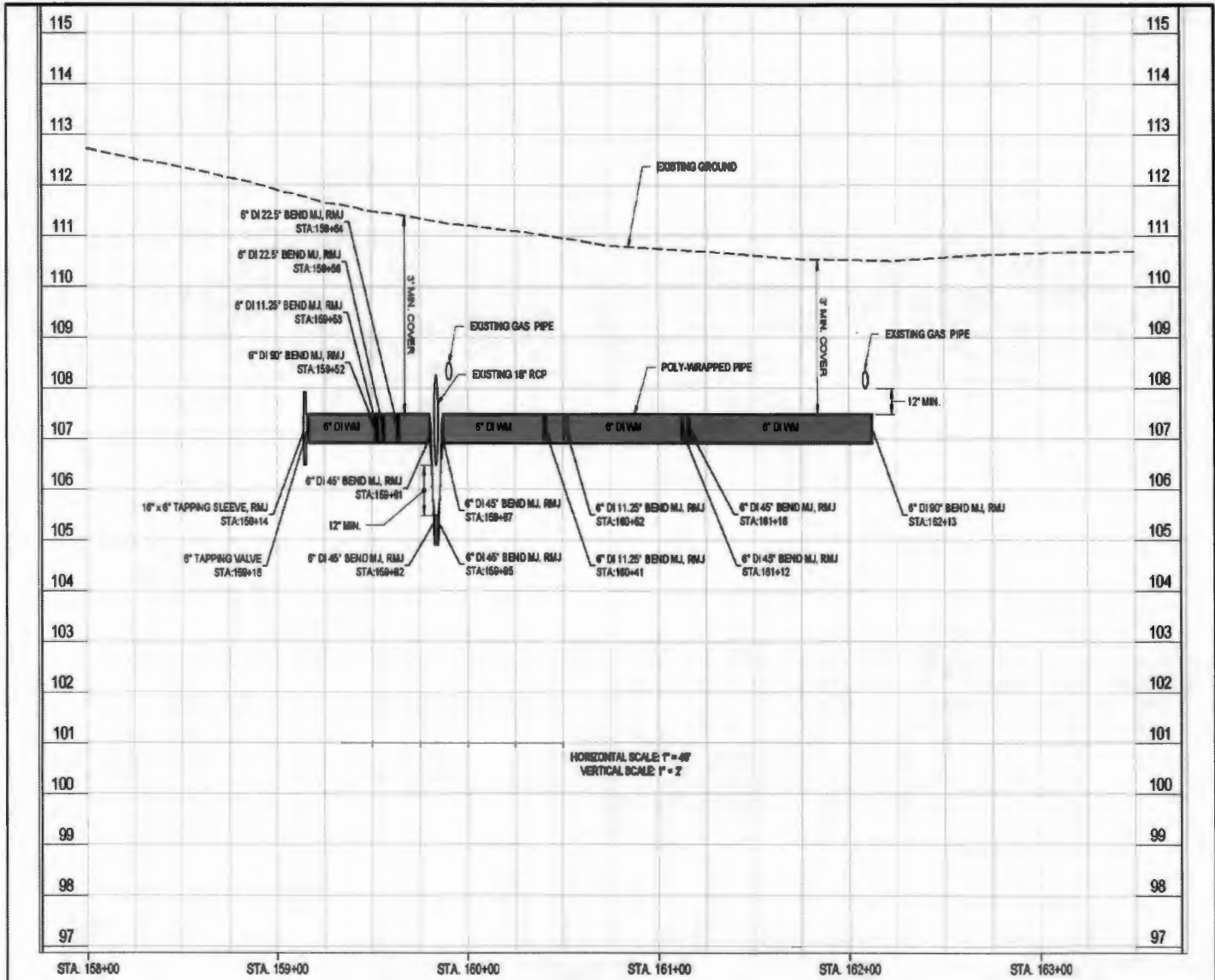
ORANGE COUNTY
UTILITIES
DEPARTMENT

PARK AVENUE UTILITY RELOCATIONS
WATER MAIN PLAN

SHEET NO.
C-2

10/24/11 10/27/11 11/06/11 11/01/11

B7 of 11



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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 Orlando, Florida 32801



PARK AVENUE UTILITY RELOCATIONS
 WATER MAIN PROFILE

SHEET NO.
 C-3

FITTING TABLE					
ID NUMBER	DESCRIPTION	STATION	ELEVATION	NORTHING	EASTING
F-01	18" x 8" TAPPING SLEEVE				
F-02	6" DI 90° BEND MJ				
F-03	6" DI 11.25° BEND MJ				
F-04	6" DI CAP MJ				
F-05	6" DI 22.5° BEND MJ				
F-06	6" DI 22.5° BEND MJ				
F-07	6" DI 45° BEND MJ				
F-08	6" DI 45° BEND MJ				
F-09	6" DI 45° BEND MJ				
F-10	6" DI 45° BEND MJ				
F-11	6" DI 11.25° BEND MJ				
F-12	6" DI 11.25° BEND MJ				
F-13	6" DI 45° BEND MJ				
F-14	6" DI 45° BEND MJ				
F-15	6" DI CAP MJ				
F-16	6" DI 90° BEND MJ				
F-17	6" TAPPING SLEEVE				
F-18	6" DI CAP MJ				

VALVE ASSET TABLE					
ID NUMBER	DESCRIPTION	STATION	ELEVATION	NORTHING	EASTING
V-01	6" TAPPING GV MJ				
V-02	6" LINESTOP				
V-03	6" LINESTOP				
V-04	6" TAPPING GV MJ				

