### Valencia Water Control District

Agenda

May 13, 2025

## AGENDA

### **AGENDA**

May 13, 2025

### VALENCIA WATER CONTROL DISTRICT BOARD OF SUPERVISORS MEETING 1 P.M.

### LAKE RIDGE VILLAGE CLUBHOUSE 10630 LARISSA STREET WILLIAMSBURG, ORLANDO, FLORIDA 32821

### <u>Item</u>

- 1. Call Meeting to Order
- 2. Public Comment Period
- 3. Organizational Matters
  - A. Appointment of Individual to Fulfill Vacancy with Term Ending June 2029
  - B. Appointment of District Deputy Secretary
- 4. Approval of March 11, 2025 Monthly Meeting Minutes
- 5. General Fund Financial Reports
- 6. Engineer's Report
- 7. Attorney's Report
- 8. Budget Hearing for Fiscal Year 2026; Proof of Publication and Tax Levy Resolution
- 9. Director's Report
  - A. Customer Call Log
  - B. Ratification of Agreement with DiBartolomeo, McBee, Hartley & Barnes, P.A. for Auditing Services for the Fiscal Year 2024
  - C. Review and Approval of Updated Bid Specifications for C-10 Canal Bank Restoration Project and Authorization to Bid
  - D. Review and Consideration of Bid Summary for Tree Trimming and Removal
    - i. Brightview
    - ii. EnviroTree
    - iii. Sthern Environmental
- 10. Other Business
  - A. Acknowledgement of Nominations (5-Year term held by William Ingle; Remainder of 1-year term held by Achal Aggarwal; Remainder of vacant term ending June 2029)
  - B. Appoint Proxy Agent
  - C. Establish Annual Landowners' Meeting Date June , 2025
- 11. Adjournment

# **MINUTES**

### MINUTES OF THE ANNUAL MEETING OF THE BOARD OF SUPERVISORS OF VALENCIA WATER CONTROL DISTRICT

### March 11, 2025

The annual meeting of the Board of Supervisors of VALENCIA WATER CONTROL DISTRICT was held at 1:00 P.M. on Tuesday, March 11, 2025, at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Physically present were Supervisors Roy Miller, Debra Donton, Achal Aggarwal and William Von Ingle. Also, in attendance were the following: George Flint, District Director; Stephen Broome, District Counsel; Stacie Vanderbilt, District Administrative Assistant; Dan Brown, Sthern Environmental; Darrin Mossing, GMS-CF; Robert Szozda, GMS-CF; and four residents.

### **ITEM #1**

### **Call Meeting to Order**

Mr. Flint called the meeting to order at 1:02 P.M. A quorum of four Board members were present.

### **ITEM #2**

### **Public Comment Period**

There being none,

### **ITEM #3**

### **Organizational Matters**

- A. Appointment of Individual to Fulfill Vacancy with Term Ending June 2029
- **B.** Appointment of District Deputy Secretary

Mr. Flint stated Sea World is still not ready, and he recommended holding off.

### ITEM #4

### **Approval of September 10, 2024 Minutes**

Mr. Flint stated the next item was the minutes from the September 10, 2024 meeting. He asked if there were any corrections, deletions, or additions.

On MOTION by Mr. Aggarwal, seconded by Mr. Von Ingle, with all in favor the Minutes from the September 10, 2024, Monthly Meeting were approved, as presented.

### **ITEM #5**

Mr. Flint went through the financials with the Board from the first 5 months of the fiscal year. All accounts are in order and in line with the budget. He stated assessments are 67% collected. There being no questions from the Board,

### **ITEM #6**

### **Engineer's Report**

### A. PAC I-Drive Apartments Dewatering Plan

Mr. Mahler stated this is more of a formality that they are keeping the water quality good for the commercial property.

### B. Approval of Permit #0533 – Williamsburg Downs Phase 2 Revision

Mr. Mahler explained the project to the Board and recommended approval.

## C. Discussion of Orange County EPD Notice of Non-Compliance to DoubleTree Hotel

Mr. Mahler stated he had to get EPD involved to issue a violation. A large structure was broken and they weren't responsible.

### D. Approval of Permit #0534 – DoubleTree Hotel Stormwater Pond Outfall

On MOTION by Ms. Donton, seconded by Mr. Miller, with all in favor Permit #0533 – Williamsburg Downs Phase 2 Revision and Permit #0534 – DoubleTree Hotel Stormwater Pond Outfall, were approved.

Mr. Mahler added the area was causing repeated washouts. Now that the EPD is issued a violation they can do the work. Permit #0534 is related to work to fix the outfall. Once it is done, Dan Brown can access the area for maintenance.

Mr. Mahler updated the Board on other engineering matters. There were several C1-Canal projects done around the District recently, so the CFS is being monitored to make sure flow from Big Sand Lake doesn't flood lower areas past Shingle Creek.

Mr. Flint stated we want the County to provide proof the pipe can handle the flow increase.

Mr. Mahler stated he would meet with Orange County Public Works. He also received a call from the Department of Transportation to work on ramps by Central Florida Parkway and the 528. He added that he will meet with Mr. Flint before deciding on the best course of action. A permit is pending in the future.

### **ITEM #7**

### Attorney's Report

Mr. Broome had nothing new to report to the Board.

### **ITEM #8**

### **Director's Report**

### A. Customer Call Log

Mr. Flint reviewed the log with the Board, and noted it goes back to September so it is pretty long. The concerns were mainly vegetation and mowing related. He reminded the Board that the mowing will start in April because the mowing contract was modified for Fiscal Year 2025.

### **B.** Ratification of CIP Agreements

- i. Agreement with D.O.S. Services, LLC for Vegetation Removal (C-4 Canal Outfall to First Outfall Towards Sea World and C-10 Canal Near Water Treatment Plant)
- ii. Agreement with D.O.S. Services, LLC for Slope Restoration Services (C-5 Canal West of I-Drive & North of Sea Harbor Drive)
- iii. Agreement with D.O.S. Services, LLC for Sediment Removal Services (C-5 Canal South of CFP to First Control Structure)

Mr. Flint explained all of the agreements and where they did the work. All of the work was completed and Mr. Mahler pointed out the areas on the map. All of the funds came out of the CIP.

On MOTION by Ms. Donton, seconded by Mr. Aggarwal, with all in favor the Agreement with D.O.S. Services, LLC for Vegetation Removal (C-4 Canal Outfall to First Outfall Towards Sea World and C-10 Canal Near Water Treatment Plant), the Agreement with D.O.S. Services, LLC for Slope Restoration Services (C-5 Canal West of I-Drive & North of Sea Harbor Drive), and the Agreement with D.O.S. Services, LLC for Sediment Removal Services (C-5 Canal South of CFP to First Control Structure), were ratified.

## C. Ratification of Proposal from Aquatic Management Strategies, Inc. for Triploid Grass Carp Transport & Stocking

Mr. Flint explained the proposal to the Board and explained that the grass carp was needed in the Deer Creek pond for vegetation and bug control. They should stock it in 30 days.

On MOTION by Mr. Von Ingle seconded by Mr. Miller, with all in favor the Proposal from Aquatic Management Strategies Inc. for Triploid Grass Carp Transport & Stocking, was approved.

## D. Consideration of Bids for C-10 Canal Bank Restoration (West of Orangewood Blvd.) – *Under Separate Cover*

Mr. Mahler pointed out the areas on the map and the handout that was given to the Board. He explained the purpose of the RFP but would have to bring the proposals back to the Board for review.

On MOTION by Mr. Aggarwal seconded by Ms. Donton, with all in favor the Consideration of Bids for C-10 Canal Bank Restoration (West of Orangewood Blvd.), was approved and Mr. Mahler was authorized to bid.

### E. Consideration of Proposal for FY2024 Audit Services

- i. Grau & Associates
- ii. DiBartelomeo, McBee, Hartley & Barnes, P.A.
- iii. McDirmit Davis

Mr. Flint stated the pricing for the proposals: DiBartelomeo, McBee, Hartley & Barnes P.A. is \$4,700; Grau & Associates is \$6,000; and McDirmit Davis is \$5,200. He stated all three firms provide good services for performing and preparing audits. He recommended the lowest bid from DiBartelomeo, McBee, Hartley & Barnes P.A.

On MOTION by Ms. Donton seconded by Mr. Aggarwal, with all in favor the Proposal for FY2024 Audit Services with DiBartelomeo, McBee, Hartley & Barnes, P.A., was approved.

ITEM #9 Other Business

There being none,

ITEM #10 Adjournment

On MOTION by Mr. Aggarwal, seconded by Mr. Von Ingle, the meeting was adjourned at 1:32 pm.

	Stephen F. Broome, Secretary
Roy Miller	
William Von Ingle	
Debra Donton	
Achal Aggarwal	

# SECTION V

Water Control District

Unaudited Financial Reporting April 30, 2025



## **Table of Contents**

Balance Sheet	1
General Fund Income Statement	2-3
Capital Reserve Fund	4
Month to Month	5
Assessment Receipt Schedule	6

### Water Control District Balance Sheet

Anril	30	2025
APIII	30,	4043

General Capital Reserve Fund Fund		Totals Governmental Fund		
\$ 403,695	\$	139,690	\$	543,385
100		<i>-</i>		100
45,404		1,119,415		1,164,819
\$ 449,199	\$	1,259,105	\$	1,708,304
				_
\$ 700,120	\$	-	\$	700,120
672,531		-		672,531
2,888,690		-		2,888,690
1,245,537		-		1,245,537
6,703		-		6,703
(4,796,941)		-		(4,796,941)
\$ 716,640	\$	-	\$	716,640
\$ 1,165,839	\$	1,259,105	\$	2,424,944
\$ -	\$	-	\$	-
	*		*	
\$ -	\$	-	\$	-
\$ 449.199	\$	1.259.105	\$	1,708,304
•	·	-	·	716,640
<i>,</i>				, 
\$ 1,165,839	\$	1,259,105	\$	2,424,944
\$ 1,165,839	\$_	1,259,105_	\$	2,424,944
\$ \$ \$ \$	\$ 403,695 100 45,404 \$ 449,199 \$ 700,120 672,531 2,888,690 1,245,537 6,703 (4,796,941) \$ 716,640 \$ 1,165,839 \$ - \$ - \$ 1,165,839	\$ 403,695 \$ 100 \$ 45,404 \$ 449,199 \$ \$ 700,120 \$ 672,531 \$ 2,888,690 \$ 1,245,537 \$ 6,703 \$ (4,796,941) \$ 716,640 \$ \$ 1,165,839 \$ \$ \$ \$ - \$ \$ \$ \$ 449,199 \$ 716,640 \$ \$ 1,165,839 \$ \$	Fund       Fund         \$ 403,695       \$ 139,690         100       -         45,404       1,119,415         \$ 449,199       \$ 1,259,105         \$ 700,120       \$ -         672,531       -         2,888,690       -         1,245,537       -         6,703       -         (4,796,941)       -         \$ 716,640       \$ -         \$ -       \$ -         \$ -       \$ -         \$ 1,165,839       \$ 1,259,105         \$ 1,165,839       \$ 1,259,105	Fund       Fund       Government         \$ 403,695   139,690   \$ 100   -       \$ 139,690   \$ 100

### **Water Control District**

### **General Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending April 30, 2025

		Adopted	Proi	ated Budget		Actual		
		Budget	Thr	u 04/30/25	Thr	u 04/30/25	7	<sup>7</sup> ariance
Revenues:								
Assessments - Tax Roll	\$	617,665	\$	475,228	\$	475,228	\$	-
Interest		2,000		1,167		1,229		62
Total Revenues	\$	619,665	\$	476,395	\$	476,457	\$	62
Expenditures:	· · ·	522,633	<u> </u>	210,212	<u> </u>	<b>-</b>	<u> </u>	
Administrative:								
Supervisor Fees	\$	2,500	\$	1,458	\$	200	\$	1,258
Engineering Fees	Ψ	37,200	Ψ	21,700	Ψ	24,845	Ψ	(3,145)
Attorney Fees		12,000		7,000		7,000		(3,143)
•		5,200		7,000		7,000		-
Annual Audit		•						-
Assessment Roll Certification		5,250		5,250		5,250		-
Management Fees		55,944		32,634		32,634		-
Information Technology		1,890		1,103		1,103		-
Website Maintenance		1,260		735		735		-
Insurance		14,975		14,975		14,158		817
Report Preparation - NPDES		15,000		8,750		7,424		1,326
Office Lease/Storage		3,000		1,750		1,255		495
Printing & Binding		500		292		220		71
Postage		600		350		230		120
Legal Advertising		2,500		1,458		167		1,291
Bank Fees		600		350		300		50
Other Current Charges		400		233		-		233
Office Supplies		350		204		42		163
Election Fees		5,500		-		-		-
Meeting Rental Fee		500		292		50		242
Dues, Licenses & Subscriptions		2,175		175		175		-
Total Administrative:	\$	167,344	\$	98,709	\$	95,786	\$	2,923
Operations & Maintenance								
Contracts:								
Aquatic Weed Control	\$	45,651	\$	26,630	\$	19,260	\$	7,370
Mowing		130,000		30,745		30,745		-
Tree Trimming		40,000		23,333		-		23,333
Water Quality Monitoring		19,746		11,519		9,873		1,646
Repairs & Maintenance:								
Canal & Retention Pond Maintenance		20,000		11,667		22,166		(10,499)
Security Gates & Signs		750		438		-		438
NPDES Inspection & Fees		6,000		3,500		1,875		1,625
Operating Supplies		500		292		-		292
Contingency		2,500		1,458		-		1,458
donungency								

### **Water Control District**

### **General Fund**

### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending April 30, 2025

	Adopted	Pro	ated Budget		Actual	
	Budget	Thr	u 04/30/25	Thru	1 04/30/25	Variance
Capital Improvements						
Transfer Out - Capital Reserve	\$ 187,174	\$	-	\$	-	\$ -
Total Reserves	\$ 187,174	\$	-	\$		\$ -
Total Expenditures	\$ 619,665	\$	208,290	\$	179,705	\$ 28,585
Excess Revenues (Expenditures)	\$ -			\$	296,751	
Fund Balance - Beginning	\$ -			\$	152,448	
Fund Balance - Ending	\$ -			\$	449,199	

### **Water Control District**

### **Capital Reserve**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2025

	Adopted		ated Budget		Actual	
	Budget	Thru	u 04/30/25	Thi	ru 04/30/25	Variance
Revenues:						
Transfer In	\$ 187,174	\$	-	\$	-	\$ -
Interest	45,000		26,250		29,933	3,683
Total Revenues	\$ 232,174	\$	26,250	\$	29,933	\$ 3,683
Expenditures:						
Contingency	\$ 500	\$	292	\$	289	\$ 3
Capital Outlay	70,461		41,102		66,600	(25,498)
Total Expenditures	\$ 70,961	\$	41,394	\$	66,889	\$ (25,495)
Excess Revenues (Expenditures)	\$ 161,214	\$	(15,144)	\$	(36,956)	
Fund Balance - Beginning	\$ 1,239,466			\$	1,296,061	
Fund Balance - Ending	\$ 1,400,680			\$	1,259,105	

### Water Control District

### Month to Month

		0ct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:														
Assessments - Tax Roll	\$	- \$	20,850 \$	224,516 \$	30,642 \$	134,024 \$	49,567 \$	15,629 \$	- \$	- \$	- \$	- \$	- \$	475,228
Interest	•	190	178	180	176	159	176	170		-	-		-	1,229
Total Revenues	\$	190 \$	21,028 \$	224,696 \$	30,818 \$	134,182 \$	49,743 \$	15,799 \$	- \$	- \$	- \$	- \$	- \$	476,457
Expenditures:														
Administrative:														
Supervisor Fees	\$	- \$	- \$	- \$	- \$	- \$	200 \$	- \$	- \$	- \$	- \$	- \$	- \$	200
Engineering Fees		2,165	4,363	2,945	6,368	2,100	6,905	-	-	-	-	-	-	24,845
Attorney Fees		1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	-	-	-	-	7,000
Annual Audit		-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Roll Certification		5,250	-	-	-	-	-	-	-	-	-	-	-	5,250
Management Fees		4,662	4,662	4,662	4,662	4,662	4,662	4,662	-	-	-	-	-	32,634
Information Technology		158	158	158	158	158	158	158	-	-	-	-	-	1,103
Website Maintenance		105	105	105	105	105	105	105	-	-	-	-	-	735
Insurance		14,158	-	-	-	-	-	-	-	-	-	-	-	14,158
Report Preparation - NPDES		3,389	650	693	1,663	-	1,030	-	-	-	-	-	-	7,424
Office Lease/Storage		251	251	251	251	251	-	-	-	-	-	-	-	1,255
Printing & Binding		24	-	-	-	59	-	138	-	-	-	-	-	220
Postage		26	6	3	6	31	3	154	-	-	-	-	-	230
Legal Advertising		-	-	-	-	-	167	-	-	-	-	-	-	167
Bank Fees		41	41	41	40	44	44	50	-	-	-	-	-	300
Other Current Charges		-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies		13	0	0	2	13	0	13	-	-	-	-	-	42
Election Fees		-	-	-	-	-	-	-	-	-	-	-	-	-
Meeting Rental Fee		-	-	-	-	-	50	-	-	-	-	-	-	50
Dues, Licenses & Subscriptions		175	-	-	-	-	-	-	-	-	-	-	-	175
Total Administrative:	\$	31,416 \$	11,234 \$	9,857 \$	14,254 \$	8,423 \$	14,324 \$	6,279 \$	- \$	- \$	- \$	- \$	- \$	95,786
Operations & Maintenance														
Contracts:	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Aquatic Weed Control		2,554	2,554	2,554	2,554	2,554	2,554	3,934						19,260
Mowing		19,556	5,595					5,595						30,745
Tree Trimming		-	-	-	-	-	-	-	-	-	-	-	-	-
Water Quality Monitoring		1,646	1,646	1,646	1,646	1,646	1,646							9,873
Repairs & Maintenance:														
Canal & Retention Pond Maintenance		1,000	5,384	12,782	1,000	1,000	1,000	-	-	-	-	-	-	22,166
Security Gates & Signs			-			-								
NPDES Inspection & Fees		-	-	1,875	-	-	-	-	-	-	-	-	-	1,875
Operating Supplies		-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Field Operations:	\$	24,756 \$	15,178 \$	18,857 \$	5,200 \$	5,200 \$	5,200 \$	9,529 \$	- \$	- \$	- \$	- \$	- \$	83,919
Capital Improvements														
Transfer Out - Capital Reserves	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Reserves	\$	- \$	- s	- <b>\$</b>	- \$	- \$	- \$	- \$	- <b>s</b>	- \$	- <b>\$</b>	- s	- \$	-
Total Expenditures	\$	56,172 \$	26,413 \$	28,714 \$	19,453 \$	13,622 \$	19,523 \$	15,808 \$	- s	- \$	- \$	- \$	- \$	179,705
					·			·	- 5	· ·	- 3			
Excess Revenues (Expenditures)	\$	(55,982) \$	(5,385) \$	195,982 \$	11,365 \$	120,560 \$	30,220 \$	(8) \$	- \$	- \$	- \$	- \$	- \$	296,751

