



Interoffice Memorandum

December 19, 2017

TO: Mayor Teresa Jacobs
and Board of County Commissioners

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



for Raymond Hanson

SUBJECT: BCC AGENDA ITEM – Consent Agenda
January 9, 2018 BCC Meeting
Agreement for Utility Work Related to the Ruby Lake
PD/Connector Road (From Palm Parkway to Hilton Driveway)
Contact Person: Andres Salcedo, P. E., Manager
Utilities Engineering Division
407-254-9719

Pulte Home Company, LLC (Pulte), under the Palm Parkway to Apopka-Vineland Connector Road Fourth Supplemental Agreement, is advancing the Southeastern Segment of the Public Works Roadway project ahead of Public Works executing a construction contract. They are constructing the roadway segment beginning at the southeastern end of the Connector Road, extending from Palm Parkway to Station 525 as reflected in the Public Works engineering plans for the Connector Road project. To maximize efficiency and coordination, we have requested Pulte to retain a contractor to do all utility work within the project limits on the County's behalf. The County will pay Pulte for the utility work as prescribed by the agreement summarized below.

Utility Adjustment Agreement: This agreement authorizes Pulte to contract for the necessary force main utility work as part of the construction project Ruby Lake PD/Connector Road (From Palm Parkway to Hilton Driveway). The utility work will consist of relocating approximately 120 feet of 20-inch force main. The estimated construction cost of the utility work that Orange County will pay for under this agreement is \$202,620.

Orange County Attorney's Office staff finds the agreement acceptable. Utilities Department staff has reviewed the agreement and recommends approval.

Action Requested: Approval and execution of Utility Adjustment Agreement by and between Orange County and Pulte Home Company, LLC for the Ruby Lake PD/Connector Road (from Palm Parkway to Hilton Driveway) Project in the estimated construction cost of \$202,620.

District 1.

BCC Mtg. Date: January 9, 2018

UTILITY ADJUSTMENT AGREEMENT

THIS UTILITY ADJUSTMENT AGREEMENT (this "**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 **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation ("**PULTE**"), whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811. The **COUNTY** and **PULTE** may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS:

WHEREAS, **BVC Partners I, LLC**, a Florida limited liability company ("**BVC**"), **Kerina, Inc.**, a Delaware corporation ("**Kerina**"), **Sand Lake Investments, Ltd.**, a Florida limited partnership ("**SLI**"), and the **County** entered into that certain "Palm Parkway to Apopka-Vineland Connector Road Agreement," a copy of which is recorded at Official Records Book 8387, Page 3416 of the Public Records of Orange County, Florida (the "**Connector Road Agreement**"), wherein the parties thereto set forth the terms and conditions of providing the **COUNTY** right-of-way and the planning and construction of a connector road to connect Palm Parkway to Apopka-Vineland Road; and

WHEREAS, **Kerina, SLI**, and the **COUNTY** entered into to that certain "Palm Parkway to Apopka-Vineland Connector Road Supplemental Agreement," a copy of which is recorded at Official Records Book 8387, Page 3525, of the Public Records of Orange County, Florida (the "**First Supplemental Agreement**"); and

WHEREAS, on April 10, 2008, **SLI** conveyed all of its right, title, and interest in the **SLI Property** to the **CARTER-ORANGE 105 SAND LAKE LAND TRUST** (the "**Trust**"), pursuant to that certain General Warranty Deed, a copy of which is recorded at Official Records Book 9657, Page 2821, in the Public Records of Orange County, Florida; and

WHEREAS, on March 12, 2009, **Kerina** conveyed a portion of its right, title, and interest in the **Kerina Property** located on South Apopka Vineland Road, Orlando, Florida to **Kerina Wildwood, Inc.**, a Florida corporation ("**Wildwood**"); **Kerina Village, Inc.**, a Florida corporation ("**Village Inc.**"); **Kerina Loop, Inc.**, a Florida corporation; **Kerina Palms, Inc.**, a Florida corporation; **Kerina Parkside, Inc.**, a Florida corporation; **Kerina Schoolside, Inc.**, a Florida corporation; **Kerina Woods, Inc.**, a Florida corporation; **Kerina Parkside Master, Inc.**, a Florida corporation; and **Kerina Fish Lake, Inc.**, a Florida corporation, pursuant to those certain Special Warranty Deeds, copies of which are recorded at Official Records Book 9846, Page 0315, Page 0270, Page 0204, Page 0234, Page 0250, Page 0166, Page 0130, Page 0325, and Page 0321 in the Public Records of Orange County, Florida, all of which entities are related, either directly or indirectly, to **Kerina**; and