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

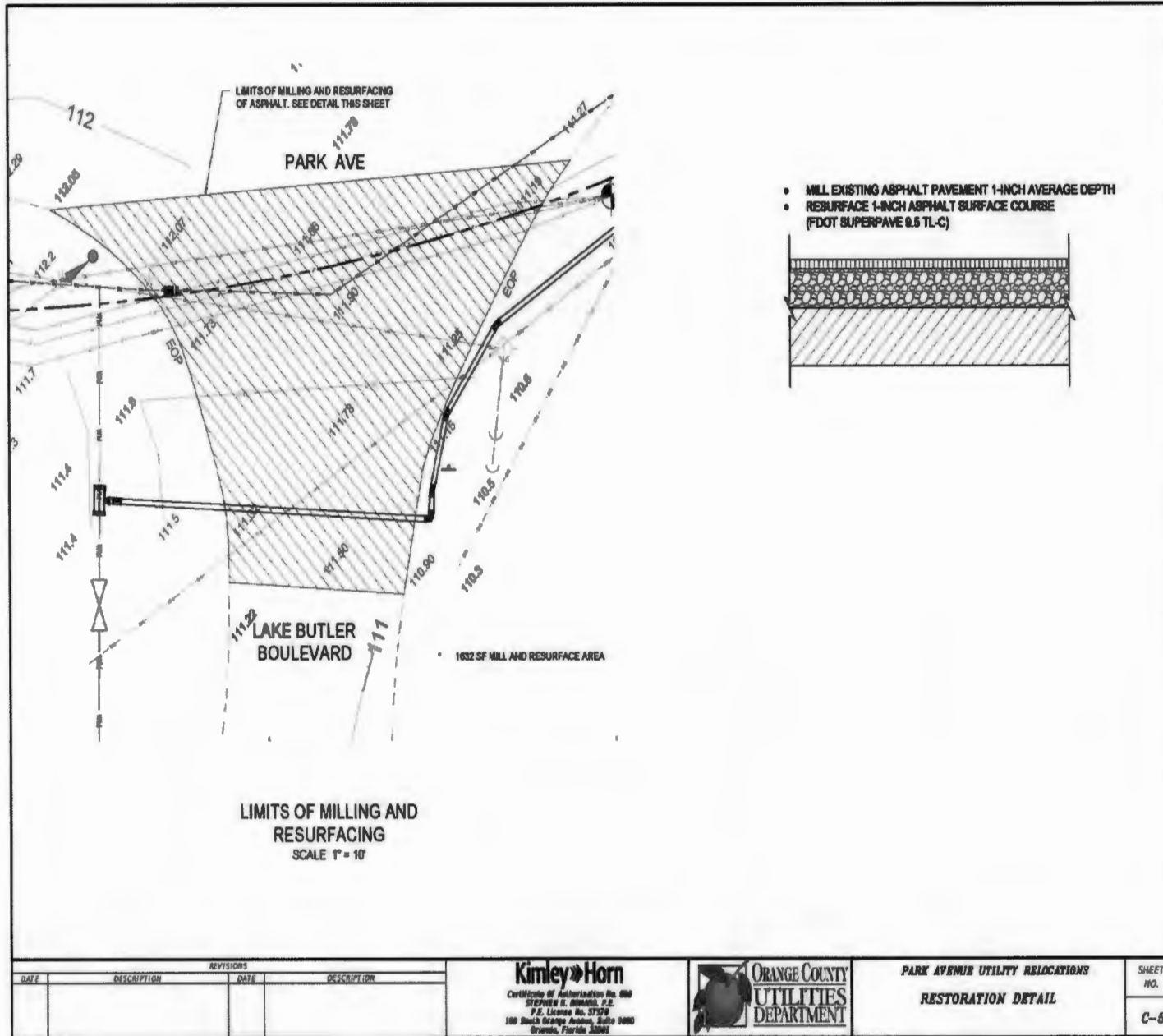
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PARK AVENUE UTILITY RELOCATIONS
ASSET TABLE

SHEET NO.
C-4

B9 of 11



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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PARK AVENUE UTILITY RELOCATIONS
 RESTORATION DETAIL

SHEET NO.
 C-5

EXHIBIT "C"
UTILITY COST ESTIMATE

Estimated Construction Costs for Park Avneue Water Main Relocation					
Pay Item	Description	Unit	Qty	Unit Price	Total Amount
1	Mobilization, Demobilization and Bonds (5% maximum)	LS	1	5%	\$6,000.00
2	Indemnification	LS	1	\$5,000.00	\$5,000.00
3	Preconstruction Video	LS	1	\$5,000.00	\$5,000.00
4	MOT	LS	1	\$10,000.00	\$10,000.00
5	Furnish and Install 6-inch DI	LF	325	\$100.00	\$32,500.00
6	Furnish and Install 6-inch Gate Valve	EA	2	\$3,000.00	\$6,000.00
7	Furnish and Install 6x6 Tapping Sleeve and Valve	EA	1	\$7,500.00	\$7,500.00
8	Furnish and Install 16x6 Tapping Sleeve and Valve	EA	1	\$15,000.00	\$15,000.00
9	Furnish and install 6-inch Line Stop	EA	2	\$10,000.00	\$20,000.00
10	Removal/Grouting of existing pipeline	LF	325	\$50.00	\$16,500.00
11	Record Drawings	LS	1	\$5,000.00	\$5,000.00
	Subtotal				\$128,500.00
	Contingency 15%				\$19,238.00
	Total				\$147,738.00