### **Water Control District**

### **Special Assessment Receipts**

Fiscal Year 2025

Gross Assessments \$ 650,173.36 \$ 650,173.36 Net Assessments \$ 617,664.69 \$ 611,162.96

### ON ROLL ASSESSMENTS

							100.00%	100.00%
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Total
11/6/24	1	\$2,518.20	\$23.99	\$119.41	\$0.00	\$2,374.80	\$2,374.80	\$2,374.80
11/13/24	2	\$2,503.79	\$24.04	\$100.27	\$0.00	\$2,379.48	\$2,379.48	\$2,379.48
11/22/24	3	\$16,935.73	\$162.58	\$677.90	\$0.00	\$16,095.25	\$16,095.25	\$16,095.25
12/04/24	4	\$74,707.68	\$717.18	\$2,989.85	\$0.00	\$71,000.65	\$71,000.65	\$71,000.65
12/11/24	5	\$110,507.43	\$1,060.87	\$4,420.17	\$342.92	\$105,369.31	\$105,369.31	\$105,369.31
12/18/24	6	\$50,659.19	\$486.33	\$2,026.67	\$0.00	\$48,146.19	\$48,146.19	\$48,146.19
01/13/25	7	\$32,242.41	\$309.52	\$1,290.45	\$0.00	\$30,642.44	\$30,642.44	\$30,642.44
02/12/25	8	\$141,024.28	\$1,353.77	\$5,646.96	\$0.00	\$134,023.55	\$134,023.55	\$134,023.55
03/12/25	9	\$52,142.39	\$500.68	\$2,074.27	\$0.00	\$49,567.44	\$49,567.44	\$49,567.44
04/11/25	10	\$16,424.82	\$157.87	\$638.03	\$0.00	\$15,628.92	\$15,628.92	\$15,628.92
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00
	TOTAL	\$ 499,665.92	\$ 4,796.83	\$ 19,983.98	\$ 342.92	\$ 475,228.03	\$ 475,228.03	\$ 475,228.03

	77.76%	Net Percent Collected
\$	135,934.93	Balance Remaining to Collect

# **SECTION VIII**

## Valencia Water Control District

Proposed Budget FY2026



## **Table of Contents**

1-2	General Fund
3-6	General Fund Narrative
7	Capital Reserve Fund

### **Water Control District**

### Proposed Budget FY2026

### **General Fund**

	Adopted Budget			Actual Thru		Projected Next		Total Projected	Proposed Budget		
		FY2025	4	1/30/25	5	5 Months		0/30/25		FY2026	
Revenues:											
Assessments - Tax Roll	\$	617,665	\$	475,228	\$	142,437	\$	617,665	\$	617,665	
Interest	•	2,000	Ψ	1,229	Ψ	771	•	2,000	Ψ	2,000	
		_,,,,,		-,				_,		_,	
Total Revenues	\$	619,665	\$	476,457	\$	143,208	\$	619,665	\$	619,665	
Expenditures:											
Administrative:											
Supervisor Fees	\$	2,500	\$	200	\$	800	\$	1,000	\$	2,500	
Engineering Fees		37,200		24,845		18,600		43,445		37,200	
Attorney Fees		12,000		7,000		5,000		12,000		12,000	
Annual Audit		5,200		-		4,700		4,700		4,700	
Assessment Administration		5,250		5,250		-		5,250		5,408	
Management Fees		55,944		32,634		23,310		55,944		57,622	
Information Technology		1,890		1,103		788		1,890		1,947	
Website Maintenance		1,260		735		525		1,260		1,298	
Insurance		14,975		14,158		-		14,158		16,428	
Report Preparation - NPDES		15,000		7,424		5,076		12,500		15,000	
Office Lease/Storage		3,000		1,255		1,757		3,012		3,480	
Printing & Binding		500		220		210		430		500	
Postage		600		230		220		450		600	
Legal Advertising		2,500		167		2,333		2,500		2,500	
Bank Fees		600		300		255		555		600	
Other Current Charges		400		-		200		200		400	
Office Supplies		350		42		68		110		350	
Election Fees		5,500		-		5,500		5,500		5,500	
Meeting Rental Fee		500		50		200		250		500	
Dues, Licenses & Subscriptions		2,175		175		2,000		2,175		2,175	
Total Administrative:	\$	167,344	\$	95,786	\$	71,542	\$	167,328	\$	170,708	
Operations & Maintenance											
Contracts:											
Aquatic Weed Control	\$	45,651	\$	19,260	\$	22,771	\$	42,031	\$	45,651	
Mowing		130,000		30,745		99,255		130,000		130,000	
Tree Trimming		40,000		-		40,000		40,000		40,000	
Water Quality Monitoring		19,746		9,873		9,873		19,746		19,746	
Repairs & Maintenance:											
Canal & Retention Pond Maintenance	\$	20,000	\$	22,166	\$	6,000	\$	28,166	\$	30,000	
Security Gates & Signs		750		-		615		615		750	
NPDES Inspection & Fees		6,000		1,875		1,000		2,875		6,000	
Operating Supplies		500		-		250		250		500	
Contingency		2,500		-		1,250		1,250		2,500	
Total Operations & Maintenance:	\$	265,147	\$	83,919	\$	181,014	\$	264,933	\$	275,147	

### **Water Control District**

## Proposed Budget FY2026

### **General Fund**

	Adopted Budget FY2025	Actual Thru 4/30/25	Projected Next 5 Months	Total Projected 9/30/25	Proposed Budget FY2026
Capital Improvements					
Transfer Out - Capital Reserve	\$ 187,174	\$ -	\$ 187,174	\$ 187,174	\$ 173,810
Total Reserves	\$ 187,174	\$ -	\$ 187,174	\$ 187,174	\$ 173,810
Total Expenditures	\$ 619,665	\$ 179,705	\$ 439,730	\$ 619,435	\$ 619,665
Excess Revenues (Expenditures)	\$	\$ 296,751	\$ (296,521)	\$ 230	\$ (0)
Fund Balance - Beginning	\$ -	\$ 152,448	\$ -	\$ 152,448	\$ -
Fund Balance - Ending	\$ -	\$ 449,199	\$ (296,521)	\$ 152,678	\$ (0)

	Maintenance Tax	Maintenance Tax
	FY2025	FY2026
Net Assessment	\$617,665	\$617,665
Collection Cost (5%)*	\$32,509	\$32,509
Gross Assessment	\$650,174	\$650,173
Number of Units	9608	9608
Total Levy	\$67.67	\$67.67

Collection percentage is total of 3% Tax Collector Discount Fee & 2% Collection Fee

### **REVENUES:**

### Assessments - Tax Collector

The District will levy a non-ad valorem assessment on all the assessable property within the District to fund all general operating and maintenance expenditures during the fiscal year. These assessments are billed on tax bills.

### **EXPENDITURES:**

### **Administrative:**

### Supervisors Fees

Chapter 190, Florida Statutes, allows for each Board member to receive compensation per meeting. Each Supervisor is paid for the time devoted to District business and meetings. The amount is based on 5 supervisors attending 10 meetings during the fiscal year.

### **Engineering Fees**

The District's engineer, CPH, Inc., will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

Description	Monthly	Annual
Engineering Services	\$2,100	\$25,200
Contingency		\$12,000
Total		\$37,200

### **Attorney Fees**

The District's legal counsel, Stephen F. Broome, P.A., will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Description	Monthly	Annual
Attorney Fees	\$1,000	\$12,000
Total		\$12,000

### Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

### **Assessment Administration**

The District has contracted with Governmental Management Services-Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

### Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

### Information Technology

The District has contracted with Governmental Management Services-Central Florida, LLC for costs related to District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, positive pay implementation and programming for fraud protection, accounting software, etc.

### Website Maintenance

The District has contracted with Governmental Management Services-Central Florida, LLC for the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

### *Insurance*

The District's general liability and public officials liability insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

### Report Preparation - NPDES

Represents estimated costs for preparation of NPDES reports and compliance requirements.

### Office Lease/Storage

Represents estimated fees to maintain District records at storage facility located within Orange County near District.

### Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

### **Postage**

The District incurs charges for mailing of agenda packages, overnight deliveries, checks for vendors and other required correspondence.

### Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

### Bank Fees

Represents monthly fees charged by Truist Bank for the District's operating account.

### **Other Current Charges**

Represents any miscellaneous administrative expenses incurred during the fiscal year.

### Office Supplies

The District incurs charges for office supplies that need to be purchased during the fiscal year.

### **Election Fees**

Represents estimated costs for mass printing, postage & mailing of annual election proxies.

### <u>Meeting Rental Fee</u>

Represents reservation fee paid to Lake Ridge Village Club Association for monthly meetings at onsite community center.

### **Dues, Licenses & Subscriptions**

The District is required to pay an annual fee to the Florida Department of Commerce for \$175 and an annual fee to the Florida Association of Special Districts for \$2,000.

### **Operating and Maintenance:**

### Aquatic Weed Control

Represents cost for maintenance to all canals and retention/detention ponds located within the District. Services include furnishing personnel, equipment, and herbicides to effectively control the excessive weed growth and as needed, supply triploid carp grass. The District has contracted with Aquatic Weed Control, Inc. for these services.

Description	Monthly	Annual
Aquatic Weed Control	\$2,554	\$30,651
Contingency (Triploid Grass Carp)		\$15,000
Total		\$45,651

### Mowing

The District will maintain the canal and detention pond mowing within the District. Areas included are the C-1, C-3, C-4, C-5, C-6, C-10, C-11 & C-12 canals as well as ponds in the subdivisions of Greenbriar, Lakeridge, Waterview, Somerset, Deer Creek, Parkview Terrace, Parkview North, Parkview Pointe and Windsor Walk Villages. The District has contracted with Sthern Environmental, Inc. for this service.

Description	Monthly	Annual
Short Mowing (7 per year)	\$5,921	\$41,448
Long Mowing (6 per year)	\$14,280	\$85,677
Contingency		\$2,875
Total		\$130,000

### Tree Trimming

Represents estimated costs for tree trimming within District maintained areas.

### Water Quality Monitoring

Represents costs for the monthly water quality testing. District has contracted with Eurofins Environment Testing Southeast, LLC f/k/a Flowers Chemical Laboratories.

Description	Monthly	Annual
Water Quality Testing	\$1,646	\$19,746
Total		\$19,746

### Canal & Retention Pond Maintenance

Represents monthly AMIL gate and discharge structures maintenance and recording along with estimated costs for non-capital project repairs.

Description	Monthly	Annual
AMIL Gate & Discharge Structure	\$1,000	\$12,000
Maintenance & Recording		
Contingency (Misc. Repairs)		\$18,000
Total		\$30,000

### Security Gates & Signs

Represents estimated costs for the purchase and installation of any signs, i.e., no fishing, no trespassing, and/or repairs to the District's security gates.

### **NPDES Inspection & Fees**

Represents annual fees paid to State of Florida Department of Environmental Protection and Orange County Environmental Protection Division as well as any inspection fees.

Description	Annual
Water Atlas Maintenance Fee	\$1,000
Regulatory Program & Surveillance Fee	\$1,875
Contingency (Inspections)	\$3,125
Total	\$6,000

### Operating Supplies

Represents estimated costs for the purchases of operating supplies.

### **Contingency**

Represents any additional field expense that may not have been provided for in the budget.

### Transfer Out - Capital Reserve

Represents funds to transferred to the Capital Reserve fund.

### **Water Control District**

### Proposed Budget

### FY2026

### Capital Reserve Fund

	Adopted	Actual	Projected	Total	Proposed
	Budget	Thru	Next	Projected	Budget
	FY2025	4/30/25	5 Months	9/30/25	FY2026
Revenues:					
Transfer In	\$ 187,174	\$ -	\$ 187,174	\$ 187,174	\$ 173,810
Interest	45,000	29,933	20,000	49,933	45,000
Total Revenues	\$ 232,174	\$ 29,933	\$ 207,174	\$ 237,107	\$ 218,810
Expenditures:					
Contingency	\$ 500	\$ 289	\$ 225	\$ 514	\$ 600
Capital Improvements	70,461	66,600	150,000	216,600	94,734
Total Expenditures	\$ 70,961	\$ 66,889	\$ 150,225	\$ 217,114	\$ 95,334
Excess Revenues (Expenditures)	\$ 161,214	\$ (36,956)	\$ 56,949	\$ 19,993	\$ 123,476
Fund Balance - Beginning	\$ 1,239,466	\$ 1,296,061	\$ -	\$ 1,296,061	\$ 1,316,054
Fund Balance - Ending	\$ 1,400,680	\$ 1,259,105	\$ 56,949	\$ 1,316,054	\$ 1,439,531

Capital Improvement Projects Updated Fiscal Year 2025							
Description		Estimated Cost					
C-10 Canal Access to Orangewood Boulevard	\$	2,050.00					
C-4 Canal Outfall to first outfall towards Sea World		9,750.00					
C-10 Canal near Water Treatment Plant		16,500.00					
C-5 Canal west of I-Drive & north of Sea Harbor		20,300.00					
C-5 Canal south of Cen. FL Pkwy to 1st control structure		18,000.00					
C-10 Canal - Bank at Bend - West of Orangewood		150,000.00					
Total	\$	216,600.00					

Capital Improvement Projects Fiscal Year 2026							
Description	Est	timated Cost					
C-5 Sea World Discharge Flume - Restoration	\$	14,837.30					
C-10 Overflow Weird at S-901 - Erosion		43,096.25					
C-11 Canal - Restabilization @ S-1102 (Taft-Vineland)		23,103.50					
C-3/C-1 Canal Weir Replacement		13,696.50					
Total	\$	94,733.55					

Capital Improvement Projects Fiscal Year 2027		
Description	Es	stimated Cost
C-11 Canal, S-1101 Dredging, Beachline & JYP	\$	124,286.25
MES Repairs		25,070.00
Total	\$	149,356.25

Capital Improvement Projects				
Fiscal Year 2028				
Description	Est	Estimated Cost		
C-3 Canal - Additional Weir/Bank Stabiliaztion	\$	7,797.00		
C-4 & C-5 Canal Regrading		12,535.00		
C-10 Canal - Reapir Along SR 528 by Tract F Pond		59,742.50		
Total	\$	80,074.50		

Capital Improvement Projects Fiscal Year 2029			
Description	E	stimated Cost	
C-12 Canal - Install Underdrain		55,867.00	
C-1 Canal - Grading at CFP		65,722.50	
Total	\$	121,589.50	

Combined Total	\$	662,353.80
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### Published Daily in Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

### **Sold To:**

Valencia Water Control District - CU00121643 219 E. Livingston Street Orlando, FL 32801

#### Bill To:

Valencia Water Control District - CU00121643 219 E. Livingston Street Orlando, FL 32801

### State Of Florida County Of Orange

Before the undersigned authority personally appeared

Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Apr 29, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Name of Affiant

Name of Affiant

Sworn to and subscribed before me on this 30 day of April, 2025, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

Rollins

Name of Notary, Typed, Printed, or Stamped



#### IN THE CIRCUIT COURT NINTH JUDICIAL CIRCUIT, IN AND FOR ORANGE COUNTY, FLORIDA CASE NO. 70-125

#### IN RE: VALENCIA WATER CONTROL DISTRICT TO ALL OWNERS OF LAND WITHIN VALENCIA WATER CONTROL DISTRICT

YOU ARE HEREBY NOTIFIED that pursuant to Section 189.016, Florida Statutes, the Board of Supervisors will consider adopting the Proposed Budget for Fiscal Year 2025-2026 during the regularly scheduled meeting on May 13, 2025 at 1:00 pm at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, FL 32821.