WHEREAS, Kerina Village, LLC, a Florida limited liability company ("**Village LLC**"), the Trust, and the COUNTY entered into that certain "Palm Parkway to Apopka-Vineland Connector Road Second Supplemental Agreement," a copy of which is recorded at Official Records Book 10232, Page 3595, of the Public Records of Orange County, Florida (the "**Second Supplemental Agreement**"); and

WHEREAS, Village, LLC, the Trust, and the County entered into that certain "Palm Parkway to Apopka-Vineland Connector Road Third Supplemental Agreement," a copy of which is recorded as recorded at Official Document Number 20170027137, of the Public Records of Orange County, Florida (the "**Third Supplemental Agreement**"); and

WHEREAS, PULTE, the owner of the BVC Property, less and except BVC's Northern Parcel, Village, LLC, the Trust, and the County entered into that certain "Palm Parkway to Apopka-Vineland Connector Road Fourth Supplemental Agreement," a copy of which is recorded as recorded at Official Records Document Number 20170025202, of the Public Records of Orange County, Florida (the "**Fourth Supplemental Agreement**"); and

WHEREAS, PULTE plans to construct the first 700 feet of Connector Road from Palm Parkway to the Hilton Driveway (the "**Project**") known as Palm Parkway to Apopka-Vineland Connector Road, which plans are shown on **Exhibit "A"**, attached hereto and made a part hereof by this reference; and

WHEREAS, the COUNTY desires to relocate portions of a twenty-inch (20") PVC force main and appurtenant facilities (collectively, the "**Facilities**") in conjunction with the Project; and

WHEREAS, the Parties intend to cooperate and coordinate the relocation, construction and installation of the Facilities (the "**Utilities Project**"); and

WHEREAS, PULTE has designed the Project and the COUNTY has designed the Utilities Project and has prepared a set of design sheets for the Utilities Project (the "**Plans**") as shown in **Exhibit "A"**, for inclusion in the Project to be performed or caused to be performed by PULTE; and

WHEREAS, the Parties desire to formalize the terms and conditions of their agreements whereby the Parties shall coordinate the construction of the Utilities Project by PULTE, at the COUNTY'S expense.

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

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Bidding and Selection of Construction Contractor.** PULTE will competitively bid the construction of the Project, including the Utilities Project. The bid specifications shall require that the successful bidder be financially responsible and able to furnish payment and performance bonds. The bids will provide a separate itemized cost for the Utilities Project based on the separate "breakout" schedule which shall be prepared by the COUNTY. With respect to the Utilities Project, the COUNTY shall promptly review and approve the bid specification prior to solicitation of bids.

PULTE will award a contract for the Project, including the Utilities Project to the successful low and responsible bidder, and will provide copies of the construction contractor's responsive bid to the COUNTY. The COUNTY will review the bid with respect to the Utilities Project. If the COUNTY does not approve the responsive bid, then PULTE will remove the Utilities Project from the Project and this Agreement will terminate upon PULTE sending the COUNTY a notice of termination, and thereafter, neither Party shall have any further obligation or liability to the other Party as a consequence of the termination of this Agreement.

3. **The Utilities Project**

- a. Subject to terms and conditions of this Agreement, PULTE shall construct the Facilities that will lie partly or totally within or across the proposed Project right of way in accordance with the Plans.
- b. **Relocation of twenty-inch (20") PVC force main.** The COUNTY owns and operates 20-inch force main and appurtenant facilities located in the COUNTY Right of Way at Palm Parkway, between stations 50+94 and 58+19, as depicted on the Plans. Construction of the Project will require relocation of portions of the Facilities on Palm Parkway as generally depicted on Sheets U20 and U21 of the Plans (*see, Exhibit "A"*). At the COUNTY's expense and subject to the terms and conditions of this Agreement, PULTE shall perform or cause to be performed the relocation of the force main in accordance with the Plans. The existing 20-inch force main shall remain in service until the new 20-inch force main is cleared and authorized by the Florida Department of Environmental Protection ("FDEP") to place in service.
- c. **County Costs.** The Utility Project costs are more specifically set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference (the "Utility Cost Estimate"). The COUNTY shall be responsible for the actual construction costs. The Parties acknowledge and agree that **Exhibit "B"** is an estimate of Utilities Project costs and COUNTY shall reimburse Pulte for actual construction in an amount not-to-exceed the estimated amount in **Exhibit "B"**.