A copy of the agenda may be obtained from the District's website www. vwcdfl.com or by contacting the District Director by calling 407-841-5524, during normal business hours. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for drainage and water control districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

"Persons are advised that if they decide to appeal any decisions made at these meetings/hearings, they will need a record of the proceedings and for such purpose they may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per section 298.0105, Florida Statutes."

"In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation should contact Valencia Water Control District at (407) 841-5524 x 101, not later than seven (7) days prior to the meeting."

Dated: April 29, 2025 Tiffany Moore Russell, Clerk of the Circuit Court 4/29/2025 7807259

7807259

### "RESOLUTION"

**RESOLVED**, that the Valencia Water Control District levies a total drainage tax under the provisions of the law in the amount of \$67.67 per unit as the maintenance tax for the year 2025-2026.

It is also resolved that the President and Secretary be authorized and directed to certify said levy to the Property Appraiser of Orange County, Florida, in accordance with the law and practice and procedure of the Property Appraiser and the Tax Collector or Orange County.

Adopted this 13<sup>th</sup> day of May, 2025.

Attest:	Valencia Water Control District
Stephen F. Broome, Secretary	Print:
-	President

# SECTION IX

# SECTION A

	Customer Call Log - Valencia Water Control District							
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution	Date Resolved	
						S. Vanderbilt called the resident back and left a		
				Called to inquire when mowing would		message advising the mowing schedule. Resident		
3/12/25	Joyce Misorek	Somerset	Not provided	commence for the ponds.	Somerset Pond 1/2	didn't call back.	3/12/25	
				E-mailed asking when mowing would				
				commence for the ponds to		S. Vanderbilt e-mailed back advising the mowing		
3/31/25	Michele Moradi (HOA Admin)	Parkview Pointe HOA	N/A	communicate with residents.	Parkview Pointe Pond	schedule.	3/31/25	
						S. Vanderbilt called her back and left message that		
						the District does not oversee approval of wells on		
				Called to inquire the process for		private property. Directed her to call Orange		
4/24/25	Sal Sharp	Not provided	Not provided	installing a well at her home.	Not Provided	County permitting for guidance.	4/25/25	
						S. Vanderbilt asked resident to e-mail pictures of		
						the fence in question and they were sent on		
						5/5/25. S. Vanderbilt responded that the District		
						does not own or maintain the wire fence that runs		
						along the homeowner property so she could do as		
				Called to inquire about the District		she pleases with it. Homeowner sent f/u that she		
				fixing a wire fence behind her home		saw a District No Trespassing sign on the canal		
				that was rusty and damaged. Was		access fence so she thought to contact District for		
5/2/25	Angie Hazen	Greenbriar	5014 Goucher Lane	directed to District by her HOA.	C-10	hers.	5/6/25	

# SECTION B



### DIBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

March 17, 2025

Valencia Water Control District Board of Supervisors

We are pleased to confirm our understanding of the services we are to provide Valencia Water Control District, ("the District") for the fiscal years ended September 30, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the years ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

- 1. Management's Discussion and Analysis
- 2. Budgetary comparison schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### Other Services

We will also prepare the financial statements of Valencia Water Control District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making information available for the drafting of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

#### Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DiBartolomeo, McBee, Hartley & Barnes, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jim Hartley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fees for these services are not to exceed \$4,700. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if additional Bonds are issued, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice. Upon any termination of this Agreement, the District will pay all invoices for services rendered prior to the date of the notice of termination but subject to any offsets that the District may have. Pursuant to Section 218.391, Florida Statutes, all invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this engagement.

We shall take all necessary steps to ensure that the audit is completed in a timely fashion so that the financial reports and audits may be approved by the District's Board of Supervisors within 180 days after the end of the fiscal year under review.

We agree and understand that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agree to cooperate with public record requests made there under. In connection with this Agreement, we agree to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, we will:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers

all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

#### Reporting

We will issue a written report upon completion of our audit of Valencia Water Control District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Valencia Water Control District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

DiBartolomeo, U. Bee, Haity : Barres

DiBartolomeo, McBee, Hartley & Barnes, P.A.

#### RESPONSE:

This letter correctly sets forth the understanding of Valencia Water Control District	This le	tter corre	ctly sets	forth	the	understa	nding	of V	Valencia.	Water	Control	Distri	ct
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Management signature:

Title:

District Director

Date:

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# SECTION C

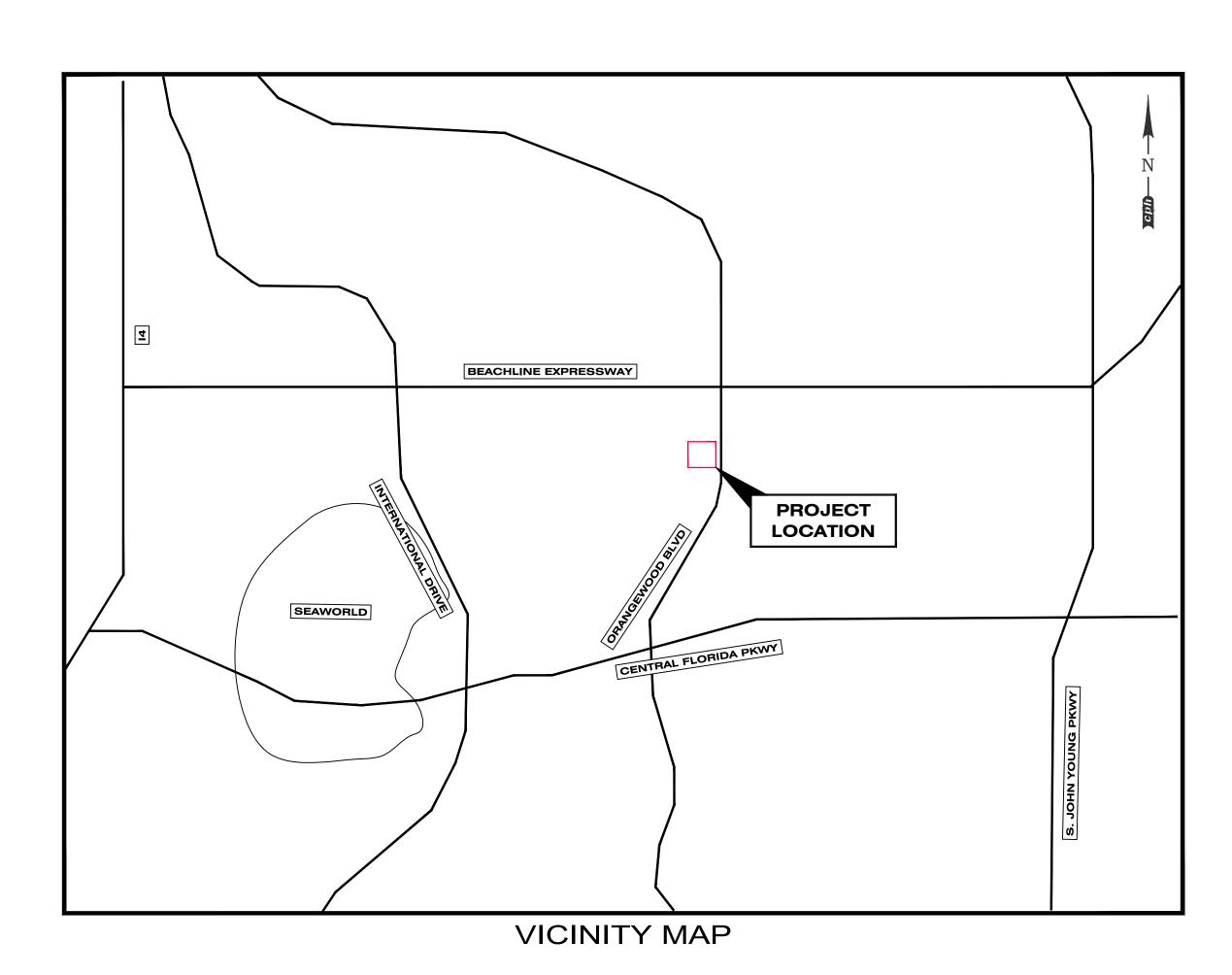
# VALENCIA WATER CONTROL DISTRICT C-10 CANAL BANK RESTORATION

## **VWCD CONTACT:**

GEORGE FLINT, DIRECTOR
GOVERNMENTAL MANAGEMENT SERVICES
219 E. LIVINGSTON STREET
ORLANDO, FLORIDA 32801
407-841-5524

# **ENGINEER:**

CPH CONSULTING, LLC. 1117 EAST ROBINSON STREET ORLANDO, FLORIDA 32801 (407) 425-0452 CONTACT: ALLEN C LANE, PE



# SHEET INDEX

C-1	COVER SHEET
C-2	GENERAL NOTES
C-3	SITE PLAN
C-4	CROSS SECTION
C-5	SLOPE STABILIZATION MAT DETAIL

Sunshine

Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

#### **GENERAL PROVISIONS**

- 1. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.
- 2. CONTRACTOR, AS PART OF THE BASE BID, SHALL FIELD LOCATE ALL UNDERGROUND UTILITIES WITHIN THE PROJECT AREA WITHIN THE 30 DAYS OF PROJECT AWARD. CONTRACTOR SHALL REVIEW THE PLANS AND SHALL NOTE ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY
- 3. CONTRACTORS, AS PART OF THE BASE BID, SHALL PROVIDE ALL COORDINATION WITH UTILITY PROVIDERS TO PROVIDE FOR
- 4. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE FOR ALL DEMOLITION OF ABOVE GROUND AND UNDERGROUND IMPROVEMENTS IN ORDER TO CONSTRUCT THE PROPOSED IMPROVEMENTS NOTED ON THE PLANS. UNLESS APPROVED IN WRITING FROM THE OWNER, ALL MATERIALS SHALL BE REMOVED FROM THE SITE AS PART OF THE BASE BID.
- 5. ALL DETAILS AND REFERENCES TO FDOT REFER TO THE LATEST EDITION OF THE FDOT DESIGN STANDARDS.

THE MATERIALS AND WORK NEEDED TO PROVIDE SERVICES TO THE PROJECT.

- 6. NO BENCHMARK INFORMATION IS PROVIDED. CONTRACTOR TO USE THE ELEVATIONS FROM THE ORIGINAL PLANS FOR ALL MEASUREMENTS AND ELEVATIONS.
- 7. ALL CONSTRUCTION PROJECTS 1 OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. IN ORDER TO MEET NPDES REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP). IMPLEMENTING. INSPECTING. MAINTAINING. AND REPORTING ON ALL ELEMENTS OF THE SWPPP. COMPLETING AND SUBMITTING THE REQUIRED NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) FORMS AS THE OPERATOR, AND PAYING ALL ASSOCIATED FEES. FOR PROJECTS LESS THAN 1 ACRE IN SIZE THAT ARE NOT REQUIRED TO COMPLY WITH THE NPDES GENERAL PERMIT, THE CONTRACTOR IS STILL RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
- 8. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- 9. THIS SET OF PLANS MAY CONTAIN DRAWINGS PREPARED BY OTHER PROFESSIONALS, WHICH CONTAIN THE NAME, ADDRESS, AND LOGO OF THE PROFESSIONAL. CPH, CONSULTING, IS NOT RESPONSIBLE FOR DRAWINGS PREPARED BY OTHER PROFESSIONALS
- 10. THE CONTRACTOR SHALL SUBMIT ONE ELECTRONIC COPY OF SHOP DRAWINGS TO THE ENGINEER FOR REVIEW AND APPROVAL. ANY DISCREPANCIES IDENTIFIED ON THE SHOP DRAWINGS BY THE CONTRACTOR SHALL BE BROUGHT TO THE
- 11. PROTECT BENCHMARKS, PROPERTY CORNERS, AND OTHER SURVEY MONUMENTS FROM DAMAGE OR DISPLACEMENT. IF MARKER NEEDS TO BE REMOVED IT SHALL BE REFERENCED BY LICENSED LAND SURVEYOR AND REPLACED, AS NECESSARY,
- 12. THE CONTRACTOR IS RESPONSIBLE FOR ALL QUALITY CONTROL TESTING. AS A MINIMUM, TESTING SHALL INCLUDE A) BEDDING AND BACKFILL MATERIALS AND DENSITY TESTS; B) DETERMINATION OF COMPACTIVE EFFORT NEEDED FOR COMPLIANCE WITH THE DENSITY REQUIREMENTS; C) PORTLAND CEMENT CONCRETE AND QUALITY CONTROL TESTING INCLUDING DESIGN MIX REVIEW, MATERIALS, FIELD SLUMP AND AIR CONTENT, AND FIELD AND LAB CURED STRENGTH SAMPLES AND TESTING
- 13. IN ADDITION TO QUALITY CONTROL TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED TESTING OR APPROVALS FOR ANY WORK (OR ANY PART THEREOF) IF LAWS OR REGULATIONS OF ANY PUBLIC BODY HAVING JURISDICTION SPECIFICALLY REQUIRE TESTING, INSPECTIONS OR APPROVAL. THE CONTRACTOR SHALL PAY ALL COSTS IN CONNECTION THEREWITH AND SHALL FURNISH THE OWNER AND ENGINEER THE REQUIRED CERTIFICATES OF INSPECTION, TESTING OR APPROVAL.
- 14. ANY DESIGN OR TESTING LABORATORY UTILIZED BY THE CONTRACTOR SHALL BE AN INDEPENDENT LABORATORY ACCEPTABLE TO THE OWNER AND THE ENGINEER, APPROVED IN WRITING, AND COMPLYING WITH THE LATEST EDITION OF THE "RECOMMENDED REQUIREMENTS FOR INDEPENDENT LABORATORY QUALIFICATION", PUBLISHED BY THE AMERICAN COUNCIL OF INDEPENDENT LABORATORIES.
- 15. TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS.
- 16. THE ENTIRE PROJECT SITE SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE WORK. CLEAN ALL INSTALLED PIPELINES, STRUCTURES, SIDEWALKS, PAVED AREAS, ACCUMULATED SILT IN PONDS, PLUS ALL ADJACENT AREAS AFFECTED BY CONSTRUCTION, AS DIRECTED BY THE OWNER OR JURISDICTIONAL AGENCY. EQUIPMENT TO CLEAN THESE SURFACES SHALL BE SUBJECT TO APPROVAL BY THE OWNER.
- 17. ALL DISTRUBED AREAS WITHIN RIGHT OF WAYS SHALL BE SODDED.
- 18. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT BE LIMITED, FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
- 19. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (LATEST EDITION). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.
- 20. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING EXCAVATION

## AS-BUILT DRAWING REQUIREMENTS

- 1. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER AT LEAST THREE WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR, SIGNED, SEALED AND DATED BY THE RESPONSIBLE PARTY. THE CONTRACTOR SHALL BE RESPONSBILE TO IDENTIFY ALL AS-BUILT SURVEY REQUIREMENTS BY THE GOVERNING AGENCIES PRIOR TO START OF CONSTRUCTION TO ENSURE THAT AS-BUILT INFORMATION IS PROVIDED FOR.
- 2. ALL RECORD DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR IN ACAD FORMAT USING CONSTRUCTION PLAN SHEETS PROVIDED BY THE ENGINEER. AS-BUILT INFORMATION SHALL BE FIELD VERIFIED. MEASURED. ADDED TO THE ACAD FILES OF THE CONSTRUCTION PLAN SHEETS PROVIDED BY THE ENGINEER, AND CERTIFIED, SIGNED AND SEALED BY THE CONTRACTOR'S LICENSED SURVEYOR WHO WILL BE RESPONSIBLE FOR THE ACCURACY OF ALL DIMENSIONS AND ELEVATIONS.
- 3. THE AS-BUILT INFORMATION IS TO INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:
- a. TOP OF BERM AND BOTTOM OF SLOPE ELEVATIONS AND HORIZONTAL DIMENSIONS MEASURED AT A MINIMUM OF 20 FOOT INTERVALS ALONG BANK OF WORK AREA
- b. STORMWATER CULVERT AND HEADWALL ELEVATIONS
- c. HORIZONTAL AND VERTICAL DATA FOR ANY CONSTRUCTION THAT DEVIATES FROM THE APPROVED ENGINEERING DRAWINGS.
- d. WHERE THE PLANS CONTAIN SPECIFIC HORIZONTAL LOCATION DATA, SUCH AS STATION AND OFFSET, THE AS-BUILT DRAWINGS ARE TO REFLECT THE ACTUAL HORIZONTAL LOCATION.
- e. WHERE THE PLANS CONTAIN SPECIFIC VERTICAL ELEVATION DATA, THE AS-BUILT DRAWINGS ARE TO REFLECT THE ACTUAL MEASURED VERTICAL ELEVATION.
- 4. COMPLETE AS-BUILT DRAWINGS THAT ARE FOUND TO BE SATISFACTORY AS A RESULT OF THE ENGINEER'S REVIEW WILL BE USED AS THE BASIS FOR THE FINAL PROJECT RECORD DRAWINGS PREPARED BY THE ENGINEER USING THE CONTRACTOR PROVIDED AS-BUILT DRAWINGS PLUS ENGINEER ADDED INFORMATION

## TRAFFIC CONTROL (IF REQUIRED)

- 1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A MAINTENANCE OF TRAFFIC (M.O.T.) PLAN PRIOR TO CONSTRUCTION. THE M.O.T. PLAN SHALL SHOW ALL PROPOSED TRAFFIC CONTROL SIGNS, PAVEMENT MARKINGS, AND BARRICADES, AND SHALL DETAIL ALL PROPOSED CONSTRUCTION SEQUENCING. THE M.O.T. PLAN AND INSTALLED TRAFFIC CONTROL MEASURES SHALL BE APPROVED BY THE ENGINEER, OWNER, AND ROADWAY JURISDICTIONAL AGENCY PRIOR TO CONSTRUCTION. IN GENERAL, ROADWAY AND DRIVEWAY LANE CLOSURES ARE PROHIBITED DURING CONSTRUCTION UNLESS SPECIFICALLY DETAILED ON THESE PLANS. IN THE EVENT IT IS DETERMINED THAT ROADWAY AND DRIVEWAY LANE CLOSURES WILL BE ALLOWED. THE CLOSURES SHALL BE RESTRICTED TO THE HOURS BETWEEN 9:00 A.M. AND 4:00 P.M. UNLESS OTHERWISE AUTHORIZED IN THE APPROVED M.O.T.
- 2. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH FDOT AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). ALL TRAFFIC CONTROL MEASURES SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND MAINTAINED DURING
- 3. INSPECT TRAFFIC CONTROL DEVICES ON A DAILY BASIS TO ENSURE PLACEMENT OF BARRICADES AND FUNCTION OF LIGHTS IS MAINTAINED THROUGHOUT CONSTRUCTION.
- 4. CONTACT PROPERTY OWNERS AFFECTED BY CONSTRUCTION. COORDINATE TEMPORARY DRIVEWAY CLOSURES AND SEQUENCING. MAINTAIN ACCESS FOR ALL PROPERTY OWNERS DURING CONSTRUCTION.
- 5. WET UNSTABILIZED AREAS AS NECESSARY TO CONTROL DUST.

DRAWINGS OR AS APPROVED IN WRITING BY THE ENGINEER.

ENCROACH UPON OR OTHERWISE OBSTRUCT THE WORK.

- ADJUST TRAFFIC CONTROL DEVICES AS REQUIRED UNDER EMERGENCY CONDITIONS.
- 7. THE CONTRACTOR IS EXPECTED TO COORDINATE ITS ACTIVITIES WITH OTHER CONTRACTORS WHO MAY BE WORKING IN THE
- 8. WHEN WORK OCCURS WITHIN 15-FT OF ACTIVE ROAD TRAVEL LANES BUT NO CLOSER THAN 2-FT FROM THE EDGE OF PAVEMENT, SIGNAGE AND WARNING DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH FDOT INDEX NO. 600 AND 602
- 9. TYPE I OR TYPE II BARRICADES AT 20-FT CENTERS SHALL BE PLACED AND MAINTAINED ALONG THE EDGE OF THE ROAD WHEREVER DROP-OFFS OR OTHER HAZARDS EXIST AND TO BLOCK ENTRANCE INTO COMPLETED OR PARTIALLY COMPLETED PAVEMENTS UNTIL SUCH PAVEMENTS ARE OPEN TO PUBLIC USE.

## SITE PREPARATION

- 1. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THE PROPERTY, RIGHT-OF-WAY, AND EASEMENTS AS INDICATED ON THE DRAWINGS. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.
- 2. STAKE OUT THE CONSTRUCTION, ESTABLISH LINES AND LEVELS, TEMPORARY BENCH MARKS, BATTER BOARDS, CENTERLINES, BASELINES. AND REFERENCE POINTS FOR THE WORK. AND VERIFY ALL DIMENSIONS RELATING TO INTERCONNECTION WITH EXISTING FEATURES. REPORT ANY INCONSISTENCIES IN THE PROPOSED GRADES, LINES AND LEVELS, DIMENSIONS AND LOCATIONS TO THE ENGINEER BEFORE COMMENCING WORK.
- 3. PROTECT ALL TREES AND SHRUBS LOCATED OUTSIDE THE RIGHT-OF-WAY, EASEMENTS, AND OWNER SECURED PROPERTY, PARTICULARLY THOSE TREES AND SHRUBS LOCATED ADJACENT TO WORK AREAS.
- 4. WITHIN THE RIGHT-OF-WAY, EASEMENTS, AND OWNER SECURED PROPERTY, THE INTENT IS TO ALLOW TREES AND SHRUBS TO REMAIN. SEE SITE PLAN FOR TREES TO BE REMOVED.
- 5. TREES TO REMAIN IN THE CONSTRUCTION AREA SHALL BE BOXED, FENCED OR OTHERWISE PROTECTED IN ACCORDANCE WITH

DETAILS ON THE DRAWINGS. DO NOT PERMIT HEAVY EQUIPMENT OR STOCKPILES WITHIN BRANCH SPREAD

- 6. AREAS TO RECEIVE CLEARING AND GRUBBING SHALL INCLUDE ALL AREAS TO BE OCCUPIED BY THE PROPOSED IMPROVEMENTS. AREAS FOR FILL AND SITE GRADING, AND BORROW SITES. REMOVE TREES OUTSIDE OF THESE AREAS ONLY AS INDICATED ON THE
- 7. CLEARING SHALL CONSIST OF REMOVING TREES BRUSH GROWTH ON SIDE SLOPES AND DISPOSAL OF OTHER MATERIALS THAT
- 8. EXERCISE EXTREME CARE DURING THE CLEARING AND GRUBBING OPERATIONS. DO NOT DAMAGE EXISTING STRUCTURES, PIPES OR UTILITIES.
- 9. GRUBBING SHALL CONSIST OF REMOVING AND DISPOSING OF STUMPS, ROOTS LARGER THAN 2" IN DIAMETER, AND MATTED ROOTS. REMOVE TO A DEPTH OF NOT LESS THAN 18" BELOW THE ORIGINAL SURFACE LEVEL OF THE GROUND.
- 10. ALL COMBUSTIBLE DEBRIS AND REFUSE FROM SITE PREPARATION OPERATIONS SHALL BE REMOVED TO LEGAL OFFSITE DISPOSAL AREAS.

## DEWATERING (IF REQUIRED)

- 1. DESIGN AND PROVIDE A DEWATERING SYSTEM USING ACCEPTED AND PROFESSIONAL METHODS CONSISTENT WITH CURRENT INDUSTRY PRACTICE. PROVIDE A DEWATERING SYSTEM OF SUFFICIENT SIZE AND CAPACITY TO CONTROL GROUNDWATER IN A MANNER THAT PRESERVES STRENGTH OF FOUNDATION SOILS, DOES NOT CAUSE INSTABILITY OR RAVELING OF EXCAVATION SLOPES, AND DOES NOT RESULT IN DAMAGE TO EXISTING STRUCTURES. WHERE NECESSARY TO THESE PURPOSES, LOWER WATER LEVEL IN ADVANCE OF EXCAVATION. UTILIZING WELLS. WELLPOINTS. OR SIMILAR POSITIVE METHODS. MAINTAIN THE GROUNDWATER LEVEL TO A MINIMUM OF 2 FEET BELOW EXCAVATIONS. PROVIDE PIEZOMETERS IF DIRECTED BY THE ENGINEER TO DOCUMENT THE SPOLINDWATER LEVEL IS BEING MAINTAINED
- 2. CONTROL, BY ACCEPTABLE MEANS, ALL WATER REGARDLESS OF SOURCE AND BE FULLY RESPONSIBLE FOR DISPOSAL OF THE WATER. NO ADDITIONAL PAYMENT WILL BE MADE FOR ANY SUPPLEMENTAL MEASURES TO CONTROL SEEPAGE, GROUNDWATER, OR
- DEWATERING DISCHARGE FROM THE SITE SHALL COMPLY WITH ALL NPDES GENERAL PERMIT REQUIREMENTS AND STATE WATER QUALITY STANDARDS. PROVIDE ALL TESTING AND PERMITTING REQUIRED AND COMPLY WITH ALL TREATMENT OR DISPOSAL METHODS REQUIRED TO MEET ALL LOCAL, STATE AND FEDERAL REQUIREMENTS.
- 4. OPEN PUMPING WITH SUMPS AND DITCHES SHALL BE ALLOWED, PROVIDED IT DOES NOT RESULT IN BOILS, LOSS OF FINES, SOFTENING OF THE GROUND, OR INSTABILITY OF SLOPES, SUMPS SHALL BE LOCATED OUTSIDE OF LOAD BEARING AREAS SO THE BEARING SURFACES WILL NOT BE DISTURBED. WATER CONTAINING SILT IN SUSPENSION SHALL NOT BE PUMPED INTO SEWER LINES. OR ADJACENT STREAMS. DURING NORMAL PUMPING, AND UPON DEVELOPMENT OF WELL(S), LEVELS OF FINE SAND OR SILT IN THE DISCHARGE WATER SHALL NOT EXCEED 5 PPM.
- 5. IF DEWATERING EQUIPMENT NEEDED EXCEEDS ANY OF THE FOLLOWING: 1) 6" PUMP VOLUTE; 2) 100,000 GPD TOTAL 24 HOUR (1 DAY) DEWATERING, AND; 3) 1,000,000 GPD PUMP CAPACITY, THE CONTRACTOR SHALL BE REQUIRED TO PERMIT THE DEWATERING SYSTEM WITH THE WATER MANAGEMENT DISTRICT

- 6. CONTINUOUSLY MAINTAIN EXCAVATIONS IN A DRY CONDITION WITH POSITIVE DEWATERING METHODS DURING PREPARATION OF SUBGRADE, INSTALLATION OF PIPE, AND CONSTRUCTION OF STRUCTURES UNTIL THE CRITICAL PERIOD OF CONSTRUCTION AND/OR BACKFILL IS COMPLETED TO PREVENT DAMAGE OF SUBGRADE SUPPORT, PIPING, STRUCTURE, SIDE SLOPES, OR ADJACENT FACILITIES FROM FLOTATION OR OTHER HYDROSTATIC PRESSURE IMBALANCE.
- 7. WHEN CONSTRUCTION IS COMPLETE, REMOVE ALL DEWATERING EQUIPMENT FROM THE SITE, INCLUDING WELLS AND RELATED TEMPORARY ELECTRICAL SERVICE.

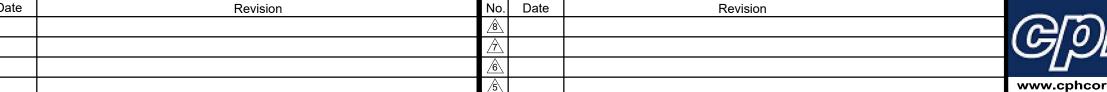
- 1 THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON SITE LOCATIONS OF EXISTING UTILITIES.
- 2. CHAPTER 553.851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING.
- 3. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION, AND EQUIPMENT REQUIRED FOR THE ORDERLY DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, PAVEMENT AND UTILITIES AS SHOWN ON THE DRAWINGS AND
- 4. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND. ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.
- 5. IF REQUIRED ELECTRICAL, TELEPHONE, CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY PRIOR TO COMMENCEMENT OF CONSTRUCTION. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS A NECESSITY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.
- 6. PROVIDE ADEQUATE PROTECTION FOR PERSONS AND PROPERTY AT ALL TIMES. EXECUTE THE WORK IN A MANNER TO AVOID HAZARDS TO PERSONS AND PROPERTY AND PREVENT INTERFERENCE WITH THE USE OF AND ACCESS TO ADJACENT BUILDINGS. STREETS AND SIDEWALKS SHALL NOT BE BLOCKED BY DEBRIS AND EQUIPMENT.
- 7. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING THE DEMOLITION/EXCAVATION PROCESS.
- 8. 14. REMOVE AND LEGALLY DISPOSE OF ALL OTHER RUBBISH, RUBBLE, AND DEBRIS. COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS GOVERNING DISPOSAL OF WASTES AND DEBRIS.
- 9. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
- 10. PRIOR TO WORK OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.

DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.

THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.

- 11. CONTRACTOR SHALL LIMIT ALL DEMOLITION ACTIVITY TO THAT AREA DELINEATED IN THE DRAWING. ALL OTHER EXIST. UTILITIES INCLUDING: STORM DRAINAGE, GAS, ELECTRIC, TELEPHONE, WATER & SEWER SHALL BE PRESERVED &
- 12. GRADING SHOWN ON THESE PLANS IS PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL BE EXPECTED TO GRADE THE ENTIRE SITE TO PROVIDE POSITIVE DRAINAGE IN ALL AREAS THROUGHOUT THE SITE.
- 13. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO
- 14. ALL PROPOSED ELEVATIONS ON THE PLANS WITHIN PAVED AREAS ARE SHOWN AT PAVEMENT, UNLESS OTHERWISE NOTED.
- 15. UNIFORMLY SMOOTH GRADE THE SITE. DEPRESSIONS FROM SETTLEMENT SHALL BE FILLED AND COMPACTED. TOPS OF EMBANKMENTS AND BREAKS IN GRADE SHALL BE ROUNDED. FINISHED SURFACES SHALL BE REASONABLY SMOOTH, COMPACTED, FREE FROM IRREGULAR SURFACE CHANGES AND COMPARABLE TO THE SMOOTHNESS OBTAINED BY BLADE-GRADER OPERATIONS.
- 16. NEWLY GRADED AREAS SHALL BE PROTECTED FROM TRAFFIC AND EROSION. ALL SETTLEMENT OR WASHING AWAY THAT MAY OCCUR FROM ANY CAUSE PRIOR TO SEEDING OR ACCEPTANCE SHALL BE REPAIRED AND GRADES RE-ESTABLISHED TO THE REQUIRED ELEVATIONS AND SLOPES AT NO ADDITIONAL COST TO THE OWNER.
- EXCAVATION, TRENCHING, AND FILL 1. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (FS 553.60-553.64). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH
- 2. ROUGH EXCAVATE AND GRADE THE CANAL SIDE SCORES AS DEPICTED ON THE PLANS AND CROSS SECTIONS.
- 3 CONSTRUCTION SHALL RESULT IN THE FINISHED WORK HAVING SIDE SLOPES AND DIMENSIONS THAT ARE IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THESE REQUIREMENTS HAVE BEEN MET. IF THE CONSTRUCTED SIDE SLOPES ARE STEEPER THAN THE REQUIRED SIDE SLOPES, THE CONTRACTOR SHALL BE REQUIRED TO MAKE CORRECTIONS AT NO ADDITIONAL COST TO THE OWNER.
- 4. FIELD DENSITY TESTING FREQUENCIES: A) ONE TEST FOR EACH 10,000 SQUARE FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKELLING MINIMUM 2 TESTS FACH LAYER
- 5. IT IS INTENDED THAT PREVIOUSLY EXCAVATED MATERIALS CONFORMING TO THE FOLLOWING REQUIREMENTS BE UTILIZED WHEREVER POSSIBLE A. ACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-1, A-3, A-2-4, A-2-6; ASTM D2487 CLASSIFICATION GW, GP, GM,
- SM, SW, SP; UNLESS OTHERWISE DISAPPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS. NO MORE THAN 5% OF ACCEPTABLE MATERIALS SHALL PASS THE NUMBER 200 SIEVE.
- B LINACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-2-5 A-2-7 A-4 A-5 A-6 A-7 A-8: ASTM D2487 CLASSIFICATION GC, SC, ML, MH, CL, CH, OL, OH, PT; UNLESS OTHERWISE APPROVED WITHIN THE SOIL AND SUBSURFACE
- 6. PROVIDE BARRIERS, WARNING LIGHTS AND OTHER PROTECTIVE DEVICES AT ALL EXCAVATIONS.
- 7 SIDEWALKS ROADS STREETS AND PAVEMENTS SHALL NOT BE BLOCKED OR OBSTRUCTED BY EXCAVATED MATERIALS. EXCEPT AS AUTHORIZED BY THE ENGINEER. IN WHICH CASE ADEQUATE TEMPORARY PROVISIONS MUST BE MADE FOR SATISFACTORY TEMPORARY PASSAGE OF PEDESTRIANS, AND VEHICLES. MINIMIZE INCONVENIENCE TO PUBLIC TRAVEL OR TO TENANTS OCCUPYING ADJOINING PROPERTY.
- 8. FURNISH, INSTALL, AND MAINTAIN, WITHOUT ADDITIONAL COMPENSATION, SHEETING, BRACING, AND SHORING SUPPORT REQUIRED TO KEEP EXCAVATIONS WITHIN THE PROPERTY OR EASEMENTS PROVIDED. TO SUPPORT THE SIDES OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH MAY DAMAGE ADJACENT PAVEMENTS OR STRUCTURES, DAMAGE OR DELAY THE WORK, OR ENDANGER LIFE AND HEALTH. VOIDS OUTSIDE THE SUPPORTS SHALL BE IMMEDIATELY FILLED AND COMPACTED.
- 9. SHEETING, SHORING, AND BRACING USED FOR THE SUPPORT OF EXCAVATIONS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF FLORIDA.
- 10. ALL EXCAVATIONS SHALL BE MADE BY IN ACCORDANCE WITH OSHA REQUIREMENTS.
- 11. ALL BEDDING, FILL, AND BACKFILL MATERIAL SHALL BE SUITABLE SOILS. WHERE TRENCH OR EXCAVATION IS WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, FOUNDATIONS, OR SLABS, PLACE BACKFILL IN LAYERS OF 8 INCH LOOSE DEPTH. IN ALL OTHER AREAS, PLACE FILL AND BACKFILL IN LAYERS OF 12 INCH LOOSE DEPTH
- 12. MINIMUM DENSITY REQUIREMENT (ASTM D1557 OR AASHTO T180): BACKFILL AND FILL UNDER AND WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, SLABS, FOUNDATIONS = 98 PERCENT, BACKELL, AND FILL PLACED WITHIN PUBLIC ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS = 95 PERCENT; BACKFILL AND FILL PLACED WITHIN POND AND ROAD EMBANKMENT = 95 PERCENT: BACKFILL AND FILL PLACED IN ALL OTHER AREAS = 90 PERCENT.