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

- a. In the event that the Plans are required to be revised, the Parties shall cooperate in good faith to expedite the review of any proposed changes to the plans and

specifications of the Utility Project, and approve such necessary revisions to ensure that: (i) the location, construction, and operation of the Facilities are consistent with the Project Plans, design, and construction of the Project in accordance with all applicable laws; (ii) the work schedule of the Utilities Project does not conflict 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. PULTE, at the COUNTY's expense, shall obtain all such permits and approvals necessary for the Utilities Project.
- c. The COUNTY's Facilities shall be available for use by the COUNTY upon completion of construction and acceptance by the COUNTY of the Utilities Project.
- d. PULTE shall cause the contractor(s) to commence and diligently perform the Utilities Project to completion in accordance with the Plans and PULTE's work schedule; provided, however, in the event that completion of the Utilities Project is delayed by events of force majeure (*as defined 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 schedule of the Facilities with the schedule of construction or proposed construction of the Project improvements.
- e. Within sixty (60) days after the completion of the Project, PULTE shall provide COUNTY with as-built drawings and certifications from a project engineer duly licensed in the State of Florida that the installation and encasement of the Facilities has been completed in accordance with the Plans, and all applicable permits and laws.
- f. As soon as possible after the completion of the Utilities Project, but no later than thirty (30) days after completion of the Project, PULTE shall provide the COUNTY with a detailed final statement of all costs and expenses incurred by PULTE in connection with the construction for the Utilities Project (the "**Cost Statement**"), together with all supporting documentation of such costs and expenditures. The Cost Statement and supporting records provided by PULTE shall be in auditable form in accordance with generally accepted accounting principles. Within sixty (60) days after receipt of the Cost Statement and supporting documentation, the COUNTY shall reimburse PULTE for all such costs and expenses actually incurred for the COUNTY'S 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 PULTE, in the amount so expended by PULTE, all in accordance with the foregoing.

Should the COUNTY object to a reimbursement amount requested by PULTE, the COUNTY shall timely 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 PULTE within fifteen (15) business days of receipt of the written reimbursement request from PULTE. The Parties shall thereafter meet in an attempt to resolve disputes with a goal to resolve them within twenty (20) business days of PULTE's receipt of the COUNTY's written objections.

5. **Insurance.** Any contractor or consultant performing any portion of engineering or construction of the Utilities Project shall maintain the following insurance coverage:

- i. **Workers Compensation** - the contractor shall provide coverage for its employees with statutory limits for Workers' Compensation and not less than \$500,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of PULTE and the COUNTY and its agents, employees and officials.
 - ii. **Commercial General Liability** - the contractor shall provide coverage for all operations including, but not limited to Contractual, Products, Completed Operations, and Personal Injury. The limits will be not less than \$1,000,000.00 per occurrence. The General Aggregate Limit shall be twice the required occurrence limit.
 - iii. **Business Automobile Liability** - the contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence.
- a. PULTE's construction contractor's land surveyor will be responsible for signing and sealing the as-built drawings for the Utilities Project and shall provide Professional Liability coverage with limits not less than \$1,000,000.00.
 - b. The COUNTY shall be specifically included as an additional insured under the general and auto liability policies, and all insurance policies shall include a provision that 30-day notice of cancellation of the coverage shall be provided to PULTE and the COUNTY. Renewals of certificates of insurance shall be produced by PULTE or its contractor upon request.
 - c. The COUNTY reserves the right to request, and PULTE or its Contractor shall produce within fifteen (15) days of receipt of a request, proof of the existence of such insurance coverage and certificates verifying the amount and terms of such insurance coverage.

6. **Maintenance.** 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, upon the acceptance of the Facilities by the COUNTY, (i) the COUNTY shall be responsible for maintaining, at no cost to PULTE, all permits, authorizations and approvals of applicable regulatory

agencies necessary for continued operation, use, maintenance and repair of the Facilities, and (ii) this Agreement shall terminate without further action of the Parties.

7. **Indemnification.** PULTE shall defend, indemnify and hold harmless the COUNTY, its officials, agents and employees from and against any and all liabilities, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of work provided such liability, claim, damage loss or expense is attributable to bodily injury or death or damage or otherwise negligent or destruction to tangible property and is caused in whole or in part by any intentional act or omission of PULTE, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable. PULTE shall require its contractors and subcontractors to defend, indemnify and hold harmless the COUNTY as prescribed above in all contracts executed in association with this Agreement.

However, if this Agreement is deemed by a court of competent jurisdiction to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of PULTE to defend, indemnify or hold harmless the COUNTY and their officers and employees shall be limited to liability, damages, losses, costs and expenses to the extent caused by the negligence, recklessness or intentionally wrongful conduct of PULTE and persons employed or utilized by PULTE in the performance of this Agreement.