Communities Together 1117 East Robinson Stree Orlando, FL 32801 Ph: 407.425.0452 C 2025

CPH. LLC Full Service A & E Firm State of Florida Licenses Engineer No. 3215 Surveyor No. LB7143 Architect. No. AA26000926

Drawn by: | HJC Checked by: | ACL 3/7/2025 6816.07 Job No.

LLEN CLAYTON LANE. JR.. P

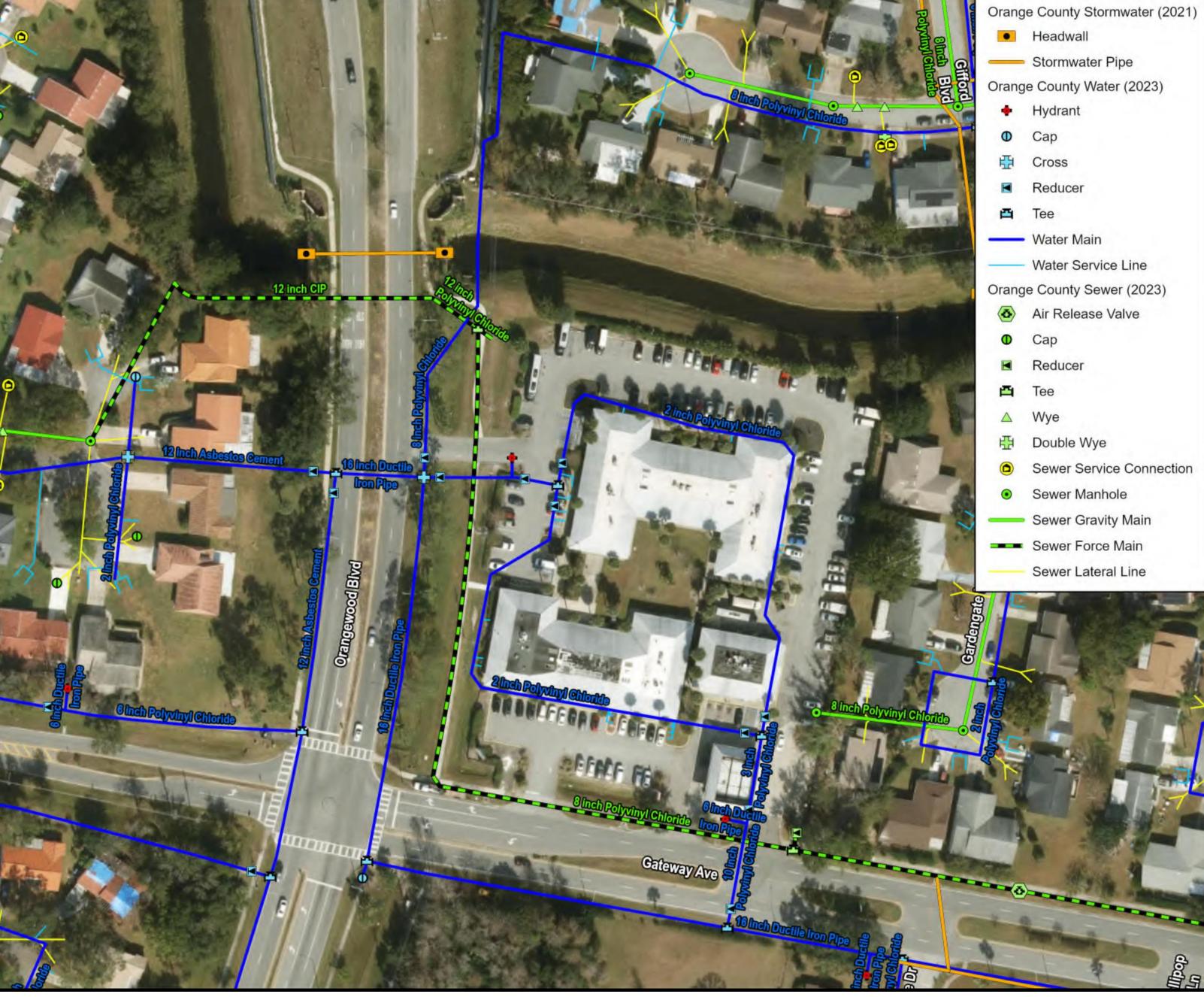
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VALENCIA WATER CONTROL DISTRICT C-10 BANK RESTORATION Orange County, Florida

GERNERAL NOTES



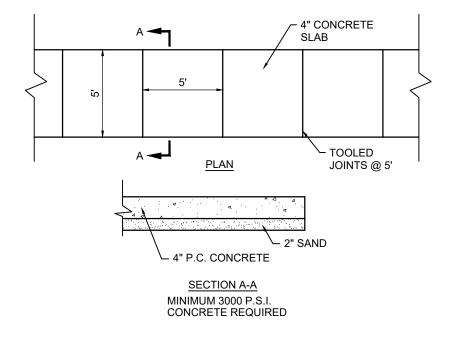




PROJECT LOCATION PLAN

Proposed Project Boundary

**EXISTING UTILITIES EXHIBIT** 



- 1. 3/4"x4" PREMOLDED EXPANSION MATERIALS AROUND P.P. OR OTHER STRUCTURES IN WALK.
- 2. EXPANSION JOINTS MAXIMUM DISTANCE = 100', USED 3/4"x4" PREMOLDED EXPANSION MATERIAL.
- 3. CONTRACTION JOINTS MAXIMUM DISTANCE = 21', SAW CUT 2" DEEP AND FILL WITH HOT POURED SEALER.

**CONCRETE SIDEWALK DETAIL** 

4. SAW CUT JOINTS WITHIN 24 HOURS.

**SODDING DETAIL** 

SIDEWALK

PAVEMENT V

3"MIN. —

- 1. SOD SHALL BE INSTALLED 3" BELOW THE EDGE OF SIDEWALK.
- 2. THE CONTRACTOR SHALL SOD ALL DISTURBED AREAS WITH SAME TYPE OF GRASS AS EXISTING. ROLL THE SOD TO FLATTEN THE FINISHED SURFACE. THE CONTRACTOR SHALL MAINTAIN THE TRANSITIONAL AREA TAKEN ROOT.

- RESTORATION SHALL BE PER FDOT STANDARD SPECIFICATIONS OR ORANGE COUNTY PUBLIC WORKS SPECIFICATIONS, WHICHEVER IS MORE STRINGENT
- 2. CONTRACTOR TO PROVIDE MAINTENANCE OF TRAFFIC (MOT) PER FDOT STANDARD SPECIFICATIONS, ORANGE COUNTY PUBLIC WORKS SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
- 3. IF REQUIRED BY EITHER FDOT OR ORANGE COUNTY, CONTRACTOR TO PROVIDE ADDITIONAL MOT AS REQUESTED.
- 4. CONTRACTOR TO PROVIDE THE NECESSARY MEASURES TO MAINTAIN THE FLOW THROUGH THE CANAL AT ALL TIMES DURING CLEARING, GRUBBING, BACKFILL AND FINAL RESTORATION. CONTRACTOR TO PROVIDE PROPOSED
- MEASURES TO ENGINEER PRIOR TO INSTALLATION. . EROSION CONROL MEASURES TO BE INSTALLED PRIOR TO CONSTRUCTION AND MAINTAINED ALL THROUGH CONSTRUCTION AND MAY BE REMOVED AFTER ALL
- 6. RESTORE ALL DISTURBED AREAS AS PART OF THIS WORK.

RESTORATION HAS BEEN COMPLETED.

- 7. REPAIR ALL DAMAGED SIDWALK, MATCHING WIDTH OF EXISTING SIDEWALK
- 8. SOD ALL DISTURBED AREAS WITH BAHIA SOD, FULL COVERAGE OF RECONSTRUCTED SLOPE, WITH NO BARE AREAS.

4	
3	
2	
$\triangle$	

No. Date

www.cphcorp.com

Orlando, FL 32801 (C) 2025

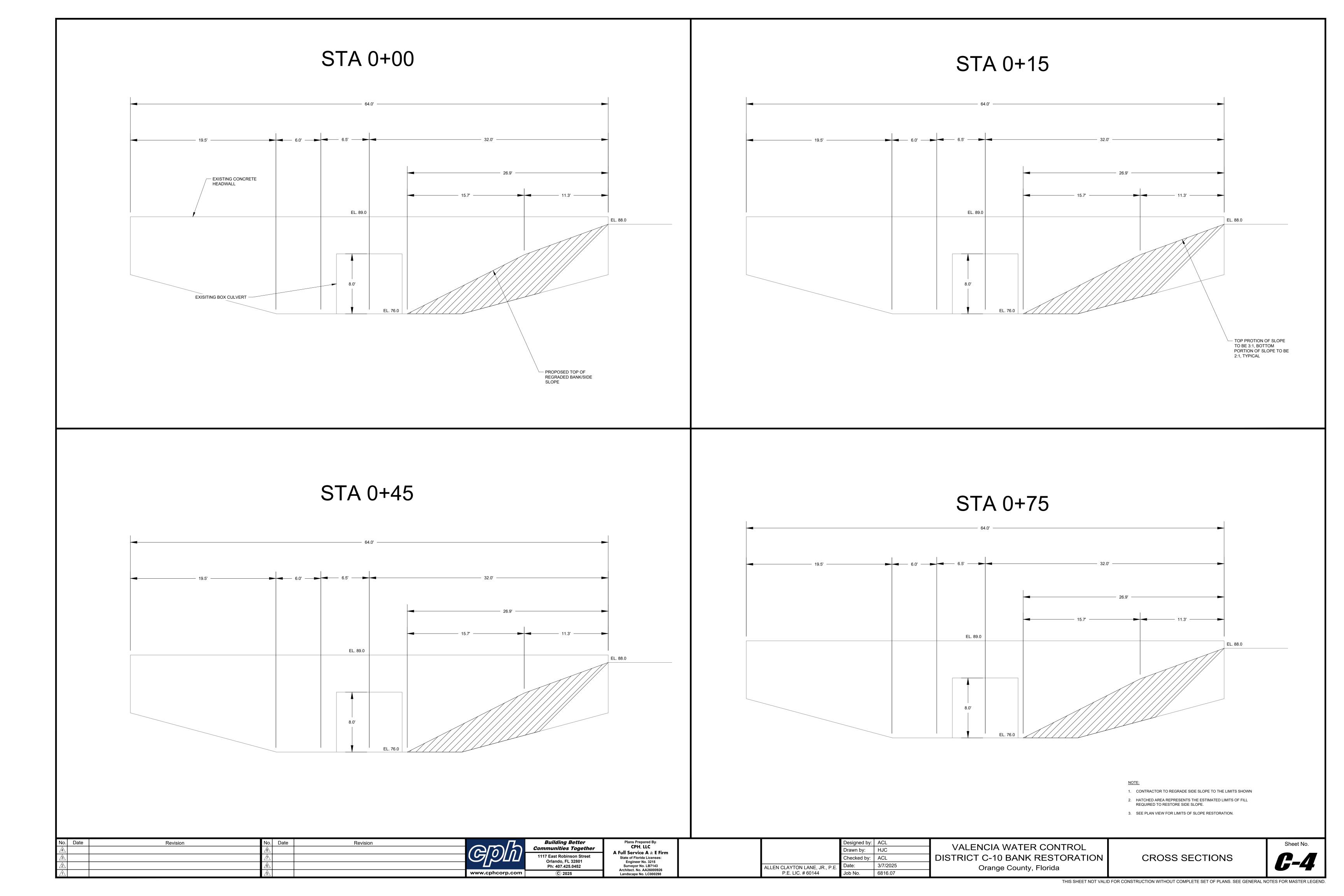
Plans Prepared By: CPH, LLC A Full Service A & E Firm State of Florida Licenses: Engineer No. 3215 Surveyor No. LB7143 Architect. No. AA26000926 Landscape No. LC000298

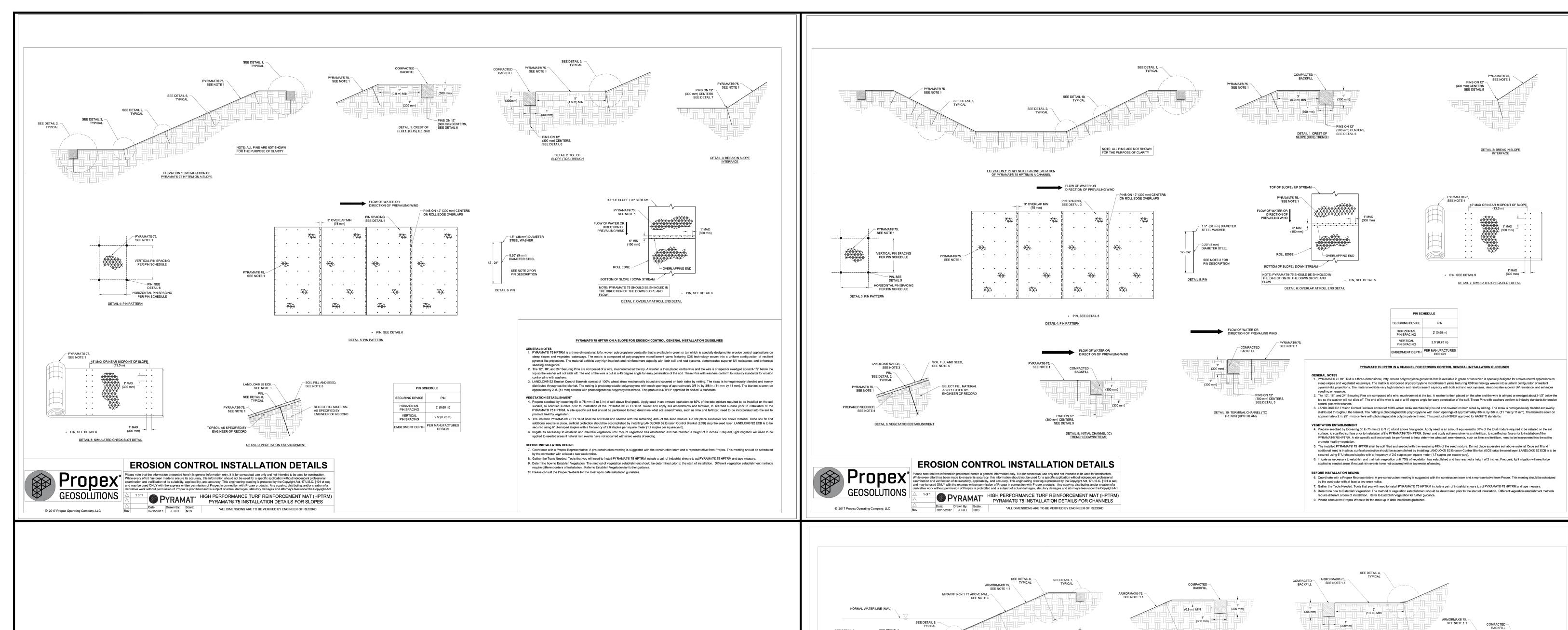
ALLEN CLAYTON LANE, JR., P.E P.E. LIC. # 60144 Job No.

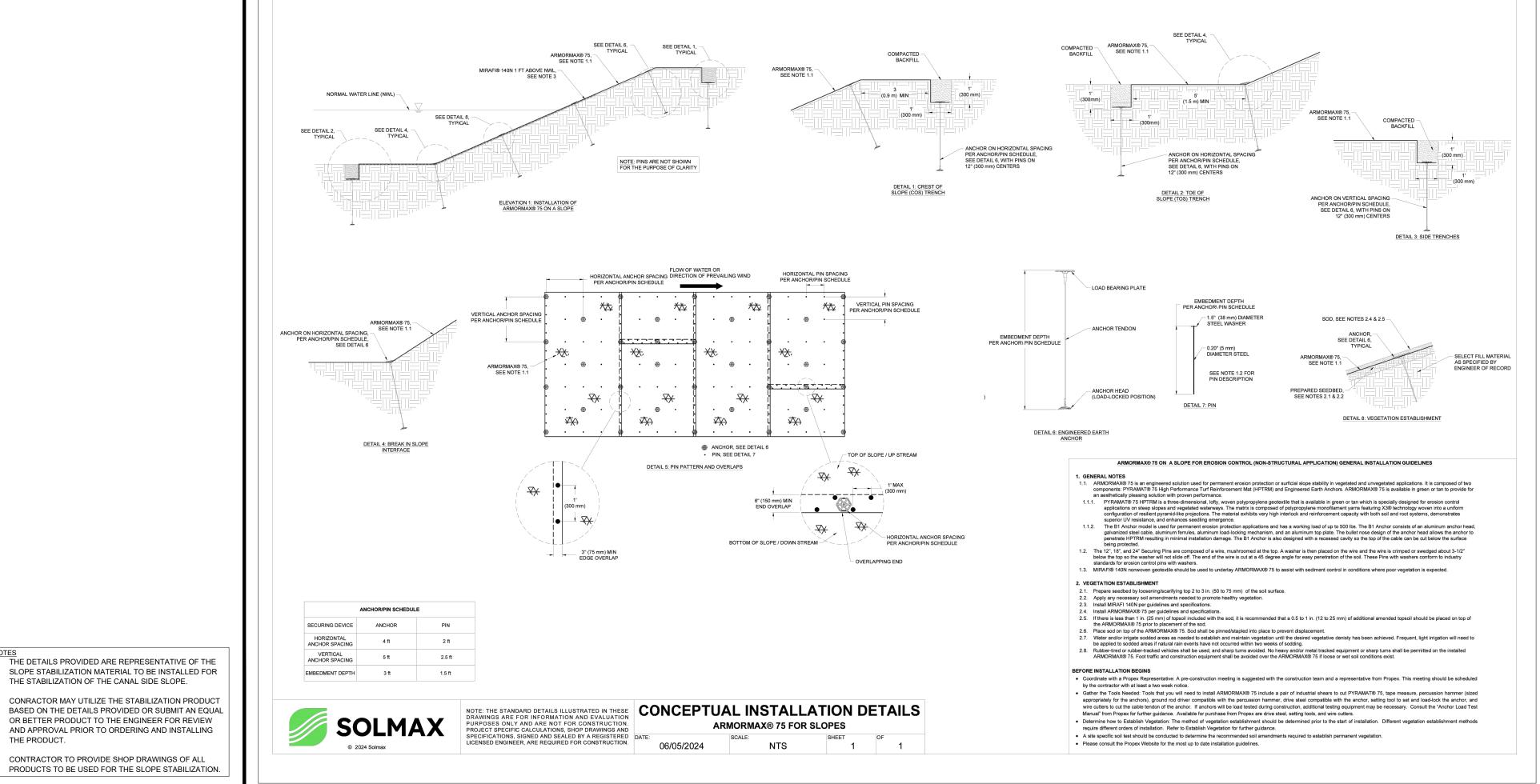
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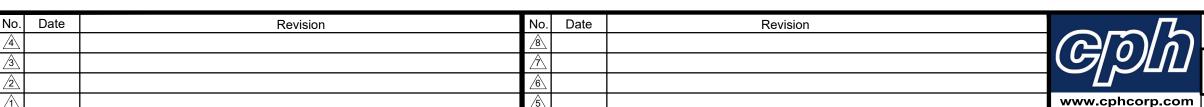
VALENCIA WATER CONTROL DISTRICT C-10 BANK RESTORATION Orange County, Florida

SITE PLAN









Communities Together 1117 East Robinson Street Orlando, FL 32801 Ph: 407.425.0452 (C) 2025

Plans Prepared By: CPH, LLC A Full Service A & E Firm State of Florida Licenses: Engineer No. 3215 Surveyor No. LB7143 Architect. No. AA26000926

THE STABILIZATION OF THE CANAL SIDE SLOPE.

THE PRODUCT.

esigned by: ACL Drawn by: | HJC Checked by: | ACL 3/6/2025 ALLEN CLAYTON LANE, JR., P.E P.E. LIC. # 60144 Job No. 6816.07

VALENCIA WATER CONTROL DISTRICT C-10 BANK RESTORATION Orange County, Florida

SLOPE STABILIZATION MAT DETAIL



#### **CERTIFICATIONS PAGE**

# VALENCIA WATER CONTROL DISTRICT C-10 CANAL BANK RESTORATION

This Project Manual is certified as follows:	

#### **Civil Engineer**

Divisions 1-2

CPH CONSULTING, LLC 1117 East Robinson Street Orland, FI 32801 Ph. 407-425-0452

Allen C. Lane, Jr., P.E., Reg. No.: 60144	
•	
Date:	

The appendices to this Project Manual may contain information prepared by other professionals, bearing the name, address, and logo of the professional. CPH Consulting, LLC is not responsible for items prepared by other professionals, and these items are not covered under the above registered professionals' signature and seal.

END OF SECTION 00005-1



#### PROJECT MANUAL INDEX

# VALENCIA WATER CONTROL DISTRICT C-10 CANAL BANK RESTORATION

#### **Bidding Requirements, Contract Forms, and Conditions of the Contract**

00001 Project Title Page	00001-1
00005 Certifications Page	00005-1
00010 Project Manual Index	00010-1 - 00010-2
00015 List of Drawings	00015-1
00100 Invitation for Bids	00100-1
00200 Instructions to Bidder	00200-1 - 00200-7
00410 Bid Form	00410-1 - 00410-3
00420 Bid Bond Form	00420-1 - 00420-2
00430 Trench Safety Statement Form	00430-1
00510 Notice of Award Form	00510-1
00520 Agreement Form	00520-1 - 00520-3
00530 Notice to Proceed Form	00530-1
00605 Performance Bond Form	00605-1 - 00605-4
00610 Payment Bond Form	00610-1 - 00610-4
00615 Material and Workmanship Bond Form	00615-1 - 00615-3
00617 Consent of Surety to Final Payment	00617-1
00620 Insurance Certification	00620-1
00625 Contractor's Application for Payment Form	00625-1 - 00625-2
00626 Certificate of Substantial Completion	00626-1 - 00626-2
00627 Certificate of Final Completion	00627-1 - 00627-2
00640 Contractor's Partial Release of Lien	00640-1 - 00640-2
00645 Contractor's Release of Lien (Final and Complete)	00645-1 - 00645-2
00646 Partial Release of Lien (Subcontractor / Supplier)	00646-1 - 00646-2
00647 Subcontractor / Supplier's Release of Lien (Final and Complete)	00647-1 - 00647-2
00700 General Conditions	00700-1
00800 Supplementary Conditions	00800-1 - 00800-26
00950 Change Order Form	00950-1 - 00950-5
<u>Division 1 - General Requirements</u>	
01070 Massurement and Doument	01270-1 - 01270-2
01270 Measurement and Payment 01310 Administrative Requirements	01310-1 - 01310-5
01315 Preconstruction Video	01315-1 - 01315-4
01313 Project Completion Schedule	01310-1 - 01310-4
01410 Regulatory Requirements	01410-1 - 01410-2
01415 Stormwater Pollution Prevention / NPDES Requirements	01415-1 - 01415-8
01413 Stoffwater Foliation Frevention / NFDES Requirements 01420 References	01410-1 - 01410-0
01425 FDOT Standards Reference	01425-1 - 01425-2
	01450-1 - 01450-3
01450 Quality Control 01520 Temporary Facilities and Controls	01520-1 - 01520-4
01550 Maintenance of Traffic	01550-1 - 01550-2
01630 Product Selection and Substitution Procedures	01630-1 - 01630-2
01750 Contract Closeout	01750-1 - 01750-2
02230 Site Preparation	02230-1 – 02230-4
	(1//3(1-1 - 1//3(1-/

02240 Dewatering – If Required	02240-1 - 02240-3
02250 Compact Control and Testing	02250-1 - 02250-5
02310 Finish Grading	02310-1-02310-2
02315 Excavation and Refill	02315-1 - 02315-7
02320 Trenching, Bedding, and Backfilling	02320-1 - 02320-8
02370 Erosion and Sedimental Control	02370-1 – 02370-3
02920 Lawns and Grasses	02920-1 - 02920-4
03100 Concrete Forms – If Required	03100-1 – 03100-3
03150 Concrete Accessories – If Required	03150-1 – 03150-3
03200 Concrete Reinforcement – If Required	03200-1 - 03200-3
03300 Cast – In – Place – Concrete – If Required	03300-1 - 03300-11

## **Division 3 – Concrete**

03100 Concrete Formwork	03100-1 – 03100-3
03150 Concrete Accessories	03150-1 – 03150-3
03200 Concrete Reinforcement	03200-1 - 03200-3
03300 Cast-In-Place Concrete	02955-3 – 02955-13

## Divisions 4-16 - N/A

#### **LIST OF DRAWINGS**

SHEET NO.	LATEST DATE	DESCRIPTION	
1	3/6/25	Cover Sheet	
2	3/6/25	General Notes	
3	3/6/25	Site Plan	
4	3/6/25	Cross Sections	
5	3/6/25	Slope Stabilization Mat Detail	

#### **END OF SECTION**



#### **INVITATION FOR BIDS**

Valencia Water Control District hereby requests **Sealed Bids** up to **2:00 PM** on **Thursday**, **May 15, 2025** for:

#### VALENCIA WATER CONTROL DISTRICT C-10 CANAL BANK RESTORATION

Bids shall be delivered to 1117 East Robinson Street, Orlando, FL 32801, by the Bid date and time indicated above.

Bids delivered after the date and time indicated above will not be opened or otherwise considered. Please note that facsimile, telegraph, email or bids not enclosed in a sealed envelope will not be opened or considered. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

There will be a <u>mandatory</u> Pre-Bid meeting held at the project location. The meeting will be held on Thursday, April 17, 2025, at 2:00 PM. There is parking on the right of way, off the edge of pavement. See plans sheets for vicinity map to site location.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Coordinator at (407) 841-5524 two full business days in advance of the meeting.

Solicitation packages including plans, specifications, terms, conditions, general instructions and bid submission documents are now available at the CPH office, 1117 East Robinson Street, Orlando, Florida 32801. The plans may be picked up between 8 AM and 5 PM. Anyone obtaining a complete set of the Solicitation Package must indicate whether he/she is a general contractor, subcontractor, manufacturer, or supplier. Only complete sets of the Solicitation Package will be distributed. Only registered holders of the Solicitation Package will receive addenda. The Solicitation Package will be saved to a USB drive and will include the plans and specifications.

Each Bid shall be accompanied by a Bid Bond for 5% of the maximum Bid amount. Each BID shall be submitted in duplicate originals in one sealed envelope with the name and address of the Bidder and the bid date and time on the outside along with the following information: "BID FOR VALENCIA WATER CONTROL DISTRICT C-10 CANAL BANK RESTORATION".

All questions regarding the project should be directed in writing to Allen C. Lane, P.E. of CPH via email: alane@cphcorp.com. Questions will not be answered after May 8, 2025.

The Owner reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s) which, in its judgment, best serves the interest of the Owner.

**END OF SECTION** 

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#### **INSTRUCTIONS TO BIDDER**

#### PART 1 GENERAL

#### 1.01 Bidding Documents

- A. Bidding Documents include the Invitation for Bids, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.
- B. Bidding Documents may be obtained in compliance with the Invitation for Bids. No partial sets of the Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner nor the Engineer will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

#### 1.02 Bidder Questions

Any Bidder who is in doubt as to the true meaning of any part of the Bidding Documents, or finds a discrepancy or omission therein, may submit to the Engineer a written request for an interpretation or correction. The person submitting the request shall be responsible for its delivery to the Engineer at least seven (7) days prior to the bid opening date. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

#### 1.03 Addenda

Addenda will be mailed or otherwise delivered to all plan holders who received a complete set of Bidding Documents from the Engineer. All Addenda issued during the time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification. It shall be the Bidder's responsibility to ensure that they have received all Addenda prior to bid. The Owner or Engineer shall not be responsible for non-receipt or untimely receipt of Addenda due to acts of the delivering agency or any other source.

#### 1.04 Examination of Documents and Inspection of Site

Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions, which could have been determined by such examinations.

#### 1.05 Bidder's Interest in More Than One Bid

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders, or from bidding as a prime contractor.

#### 1.06 Certificates and Licenses

Bidders must be properly licensed to perform the Contract Work. Proper licensing shall be as defined by Florida Statutes.

# 1.07 Public Entity Crimes - Denial or Revocation of Right to Transact Business With a Public Entity

Per Florida Statutes (FS) 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in FS 287.017 for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

#### 1.08 Florida Trench Safety Act

Bidders must comply with the Florida Trench Safety Act (FS 553.60-553.64), by completing and submitting with the sealed bid the Trench Safety Statement Form, a copy of which is included as part of these Contract Documents.

#### 1.09 Rejection of Bidders Under Litigation

The Owner reserves the right to reject the Bid of any Bidder who is behind, as determined by the Owner or Engineer, on the completion schedule for any existing contracts; who has failed to properly progress work on any construction contract with any governmental agency within the past five (5) years; who is currently under litigation with the Owner; who is in litigation with any governmental agency within the past five (5) years; who is involved in any dispute resolution procedure with any governmental agency within the past five (5) years; who has previously defaulted on a contract with any governmental agency within the past five (5) years; or who has previously failed to satisfy all requirements related to life safety including, but not limited to, the maintenance of traffic provisions on existing or previous agreements with any governmental agency within the past five (5) years.

#### 1.10 Form of Bid

A. Each Bid shall be submitted on the Bid Form included as one of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or

- manually in ink. When a Bidder submits a Bid and fills in information, which is then changed, each change must be initialed by the person signing the Bid.
- B. The Bidder must fill in all lump sum prices in the Schedule of Values. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern.
- C. No conditional Bids will be accepted. Alternate Bids will not be considered unless called for. Oral proposals or modifications will not be considered.
- D. All submitted bid packages including alternate bid items, if any, become the property of the Owner.

#### 1.11 Bid Security

- A. Provide a bid security in the form of a certified check or bid bond. Bid security shall be payable without condition to the Owner, as a guaranty that the Bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bidding Documents, and will furnish all bonds and insurance as required. If Bid Bond is provided it shall be provided using the form included in section 00420 and shall be provided by a surety company authorized to do business in the State of Florida. The amount of the Bid Security shall be as follows:
  - 1. Construction Projects where the Maximum Bid Price is \$60,000 or greater: Bid Security shall be in an amount equal to at least 5% of the Maximum Bid Price (Base Bid plus Alternates, if any).
  - 2. Construction Projects where the Maximum Bid Price is less than \$60,000: Bid Security shall be in an amount equal to at least 10% of the Maximum Bid Price (Base Bid plus Alternates, if any).
- B. If for any reason the Bidder withdraws his Bid after Bid Opening or fails to execute an Agreement or to provide the specified bonds, insurance, and insurance certification, such Bidder shall be in default. The defaulting Bidder and his surety shall pay to the Owner all costs incurred by the Owner for procuring the performance of the work required by the Bidding Documents which exceed the amount of his Bid, including engineering and legal costs, not to exceed the amount of the bid security.
- C. The Bid Security of all except the three (3) apparent lowest Bidders will be returned within 21 days after the canvass of Bids.

#### 1.12 **Submission of Bids**

A. Submit two duplicate originals of the Bid, Bid Security, and all other documents required to be submitted with the Bid. Enclose in a single sealed opaque envelope, addressed to the party receiving the Bids. Label on the outside of the envelope the Project name, project number (if applicable), and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.

- B. Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated in the Invitation for Bids or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened to the person or firm submitting the Bid.
- C. The Bidder shall assume full responsibility for timely delivery of his Bid to the designated location.

#### 1.13 Modification and Withdrawal of Bids

- A. Bids may not be modified after submittal; however, they may be withdrawn at any time prior to the Bid Opening time and date.
- B. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as addended for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or firm submitting the Bid.
- C. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified under "Submission of Bids".
- D. If a Contract is not awarded within 90 calendar days after opening of Bids, a Bidder may file a written request with the Owner for the return of his Bid.

#### 1.14 Basis of Award

- A. The Owner reserves the right to accept or reject any or all bids in whole or in part with or without cause, to waive technicalities, or to accept the bid(s) which, in its judgment, best serves the interest of the Owner.
- B. Except in cases where the Owner exercises the right to reject all Bids, the Contract will be awarded by the Owner, as soon as practicable after Opening of Bids, to the responsive, responsible Bidder who has submitted the lower individual or combination Bid.
- C. The lowest Bid will be determined by comparison of the "Lump Sum Price" stipulated on the Bid Form, plus any combination of Additive or Deductive Alternate Bid Items of the Owner's choosing. If the stated "Lump Sum Price" conflicts with the sum of the Total Prices on the Schedule of Values, then the sum of the Total Prices on the Schedule of Values prevails.

#### 1.15 Responsiveness Requirements

- A. All Bidders are required to be responsive. Failure to meet any of the responsiveness requirements set forth herein may result in the Bidder being judged non-responsive. Bids from non-responsive bidders may be accepted or rejected at the discretion of the Owner.
- B. To be judged responsive, the Bidder shall submit the following:
  - 1. Bid Form with all of the following properly completed:

- a) Name, address, and telephone number of Bidder.
- b) Acknowledgment of receipt of all Addenda.
- c) Bid Amount, including completed Schedule of Values and prices for all items.
- d) The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. Signatures and dates required. A bid submitted by a partnership shall be signed in the name of the firm by one or more of the partners.
- 2. Bid Security complying with the requirements of the Bidding Documents. Include notarized power of attorney, if required.
- 3. Florida Trench Safety Act Statement.
- C. If the Invitation to Bids requires attendance at a mandatory Pre-Bid meeting, then Bids submitted from Bidders who do not attend the mandatory Pre-Bid meeting will be judged non-responsive; unless providentially hindered as to such required attendance due to provable circumstances beyond the control of the Bidder whereupon mandatory attendance may be waived at the sole discretion of the Owner.