8. **Limitation of Liability.** Notwithstanding any other provision of this Agreement to the contrary, 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. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically or within three (3) business days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) business day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

PULTE: Pulte Home Company, LLC
Attn: Clint Ball, Division President, North Florida Division
4901 Vineland Road, Suite 500
Orlando, FL 32811

With a copy to: Daniel T. O'Keefe, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, FL 32801

The COUNTY: ORANGE COUNTY, FLORIDA
Orange County Utilities Department
9150 Curry Ford Road, Suite 300
Orlando, Florida 32825
Attn: Director of Utilities
Telephone: (407) 254-9760

With a copy to: County Administrator
201 S. Rosalind Ave., 5th Floor
P.O. Box 1393
Orlando, Florida 32802-1393

9. **Sovereign Immunity.** Neither Party to this Agreement nor its officers, agents, or employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions and/or negligence of the other Party. PULTE and the COUNTY do not waive and retain all defenses and protections provided to them under Florida and other applicable law. With respect to the COUNTY, the COUNTY does not waive the defense of Sovereign Immunity as currently set forth in Section 768.28, Florida Statutes, for tort actions brought against PULTE or the COUNTY and such immunity shall be applicable to any claim or action brought under this Agreement even if said claim or action sounds in contract rather than in tort.
10. **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 shall be resolved in accordance with the steps set forth:
 - (a) negotiation;
 - (b) mediation; and
 - (c) judicial resolution.
11. **Hazardous Materials.** Neither Party shall cause hazardous materials or other potentially hazardous conditions on the Utilities Project property.
12. **General Provisions.** The failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and any custom or practice at variance with the terms hereof, shall not constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, 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 hereto 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 hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. 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 regular business day. The headings inserted at the beginning of each paragraph of this Agreement are for

convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. The COUNTY and PULTE do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the state courts of Orange County, Florida without giving effect to any choice of laws or rules therefore that may direct the application of laws of another jurisdiction. The Parties agree that each Party is responsible for its own respective attorney's fees and costs associated with any resolution of any dispute regarding this Agreement. Time is of the essence in this Agreement and each provision hereof.

13. **Survival of Provisions.** Unless otherwise stated in this Agreement, 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.
14. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
15. **Waiver of Jury Trial.** The Parties voluntarily waive a trial by jury in any litigation or action arising from this Agreement.
16. **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.

[REMAINDER OF THIS PAGE LEFT BLANK. SIGNATURES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date below.

"COUNTY"

ORANGE COUNTY, FLORIDA,

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 1.9.18

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

By: *Katie Smith*
Deputy Clerk

Print: Katie Smith

Date: JAN 09 2018



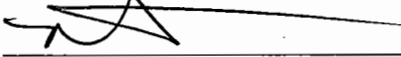
[ADDITIONAL SIGNATURE PAGE AND EXHIBITS FOLLOW]

Witnesses:

"PULTE"

PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation

Adrienne Rice

By: 

Name: Adrienne Rice

Name: Neil Klaproth

Alexandra Lion

Title: Director of Land

Name: ALEXANDRA LION

Date: 11/13/17

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13th day of November, 2017, by Neil Klaproth, as Director of Land of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation. He/she is personally known to me or has produced FL Driver license as identification.

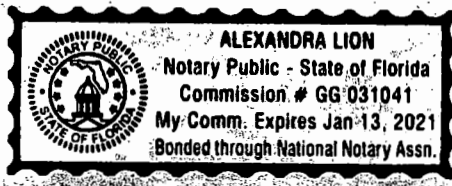
By: 

Print Name: ALEXANDRA LION

Notary Public – State of Florida

Commission No.: GG 031041

My Commission Expires: 1/13/21



[EXHIBITS FOLLOW]

CONSTRUCTION PLANS FOR: PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD

INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
U-1	COVER SHEET
U-2	GENERAL NOTES AND VICINITY MAP
U-3	CONNECTOR ROAD, FENTON ST., & ORANBY ST. PROJECT LAYOUT AND LEGEND
U-4	SUMMARY OF PAY ITEMS
U-5 TO U-26	PLAN AND PROFILE SHEETS
U-27	OVERALL PROJECT PIPES PROFILES
U-28 TO U-30	CONSTRUCTION DETAILS
U-31	ASSET TABLES

BOARD OF COUNTY COMMISSIONERS

TERESA JACOBS
ORANGE COUNTY MAYOR

SCOTT BOYD
DISTRICT 1
BRYAN NELSON
DISTRICT 2

PETE CLARKE
DISTRICT 3

JENNIFER THOMPSON
DISTRICT 4

TED EDWARDS
DISTRICT 5

VICTORIA P. SIPLIN
DISTRICT 6



AJIT LALCHANDANI
COUNTY ADMINISTRATOR

RAYMOND E. HANSON, P.E.
DIRECTOR ORANGE COUNTY UTILITIES DEPARTMENT

PREPARED BY:
CP&A, INC.
1117 East Robinson Street, Orlando, FL 32801
Phone: 407.425.2452 Fax: 407.649.1026
Certificate of Authorization No. 3215