#### 1.16 Responsibility Requirements

- A. All Bidders are required to be responsible. Failure to meet any of the responsibility requirements set forth herein may result in the Bidder being judged non-responsible. Bids from non-responsible bidders may be accepted or rejected at the discretion of the Owner.
- B. To be judged responsible; the Bidder shall meet the following standards:
  - 1. The Bidder shall be properly licensed and shall have a satisfactory record of integrity, judgment, and performance as a corporation (including its shareholders and officers), partnership, or as a sole proprietorship, including in particular, any prior performance upon contracts from the State and the Owner.
  - 2. The Bidder shall have at least three (3) years of experience as a prime contractor.
  - 3. The Bidder shall have performed as a prime contractor on at least three (3) projects of similar type and size as the proposed contract work.
  - 4. The Bidder shall be able to comply with the required completion schedule for the project.
  - 5. The Bidder shall have adequate financial resources to perform the work, and shall have an adequate financial management system and audit procedure which provides efficient and effective accountability and control of all property, funds, and assets. The Bidder shall be able to demonstrate this in accordance with the requirements of paragraph 1.17.A.3 below.

#### 1.17 Bidder Evaluation Submittal Requirements

- A. Within 7 calendar days after being notified of being the apparent lowest, responsive Bidder, the Bidder shall submit the following information to the Owner and Engineer for evaluation to determine compliance with the responsibility requirements. The following information may also be required to be submitted by the second and third low bidders within 7 calendar days, if notified by the Owner or Engineer.
  - 1. Provide a statement of the Bidder's organization, including resumes of key personnel, especially those personnel proposed for work on this Project.
  - 2. Provide a summary of the Bidder's construction experience as a prime contractor. Provide a list of current and past construction projects of the Bidder, and include the following information:
    - a. Name of Project
    - b. Name of Owner
    - c. Name of Party that executed construction contract with Bidder (if not Owner)
    - d. Construction Contract Amount
    - e. Date construction started and was completed
    - f. Description of construction including major construction items and quantities
    - g. Name of references relating to the project. Provide contact's name, organization, address, and phone no.
  - 3. Provide financial information in accordance with the following:
    - a. For projects where the total base bid is \$600,000.00 or less, provide a current Compilation Statement of the Bidder, prepared by a Certified Public Accountant (CPA).
    - b. For projects where the total base bid is \$600,000.01 up to \$10,000,000.00, provide a current Percentage of Completion Review of the Bidder, prepared by a CPA.
    - c. For projects where the total base bid is \$10,000,000.01 or higher, provide a current audited financial statement of the Bidder, prepared by a CPA, including a certification that the financial status of the company has not materially changed since the audit.
    - d. The financial information shall reflect the most current fiscal year, and in no case no more than 16 months old.
  - 4. Provide a list of equipment and quantities currently owned or under lease to the Bidder and available for the work.
  - 5. Provide a list of all sub-contractors to be utilized by the Bidder for the contract work.
  - 6. Submit copies of all construction licenses.
  - 7. Provide a statement indicating whether or not the Bidder is or has been under litigation or dispute resolution procedure with any governmental agency within the past 5 years, as provided by Article 1.09 of these Instructions to Bidders.
- B. The Owner reserves the right to waive submittal of any or all of the above informational requirements of the Bidder.

#### 1.18 Award of Contract

If the contract is to be awarded, the Owner or its agent will deliver to the successful low bidder a Notice of Award and Agreement form within ninety (90) days after the day of the bid opening. The successful low bidder shall sign and return the Agreement and required bonds and insurance within fourteen (14) days of receipt of the Notice of Award.

#### 1.19 Bonds and Insurance

- A. Upon award of the contract, the Bidder, simultaneously with the execution of the Agreement, shall furnish certificates of insurance, insurance certification, performance bond, and payment bond. The forms of the bonds and insurance certification, including bonding amounts and duration and insurance coverage required are included in the Bidding Documents.
- B. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of the County where the improvement is located in accordance with FS 255.05.

#### 1.20 Waiver

Each Bidder agrees to waive any claims it has or may have against the Owner, Engineer, and their respective officers, employees, agents, designees, successors, legal representatives or assigns, arising out of or in connection with the administration, evaluation, recommendation, rejection or award of any bid.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

**END OF SECTION** 

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#### **BID FORM**

#### **PART 1 GENERAL**

## 1.01 Description

5.

here	eby mad	de to <u>(2</u>	2) Valencia Wa		trict_, hereafte	C-10 Canal Bank Rer called the Owner.	
(2) Own	er		wn in the Invitation f				
1.02	The U	Inders	igned:				
	A.	Ackn	owledges rece	ipt of:			
		1.	Project Man	ual and Drawin	gs identified w	vithin the Project Ma	anual.
		2.	Addenda:	Number Number Number Number		Dated Dated Dated	
	B.		nitting his Bid, I			ts and understands by misunderstanding	
	C.	Agre	es:				
		1.	To hold this	Bid open for 90	) calendar day	s after the bid oper	ning date.
		2.		ne provisions of of Bid Security.	the Instruction	ns to Bidders regar	ding
		3.	basis of this	Bid, and to furr	nish a Perform	the Owner, if awar nance Bond and a L th the Instructions t	abor and
		4.	To accompli	sh the work in a	accordance wi	ith the Contract Dod	cuments.

To begin work not later than 10 days after the issuance of a Notice to Proceed, unless otherwise provided, and substantially complete the work

within <u>180</u> calendar days of the date of the Notice to Proceed. Final completion shall be 30 days thereafter.

6. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

#### 1.03 Lump Sum Price

The undersigned will construct this project for the Base Bid Lump Sum Price of \$							
	Dollars						
Provided as number value \$	<u>.</u>						

#### 1.04 Schedule of Values

The Bidder herby indicates the following total units and total prices which represent all mobilization/demobilization, all required materials, labor, equipment, performance of all operations relative to construction of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits. Work for which there is not a listed item below shall be considered incidental to the Contract and shall be covered under the lump sum total price indicated in 1.03 above, and no additional compensation will be allowed.

ITEM	UNIT	QUANTITY	TOTAL PRICE			
Valencia Water Control District / C-10 Canal Bank Restoration						
1. Mobilization,	LS	1				
Demobilization, Bonds (10%						
of total bid)						
Preconstruction Video	LS	1				
3. Site Layout and Survey	LS	1				
4. Traffic Control	LS	1				
5. Record Drawings	LS	1				
6. Erosion Protection	LS	1				
Measures (silt fence,						
floating turbidity, barrier)						
7. Clearing, Grubbing	SY	559				
8. Tree Removal	LS	1				
9. Remove, replace existing	LF	80				
Sidewalk (4 inch thick)						
10. Trench Box	LS	1				
11. Grade	CY	1678				
12. Soil Reinforcement	SY	559				
Material						
13. Sodding	SY	559				

Total Lump Sum Price	\$

#### Notes

Item 6 is estimated silt fence required. Unit cost will be applied if additional fencing is Item 8 is estimated tree to be removed. Unit cost will be applied for additional trees to be removed.

Item 10 is for the use of trench boxes to be placed in the canal for both maintaining the flow of the canal through the work area and to be used to assist in retaining the back fill during the bank restoration work. Should the contractor prefer different option to attain the same objective listed, please submit to the engineer for review

Item 13 is estimated sodding required. Unit cost will be applied is additional sodding is

#### 1.05 **Miscellaneous Requirements and Affirmations**

- A. Proposals (Bids) must be on the Bid Form.
- B. I have attached the required Bid Security to this Bid.

C. I have attached the required Statement in c			required Statement in conn	ection with the Trench Safety Act
1.06	RESI	PECTFULLY SUBMIT	s day of	
Contr	actor			
By (S	ignatur	e)	Date	
Printe	ed Nam	e and Title		
Busin	ess Ad	dress		(CORPORATE SEAL)
City		State	Zip Code	(OOKI OKATE SEAL)
Telep	hone N	lo.	Facsimile No.	
E-Ma	il Addre	ess		
ATTE	ST:			
By (S	ignatur	e)	Date	
Printe	ed Nam	e and Title	_	

**END OF SECTION** 

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#### **BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT, tha	at we, the undersigned, (1)
·	ncipal, and (2)
	rety, are hereby and firmly bound unto (3)
	ner, in the penal sum of (4)
	) for the payment of which,
well and truly to be made, we hereby jointly administrators, successors, and assigns.	and severally bind ourselves, our heirs, executors,
<u> </u>	that whereas the Principal has submitted to (3) a certain Bid for (5)
	, attached hereto and hereby made
a part hereof.	<u> </u>
<ol> <li>Bidder</li> <li>Surety</li> <li>Owner</li> <li>Amount of Bond as Required in the Instructions to Bidde</li> <li>Name of Project as Shown in Invitation for Bids</li> </ol>	rs

#### NOW, THEREFORE,

- A. If said Bidder shall be in rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement (properly completed in accordance with the Bidding Documents), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby give waive notice of any such extension.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

Signed and sealed this day of	
ATTEST:	Principal
By (Principal Officer)	By (Signature of Officer)
Typed Name and Title	Typed Name and Title
(CORPORATE SEAL)	Address
	City, State, Zip
	Surety
Ву	By: Attorney-in-Fact
Typed Name and Title	Typed Name and Title
(SEAL)	Address
	City, State, Zip
	Telephone No. Facsimile No.

**END OF SECTION** 

#### TRENCH SAFETY STATEMENT FORM

Bidder acknowledges that included in the various items of the proposal contained on the Bid Form are costs for complying with the Florida Trench Safety Act (FS 553.60-553.64). The Bidder further identifies the cost of compliance with the applicable trench safety standards for the project as follows (Bidder to attach additional sheets as necessary to identify all costs):

	Trench Safety Measure (Description)	Units of Measure (LF, SF, SY)	Unit Quantity	Unit Cost	Extended Cost
Α					
В					
С					
D					
Е					
F					
TOTAL				\$	

The total cost shown herein is already included in the various items on the Bid Form and is not additional to the pricing shown on the Bid Form.

Bidder, by signature below, assures that the contractor performing trench excavating will comply

with the applicable Trench Safety Stand	dards.		
Submitted, signed and sealed this	day of	,	<u> </u> .
Bidder			
Signature			
Printed Name and Title			
ATTEST:			

Signature

**END OF SECTION** 

Date

(SEAL)

00430-1



#### **NOTICE OF AWARD FORM**

TO:		
NAME OF PROJECT	: Valencia Water Control District, C-10 Canal Bank Restoration	1
The OWNER has con above described WOI	sidered the BID submitted by you, dated for the RK in response to the Invitation for Bids and Information for Bidders.	ıe
You are hereby notifies	ed that your BID has been accepted for BID items in the amount of	
required CONTRACT within fourteen (14) can Agreement and to fur receipt of this Notice, OWNER's acceptance	the Instructions to Bidder to execute the Agreement and furnish the OR's Performance Bond, Payment Bond, and certificates of insurance alendar days from the date of this Notice to you. If you fail to execute sa mish said Bonds and insurance within fourteen (14) calendar days from said OWNER will be entitled to consider all your rights arising out of the of your BID as abandoned and as a forfeiture of your BID BOND. The dot to such other rights as may be granted by law.	id m
You are required to re	turn an acknowledged copy of this NOTICE OF AWARD to the OWNER.	
Dated this	_ day of	
OWNER:	(Name of OWNER)	
	By (Signature)	
	(Printed Name and Title)	
ACCEPTANCE OF N	<u>OTICE</u>	
Receipt and acceptan	ce of the above NOTICE OF AWARD is hereby acknowledged by,	_
	Ву	
	Printed Name and Title	

END OF SECTION 00510-1

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#### AGREEMENT FORM

#### PART 1 GENERAL

1.01	THIS AGREEMENT, made	this day of	,
	, by and between _	Valencia Water Control District	, hereinafter called
	the Owner, and	, w	hose principal and local
	address is	·	, hereinafter
	called the Contractor.		

### 1.02 The Owner and Contractor Agree as follows:

#### A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

### B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the <u>Valencia Water Control District C-10 CANAL BANK RESTORATION</u> project.

#### C. Contract Time

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is <u>90</u> calendar days. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 30 calendar days from the actual date of substantial completion.

### D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not

as a penalty) CONTRACTOR shall pay OWNER  $\frac{\$ 500.00}{1}$  for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth ( $\frac{1}{4}$ ) of the rate set forth above.

#### E. Contract Price

**Lump Sum Contract** 

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order, the Total Contract Price of \_\_\_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_\_). Payments will be made to the Contractor based on the Lump Sum Bid amount, the Schedule of Values included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein, and subject to completion of the work, in accordance with the Contract Documents.

### F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions.

### G. Retainage

In accordance with the provisions of the State of Florida Local Government Prompt Payment Act, the value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 10%, to be held by Owner as collateral security to ensure completion of Work. When the Work is 50 percent complete, defined as being 50 percent complete based on the construction progress schedule as updated during construction, and expenditure of at least 50 percent of the total updated construction cost, retainage shall be reduced in accordance with State law.

#### H. Engineer

The Project has been designed by CPH Consulting, LLC, referred to in the documents as the Engineer, whose authority during the progress of construction is defined in the General Conditions and Supplementary Conditions.

<b>IN WITNESS WHEREOF</b> , the parties herete first above written.	o have executed this Agreement the day and year
CONTRACTOR:	
Name of Firm	
By (Signature)	(SEAL)
Printed Name and Title	
ATTEST:	
By (Signature)	
Printed Name and Title	
OWNER:	
Name of Owner	
By (Signature)	(SEAL)
Printed Name and Title	
ATTEST:	
By (Signature)	
Printed Name and Title	



# **NOTICE TO PROCEED FORM**

TO:	
DATE:	
PROJECT:	Valencia Water Control District / C-10 Canal Bank Restoration.
and, in accordance calendar days of t	fied to commence WORK in accordance with the Agreement dated This Notice authorizes the CONTRACTOR to commence construction, with the Agreement, all work shall be substantially complete within he date of this Notice to Proceed. Therefore, the date of substantial The date of Final completion is
ISSUED BY:	(Name of OWNER)
	By (Signature)
	(Printed Name and Title)
ACCEPTANCE OF	NOTICE
	ance of the above NOTICE TO PROCEED is hereby acknowledged by this day of
	Ву
	Printed Name and Title



## PERFORMANCE BOND

# KNOW ALL MEN BY THESE PRESENTS: that

(Name o	of CONTRACTOR)
(Address of CONTRACTOR)	(Phone No. of CONTRACTOR)
a	, hereinafter called
(Corporation, Partnership or In	dividual)
CONTRACTOR,	
and	(OUDET)
(Name o	of SURETY)
(Address of SURETY)	(Phone No. of SURETY)
hereinafter called SURETY, are held and firm	lly bound unto:
, the OWNER, v	whose address is
payment of which sum well and truly to be rourselves, successors, and assigns, jointly a shall not be less than one hundred percent (1  THE CONDITION OF THIS OBLIGATION is into a certain Agreement (including all assorthe Agreement may be amended from time-to-any event, is maintained in the records of the	in lawful money of the United States, for the made, we, the CONTRACTOR and SURETY, bind and severally, firmly by these presents. The sum 00%) of the Contract Price.  s such that whereas, the CONTRACTOR entered ciated contract documents relating thereto and as o-time) with the OWNER, dated the day of a copy of which may be hereto attached, but, in the OWNER, said Agreement being hereby made a ly set forth herein verbatim, said Agreement being
(Name of Project)	(Contract No.)
The Project is briefly described as:	

The Project is located (address or general location as shown below): Valencia Water Control District / C-10 Canal Bank Restoration

This Bond is being entered into to, at a minimum, satisfy the requirements of Section 255.05, *Florida Statutes*, and to satisfy the terms and conditions the Agreement.

The SURETY shall be bound by any and all alternative dispute resolution awards and settlements to the same extent as CONTRACTOR is bound.

**NOW, THEREFORE**, the condition of this obligation is such that if CONTRACTOR:

- Promptly and faithfully performs all of its duties and responsibilities as well as all
  of the covenants, terms, conditions, and agreements of said Agreement in its
  totality, in the time and manner prescribed in the Agreement to the satisfaction of
  the OWNER, and
- 2. Pays OWNER all such sums as will be sufficient to satisfy all losses, damages, delay damages (liquidated or actual), expenses, costs and attorneys' fees (including, but not limited to, costs and attorney's fees on appeal that OWNER sustains resulting directly or indirectly from any breach or default by CONTRACTOR under the Agreement), and
- 3. Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the OWNER from all costs and damages which it may suffer by reason or failure to do so, then this Bond is able to be voided upon demand of the SURETY; otherwise it shall remain in full force and effect.

The coverage of this Bond is co-equal with each and every obligation of the CONTRACTOR under the Agreement.

In the event that the CONTRACTOR fails to perform any of the terms, covenants or conditions of the Agreement before this Bond is released by the OWNER, the SURETY shall remain liable to the OWNER for all such loss or damage.

The SURETY shall also indemnify and hold the OWNER harmless from any and all loss, damage, cost and expenses enumerated herein with respect to the CONTRACTOR, resulting directly or indirectly from the SURETY's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Bond.

The SURETY stipulates and agrees that its obligation under this Bond is to perform the CONTRACTOR's work under the Agreement. The following shall not be considered performance under any circumstance or in any context: (i) SURETY's financing of the CONTRACTOR under the Bond to keep CONTRACTOR from defaulting under the Agreement, or (ii) SURETY's offers to OWNER to buy back the Bond. SURETY's election to do nothing under the Bond shall be construed as a material breach of the Bond and bad faith by the SURETY. The SURETY agrees that its obligation under the Bond is to: (i) fully take over performance of the CONTRACTOR's work under the Agreement in a plenary manner and be the completing surety even if performance of the CONTRACTOR's work exceeds the CONTRACTOR's contract price under the Agreement, or (ii) re-bid and re-let the CONTRACTOR's work to a completing contractor with SURETY remaining liable for the

completing contractor's performance of the CONTRACTOR's work and furnishing adequate and full funds to complete the work in the required plenary manner. The SURETY acknowledges that its cost of completion upon default by the CONTRACTOR may exceed the contract price set forth in the Agreement. In any event, the CONTRACTOR I's Contract Time is of the essence and applicable delay damages are not waived by OWNER.