ORANGE COUNTY UTILITIES DEPARTMENT
ENGINEERING DIVISION
ORANGE COUNTY, FLORIDA

COUNTY SEQUENCE NUMBER: 58974
RECLAIMED WATER ORG NUMBER: 1611-70
FORCE MAIN ORG NUMBER: 1604-60
POTABLE WATER ORG NUMBER: 1508-27
100% PLANS

EXHIBIT "A"
UTILITY PLANS

ORANGE COUNTY UTILITIES
STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL

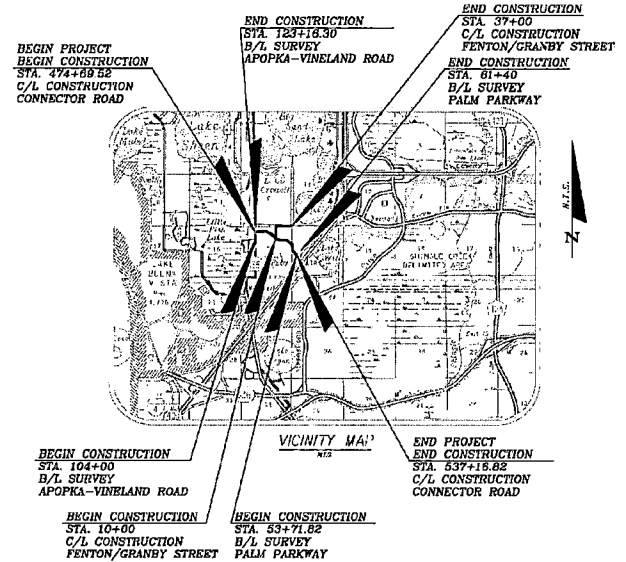
APPENDIX A

DATE: February 11, 2011

FIGURE GN

OCU GENERAL NOTES

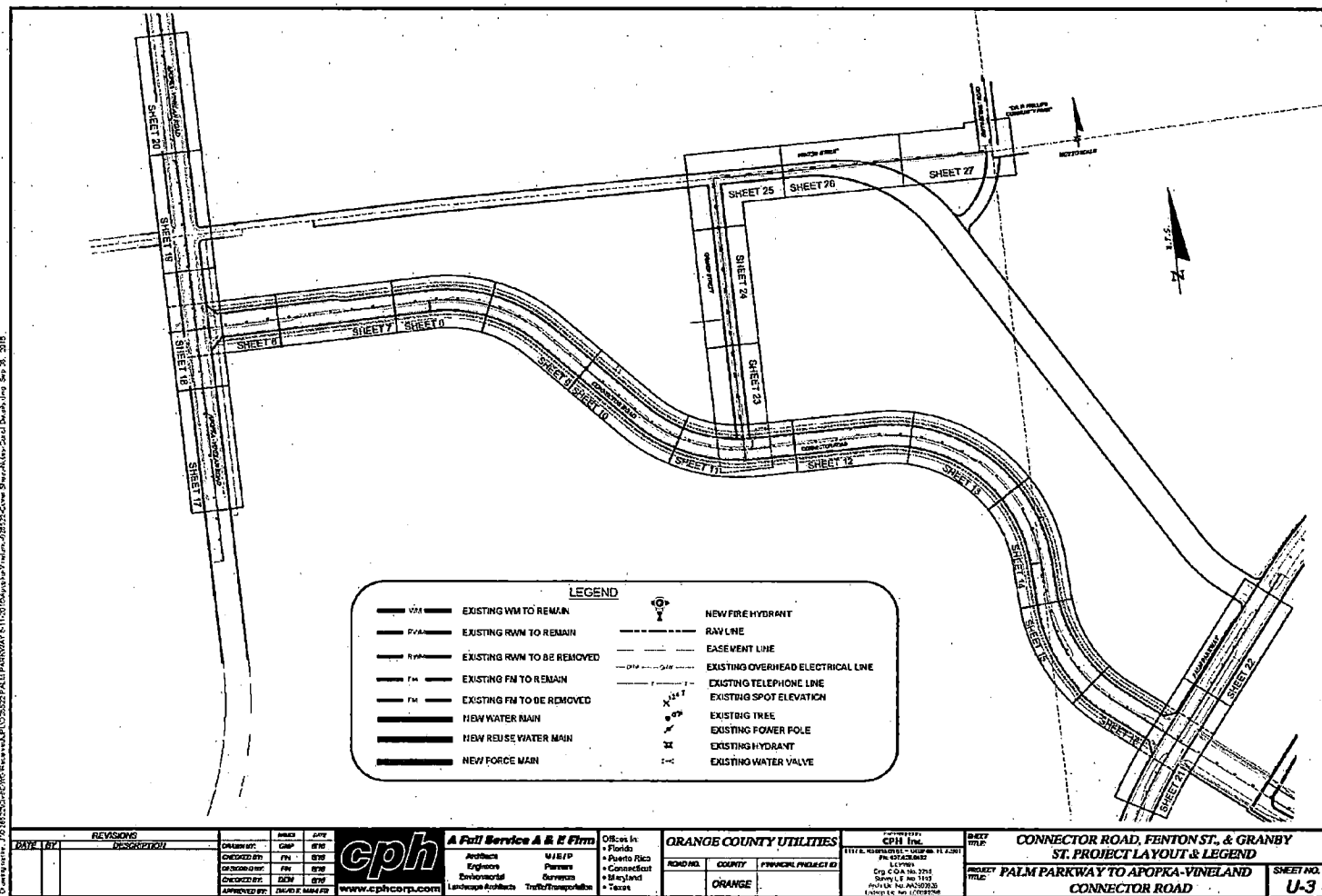
1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS AND RECLAIMED WATER MAINS. MAIN LOCATIONS SHOWN ON PLANS MAY NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. SHOULD A FIRE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCUC DISPATCH CENTER AT (714) 836-2171 AND THE OCUC INSPECTOR.
3. THE CONTRACTOR SHALL NOTIFY THE OCUC CONSTRUCTION DIVISION AT LEAST SEVEN DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT BY CALLING (714) 254-9799.
4. THE CONTRACTOR SHALL NOTIFY THE OCUC CONSTRUCTION DIVISION AT LEAST 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION BY CALLING (714) 254-9799.
5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONNECTING TO THE OCUC SYSTEM SHALL BE IN CONFORMANCE WITH THE ORANGE COUNTY UTILITIES STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL.
6. ALL OCUC MAINS AND FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
7. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGES TO OCUC MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY OCUC, OCUC MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
8. THE CONTRACTOR SHALL ADJUST ALL EXISTING OCUC MAINS AND FACILITIES IN CONFLICT WITH NEW GRADE, NEW OR ALTERED ROADWAYS, SIDEWALKS, DRIVEWAYS, DRIVE OR PARKING MOVEMENTS, OCUC FACILITIES TO BE ALLOWED TO REMAIN, BUT ARE NOT LIMITED TO: PIPES, PIPES & EJECTS, VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, AND UTILITY BOXES.
9. THE CONTRACTOR SHALL SEPARATE COLD WATER, WASTEWATER, AND RECLAIMED WATER MAINS. THE CONTRACTOR SHALL COORDINATE VALVE OPERATION WITH THE OCUC INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY OCUC, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPROPRIATE UTILITY REPRESENTATIVE.
10. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERRUPT ONS IN WATER, WASTEWATER, OR RECLAIMED WATER SERVICE. THE CONTRACTOR SHALL COORDINATE PRE-APPROVED INTERRUPTIONS OF SERVICE WITH THE OCUC INSPECTOR TWO BUSINESS DAYS IN ADVANCE.
11. THE CONTRACTOR SHALL PROVIDE FOR EXCESSING AND/OR HAULING WASTEWATER DURING APPROVED INTERRUPT ONS OF WASTEWATER FLOWS AND CORRECTIONS. THE CONTRACTOR SHALL SUBMIT A BYPASS PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER TO OCUC DEVELOPMENT ENGINEERING FOR APPROVAL PRIOR TO IMPLEMENTATION BY CONTRACTOR.
12. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL "WET" LINES CLOSED UNTIL CLEARED BY FOP. DO NOT CONNECT NEWLY CONSTRUCTED WATER MAINS TO ANY EXISTING WATER MAINS UNLESS CLEARED BY FOP AND OCUC.
13. THE CONTRACTOR SHALL PROVIDE A BUMPERS ASSURANCE WITH A RATCHET OPERATOR FOR MAKING TEMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE IN ORDER TO CHLORINATE AND NOT USE NEW WATER MAINS WITH POTABLE WATER. ANY TEMPORARY POTABLE WATER CONNECTIONS TO RECLAIMED WATER OR WASTEWATER SHALL ALSO BE EQUIPPED WITH A RATCHET OPERATOR.
14. FOR PIPE THAT WILL BE OWNED AND MAINTAINED BY OCUC, NO PERMISSIBLE ALLOWED. THE MAXIMUM ALLOWABLE TOLERANCE FOR JOINT DEFLECTION IS 0.75 DEGREES (3-INCHES PER FOOT PER 100 FT. STICK OF PIPE). ALIGNMENT CHANGE SHALL BE MADE ONLY WITH SLEEVES AND FITTINGS.
15. FOR POTABLE PIPE THAT WILL BE OWNED AND MAINTAINED BY OCUC, LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD P.C. BY DEFLECT ONS AT THE JOINTS. MAXIMUM DEFLECTIONS AT PIPE JOINTS, EITHER HORIZONTAL OR VERTICAL, SHALL BE 0.75 DEGREES. THE MAXIMUM DEFLECTION SHALL NOT EXCEED 15 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.



REVISIONS		DATE	DESCRIPTION	BY	CHKD	DATE	DESCRIPTION	BY	CHKD
DATE	BY								

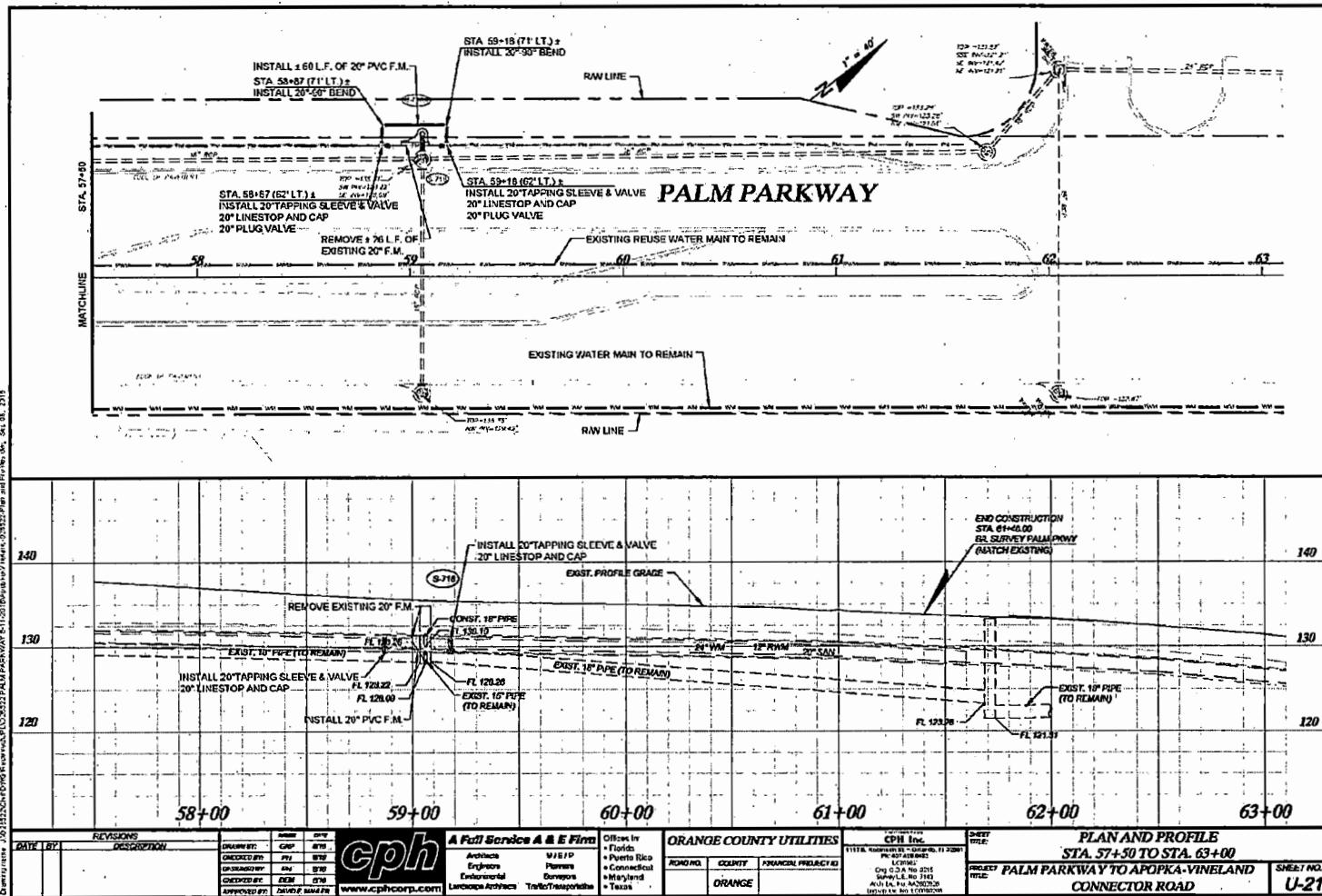
CPH A Full Service A & E Firm Architects Engineers Environmental Landscape Architects Traffic/Transportation	Office in: • Florida • Puerto Rico • Connecticut • Maryland • Texas	ORANGE COUNTY UTILITIES ROAD NO. COUNTY FINANCIAL PROJECT ID ORANGE	PROJECT NO. 1000000000 CPH, Inc. 11111 E. 111th St., Suite 11111 Phoenix, AZ 85000 Tel: 602.440.1111 Fax: 602.440.1111 Email: info@cphe.com	GENERAL NOTES AND VICINITY MAP PROJECT TITLE: PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD SHEET NO. U-2
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NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6101.03(C), F.A.C.

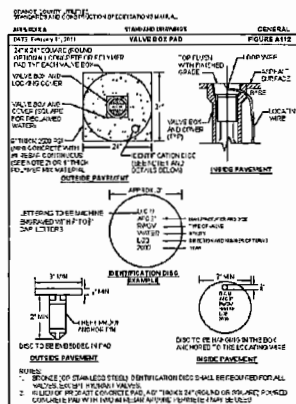
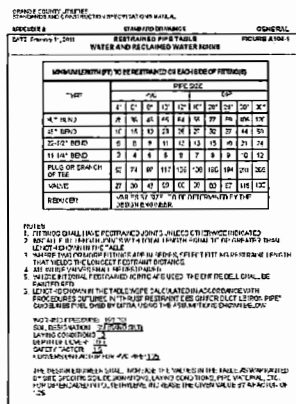



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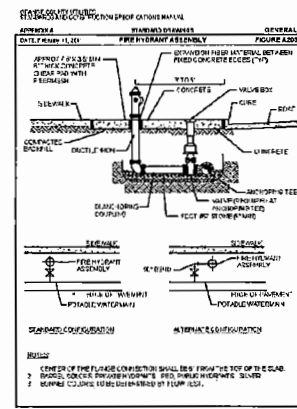
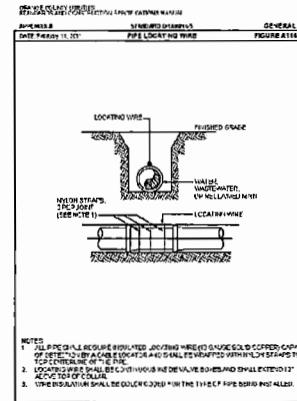




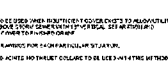
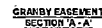




REVISIONS			A Full Service A & E Firm Architects MEP/E Engineers Planners Environmental Surveyors Landscape Architects Traffic Transportation	Offices In: • Florida • Puerto Rico • Connecticut • Maryland • Texas	ORANGE COUNTY UTILITIES		CP&I Inc.	CONSTRUCTION DETAILS		
DATE	DESCRIPTION				PROJECT NO.	COUNTY	FINANCIAL PROJECT #	1711 N. WINDYBUSH • SUITE 151 APO, FL 32110 Tel: 321/686-1100 Fax: 321/686-1101 E-Mail: P. J. ANTONIO ANTONIO@CP&I.COM	SHEET NO.	
DRAWN BY:	GSP				07/06	ORANGE				
CHECKED BY:	PLY				07/06					
APP. PROJECT NO.:	PMS				07/06					
CHECKED BY:	DCM	07/06								
APPROVED BY:	DONALD M. HANER									
		www.cphcorp.com						PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD		
								U-28		



REVISIONS			<div>ISSUED DATE</div> <div><div>06/04/07</div><div>07/11/07</div><div>08/01/07</div><div>08/23/07</div><div>09/20/07</div></div> <div><div>CPH</div><div>CPH</div><div>CPH</div><div>CPH</div><div>CPH</div></div> <div><div>01/01</div><div>02/01</div><div>03/01</div><div>04/01</div><div>05/01</div></div> <div><div>www.cphcorp.com</div></div>	<div>A Full Service A & E Firm</div> <div>Architects</div> <div>Engineers</div> <div>Environmental</div> <div>Landscape Architects</div> <div>M/E/P</div> <div>Planning</div> <div>Surveyors</div> <div>Traffic Transportation</div>		<div>Office in:</div> <div>• Colorado</div> <div>• Florida</div> <div>• Nevada</div> <div>• Maryland</div> <div>• Texas</div>		<div>ORANGE COUNTY UTILITIES</div> <div><div>ROAD NO.</div><div>COUNTY</div><div>PHYSICAL PROJECT #</div></div> <div><div>ORANGE</div><div></div><div></div></div>		<div><div>CPH Inc.</div><div>1171 E. RIVERSIDE - GRADERS #1 2201</div><div>PM 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HWY 9 TO APOPKA-VINELAND CONNECTOR ROAD	SHEET NO. U-30
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2.1 NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61-016-23.003, F.A.C.

EXHIBIT "B"
UTILITY COST ESTIMATE

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1	20-inch PVC force main & fittings	120	LF	\$150.00	\$18,000.00
2	20-inch Tapping Sleeve and Valve	4	EA	\$24,000.00	\$96,000.00
3	20-inch Line Stop and Cap	4	EA	\$18,000.00	\$72,000.00
4	Remove 20-inch FM	80	LF	\$20.00	\$1,600.00
Subtotal					\$187,600.00
Contingency				20%	\$30,700.00
Mobilization				5%	\$7,675.00
MOT				5%	\$7,675.00
Record Documents				2%	\$3,070.00
Construction Total					\$202,620.00