The SURETY, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon OWNER's pursuit of its remedies against CONTRACTOR, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by OWNER and CONTRACTOR without the SURETY's knowledge or consent (ii) waivers of compliance with or nay default under the Agreement granted by OWNER to CONTRACTOR without the SURETY's knowledge or consent, or (iii) the discharge of CONTRACTOR from its obligations under the Agreement as a result of any proceeding initiated under the bankruptcy laws of the United States of America, as the same may be amended, or any similar State or Federal law, or any limitation of the liability or CONTRACTOR or its estate as a result of any such proceeding.

Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect SURETY's obligations under this Bond and SURETY hereby waives notice of any such changes. Further, CONTRACTOR and SURETY acknowledge that the Sum of this Bond shall increase or decrease in accordance with change orders (unilateral and bilateral) or other modifications to the Agreement. The CONTRACTOR may have obligations to the SURETY, but the failure of the CONTRACTOR to perform, comply with or accomplish any such obligation, in whole or part, shall not, in any way or to any extent, limit or interfere with the rights and benefits of the OWNER under this Bond.

This Bond and any other bond, or similar document, and the covered amounts of each, are separate and distinct from each other and the OWNER shall be entitled to the totality of rights and benefits from all such documents.

This Bond is intended to comply, at a minimum, with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide common law rights more expansive than as required by statute; provided, however, that the OWNER shall be entitled to all such common law rights notwithstanding the language used herein. The SURETY agrees that this Bond shall be construed as a common law bond when such construction will benefit the OWNER. The undersigned signatories represent to the OWNER that they are authorized, permitted and empowered to execute this document and bind the entity or person for which they are executing this document and recognize that the OWNER is relying, to its detriment, upon the signature set forth below and the representations, promises, covenants, guarantees and assurances made herein.

IN WITNESS WHEREOF, this instrument is ex	ecuted this the day of
·	
ATTEST:	CONTRACTOR Signatory Authority
CONTRACTOR Attesting Authority	CONTRACTOR Signatory Authority

Typed Name	_	Typed Name and 1	Title
(CORPORATE SEAL)		Address	
(Witness to CONTRACTOR)	_	City, State, Zip	
Typed Name	_	Telephone No.	Facsimile No.
ATTEST:		SURETY	
(SURETY) Secretary	-	SURETY	
Typed Name	_	Telephone No.	Facsimile No.
(CORPORATE SEAL)			
Witness as to SURETY	_	By: Attorney-in-Fact	
Typed Name	_	Typed Name	
Witness as to SURETY	_	Address	
Typed Name	_	City, State, Zip	
		Telephone No.	Facsimile No.

**NOTE:** Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is partnership, all partners shall execute the Bond. The SURETY's obligations run as to all such parties.

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by OWNER.

**ATTACH** a certified Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bond on behalf of SURETY.

### **PAYMENT BOND**

### **KNOW ALL MEN BY THESE PRESENTS:** that

(Name of CONTRACTOR)		
(Address of CONTRACTOR)	(Phone No. of CONTRACTOR)	
a(Corporation, Partnership or Ir	, hereinafter called	
CONTRACTOR	idividual)	
, and		
(Name	of SURETY)	
(Address of SURETY)	(Phone No. of SURETY)	
hereinafter called Surety, are held and firmly	bound unto:	
, the OWNER,	whose address is	
payment of which sum well and truly to be n jointly and severally, firmly by these preser percent (100%) of the Contract Price.  THE CONDITION OF THIS OBLIGATION i into a certain Agreement (including all asso	in lawful money of the United States, for the nade, we bind ourselves, successors, and assigns, its. The sum shall not be less than one hundred as such that whereas, the CONTRACTOR entered ociated contract documents relating thereto and as	
the Agreement may be amended from time-to-	o-time) with the OWNER, dated the day of a copy of which may be hereto attached, but, in	
	ne OWNER, said Agreement being hereby made a lly set forth herein verbatim, said Agreement being	
Valencia Water Control District C-10 Canal B (Name of Project)	Sank Restoration (Contract No.)	
The Project is briefly described as:		

,

Installation of backfill material and slope stabilization material as necessary to reconstruct the side slope of the canal bank. All disturbed areas will be sodded.

The Project is located (address or general location as shown below):

## Valencia Water Control District / C-10 Canal Bank Restoration

The SURETY shall be bound by any and all alternative dispute resolution awards and settlements to the same extent as CONTRACTOR is bound.

NOW, THEREFORE, the condition of this obligation is such that if CONTRACTOR shall promptly make payments to all claimants as defined in Sections 255.05 and 713.01, *Florida Statutes*, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

- 4. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, *Florida Statutes*, as amended as well as for other intents and purposes for the benefit of the OWNER.
- 5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 713.23 and 713.18, *Florida Statutes*.
- 6. Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, before commencing to furnish labor, materials, or supplies for the prosecution of the work, or not later than 45 days after commencing to furnish labor, materials, or supplies for the prosecution of the work, furnish the CONTRACTOR with a notice that he or she intends to look to this Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his or her labor, materials, or supplies shall deliver to the CONTRACTOR and to the SURETY written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter but not before 45 days after the first furnishing of labor, services, or materials, and not later than 90 days after the final furnishing of the labor, services, or materials by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. Claimant shall deliver to the CONTRACTOR and to the SURETY written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the CONTRACTOR or the SURETY on the bond after one year from the performance of the labor or completion of the delivery of the materials or supplies.
- 7. The SURETY, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon OWNER's pursuit of its remedies against CONTRACTOR, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by OWNER and CONTRACTOR without the SURETY's knowledge or consent (ii) waivers of compliance with or nay default

under the Agreement granted by OWNER to CONTRACTOR without the SURETY's knowledge or consent, or (iii) the discharge of CONTRACTOR from its obligations under the Agreement as a result of any proceeding initiated under the bankruptcy laws of the United States of America, as the same may be amended, or any similar State or Federal law, or any limitation of the liability or CONTRACTOR or its estate as a result of any such proceeding.

- 8. Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect SURETY's obligations under this Bond and SURETY hereby waives notice of any such changes. Further, CONTRACTOR and SURETY acknowledge that the Sum of this Bond shall increase or decrease in accordance with change orders (unilateral and bilateral) or other modifications to the Agreement. The CONTRACTOR may have obligations to the SURETY, but the failure of the CONTRACTOR to perform, comply with or accomplish any such obligation, in whole or part, shall not, in any way or to any extent, limit or interfere with the rights and benefits of the OWNER under this Bond.
- 9. This Bond and any other bond, or similar document, and the covered amounts of each, are separate and distinct from each other and the OWNER shall be entitled to the totality of rights and benefits from all such documents.

IN WITNESS WHEREOF, this instrument is ex	ecuted this the day of
 ATTEST:	CONTRACTOR Signatory Authority
CONTRACTOR Attesting Authority	CONTRACTOR Signatory Authority
Typed Name	Typed Name and Title
(CORPORATE SEAL)	Address
(Witness to CONTRACTOR)	City, State, Zip
Typed Name	Telephone No. Facsimile No.
ATTEST:	SURETY
(SURETY) Secretary	SURETY
Typed Name	Telephone No. Facsimile No.

(CORPORATE SEAL)	
Witness as to SURETY	By: Attorney-in-Fact
Typed Name	Typed Name
Witness as to SURETY	Address
Typed Name	City, State, Zip
	Telephone No. Facsimile No.

**NOTE:** Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is partnership, all partners shall execute the Bond. The SURETY's obligations run as to all such parties.

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by OWNER.

**ATTACH** a certified Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bond on behalf of SURETY.

### MATERIAL AND WORKMANSHIP BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, hereinafter re	hereinafter referred to as "Contractor" and _ ferred to as "Surety" are held and firmly
bound unto, the sum of ten percent (10%) of the Contract Price a The Final Contract Price is \$,	hereinafter referred to as the OWNER in s adjusted under the Contract Documents. therefore Contractor and Surety are held
and firmly bound unto OWNER the sum of(\$	n we bind ourselves, heirs, executors,
WHEREAS, Contractor has constructed certain and other appurtenances in that certain , and	
	e made pursuant to an Agreement dated and filed with the Purchasing Office of
OWNER; and	
WHEREAS, the Contractor warrants and gual materials, equipment and services furnished and p workmanlike manner and is of the highest quality, free	performed has been done in a good and
WHEREAS, Contractor is obligated to protect from faulty Materials or Workmanship of said improve for a period of two (2) years from the date of Final C which is	ements and to maintain said improvements
NOW THEREFORE, the conditions of this promptly and faithfully protect the OWNER against and Workmanship of the aforesaid improvements an of two (2) years from the date of Final completion, otherwise it shall remain in full force and effect.	any Defects resulting from faulty Materials d maintain said improvements for a period

The OWNER shall notify the Contractor in writing of any Defect for which the Contractor is responsible and shall specify in said notice a reasonable period of time within which Contractor shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Contractor fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from OWNER, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to correct said Defects, the OWNER, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies

against the Contractor and Surety and either, both at law and in equity, including specifically, specific performance to which the Contractor and Surety unconditionally agree.

The Contractor and Surety further jointly and severally agree that the OWNER at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Contractor shall fail or refuse to do so, and in the event the OWNER should exercise and give effect to such right, the Contractor and the Surety shall jointly and severally hereunder reimburse the OWNER the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which may be sustained on account of the failure of the Contractor to correct said defects.

IN WITNESS WHEREOF, this instrument	is executed this the day of
··	CONTRACTOR Signatory Authority
ATTEST:	Contractor Signatory Authority
Secretary (Contractor)	By (Signature)
Typed Name	Typed Name and Title
(CORPORATE SEAL)	Address
	City, State, Zip
(Witness to Contractor)	Telephone No. Facsimile No.
Typed Name	
ATTEST:	
(Surety) Secretary	Surety
Typed Name	Telephone No. Facsimile No.
(CORPORATE SEAL)	
	Ву:
Witness as to Surety	Attorney-in-Fact

Typed Name	Typed Name
Witness as to Surety	Address
Typed Name	City, State, Zip
	Telephone No. Facsimile No.

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by OWNER.

ATTACH a certified Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.



# **CONSENT OF SURETY TO FINAL PAYMENT**

We, the				, having	heretofore
executed Per	ormance and Payment Bo	onds for the Pro	oject known as		
	that the OWNER may	, in the an	nount of <u>\$</u>		*
retained perc	that the OWNER may entage, to said CONTRADE is appropriate and the	ACTOR. The	Surety concurs t	that full paym	nent to the
	ng from full payment to C				
	e OWNER to make payn				
	hall in no way relieve this				
	ecifications, contract and				
* = Dollar Value of	Issued Performance and Payment	Bonds			
IN WITNESS	WHEREOF, thestrument to be executed o	* 1 1 161			has
caused this in	strument to be executed of	on its behalf by	its		
	and no dary ad	monzoa amoni	cy iii iaot, aiia i	to ourporate	ocai to be
nereunio ailix	ed, all on this da	ay 01			·
Surety		Att	torney-in-Fact		
(Powe	r of Attorney must be atta	ched if execute	d by Attorney in F	-act)	
STATE OF					
COUNTY OF					
The foregoing	instrument was acknowled	edged before m	e this	day of	
	, b	У			of
		(corporat	ion), on behalf of	the corporati	ion, who is
personally kn	own to me or has produce	<del></del>			(Type
or identification	n) as identification and wl	no ala (ala not)	take an oath.		
Sworn to and	subscribed to before me	this da	ay of	,	
	(Signature)				
	(Print name) Notary Pub	lic in and for the	County and Sta	ta Aforementi:	nned
	(i illit ilallie) Notaly Pub	יייט ווו מווע וטו נווני	Journey and Star	IC VIOLEHIEHIII	Jileu
	My Commission Expires	•			



## **INSURANCE CERTIFICATION**

Name of Project:	Valencia Water Contro	District / C-10 C	anai Bank R	<u>estoration</u>
Owner:	Valencia Water Contro 10365 Orangewood Bl Orlando, FL 32821			
Engineer:	CPH Consulting, LLC 1117 E Robinson Stree Orlando, Florida 32801 Ph. 407-425-0452 Allen C. Lane, P.E.			
THIS IS TO CERTIFY that Insurance have been issued requirements as set forth in t	d by the below stated c	ompany in confor	mance with	the limits and
The insurance company here	eby waives its rights of s	subrogation agains	st the addition	onal insured.
Named Insured				
Insurance Company				
Address	City	State	Zip	
Ву:				
Signature of Authoriz	ed Representative			
Printed or Typed Name of Au	uthorized Representative	e (Attach Acknow	ledgment)	

**END OF SECTION** 

(Make additional copies of this form if more than one insurance company provides contract required insurance).

00620-1



# **APPLICATION FOR PAYMENT**

Proje	ct Name:	Valencia Water Control Distric	ct / C-10 Car	nal Bank Restoration
Bid N	o.:			
Contr	actor:			
Paym	ent Request No.:			
Perio	d Ending Date:			
<u>STAT</u>	EMENT OF WORK			
1.	Original Contract	Price		
2.	Net Change Orde			
3.	Current Contract			
4.	Total Completed	and Stored to Date		
5.	Amount Retained			
6.	Total Earned Les	s Retainage (Line 4 Minus Line	e 5)	
7.	Previous Paymer	nts Approved		
8.		Payment (Line 6 Minus Line 7		
9.	Balance to Finish	, Less Retainage (Line 3 Minus	Line 4)	
CONT	RACTOR'S AFFID	AVIT		
Agree obliga Paym inclus or co intere Contra Mater and (4)	ess payments receivement referred to a tions of the Contractent under said A ive; and, (2) all mate vered by this Appliests and encumbrant actor to pay in full ialmen and Equipm 4) all information preserved.	ctor hereby swears under perived from the Owner on action bove have been applied by ctor incurred in connection with greement, being Applications erials and equipment incorporation for Payment are free aces; (3) all previous progress (less retainage) all amounts ent Suppliers reflected (and list ovided on the Subcontractor are the strue and correct.	tcount of W the Contract of Work cove of for Paymeted in said P and clear of opayments owed to its ted) in prior	fork performed under the tor to discharge in full all red by prior Application for ent numbered 1 through roject or otherwise listed in all liens, claims, security have been applied by the Subcontractors, Suppliers, Applications for Payments;
CONT	RACTOR:		(S	EAL)
Ву	(Signature of Auth	orized Representative)	Da	ate
Printe	d Name and Title			

CC	OUNTY OF				
ST	ATE OF FLORIDA				
Ве	fore me on this d	ay of		_,	, appeared
	fore me on this d	, who is pe	ersona	ally known to m	e, or has produced
ا، ام	hi airiana did danasa aradasa	as identification an	d who	o did (did not) tak	e an oath who, being
au	ly sworn did depose and sa the Contractor above-men	y that ne/sne is the _	01/00/	stad the chave An	unlication for Doumont
oi an	d statement on behalf of sa	ud Contractor: and the	exect	of the statements	contained therein are
	e, correct and complete.	na Contractor, and tr	iat an	or the statements	contained therein are
	o, complete and complete.				
	(Notary	Public in and for the	Cour	ity and State Afore	ementioned)
٥L	My com	mission syniros			
SE	AL My com	mission expires:			
РΑ	YMENT OF THE AMOUNT	REQUESTED ABO	VE IS	RECOMMENDE	D FOR APPROVAL:
		40_0.			
	-			-	
	Ву			Date	
	D			Data	
	Ву			Date	
SU	IBCONTRACTOR AND SU	PPI IFR I ISTING			
	DOONTINATION AND GO	TT EIER EIGTHAG			
Th	e following is a list of Subo	contractors, Suppliers	s, Mat	terialmen and Equ	ipment Suppliers who
	ve performed Work or p				
	presented by this Application		ount (	of the work applied	d for (add to the table
as	necessary to provide a con	nplete list).			
N	AME	ADDRESS			AMOUNT
- 14	AWIL	ADDICESS			AMOUNT
KE	QUIRED ATTACHMENTS				
Mο	nthly Application For Payment		Fin	al Application For Pa	avment:
1.	Updated Project Schedule	<u> -</u>	1.	Contractor's Relea	ase of Lien (Final and Complet
2.	Contractor's Partial Release	of Lien	2.		contractor/Vendor's Waivers o
				Lien (Final and Co	omplete)
3.	All applicable Subcontractor, Lien (Partial)	Vendor's Waivers of	3.	Consent of Surety	to Final Payment

4.

Completed Material and Workmanship Bond

# **CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project Title	Valencia Water Control District / C-10 Canal Bank Restoration
Bid No.	
Owner:	
Contractor:	
Agreement Date:	
	Substantial Completion applies to all work under the Contract Documents or ed parts thereof if construction is phased by contract:
ISSUED TO:	
	Contractor:
Contractor, Engine	this Certificate applies has been inspected by authorized representatives of eer, and Owner and that Work is hereby declared to be substantially dance with the Contract Documents on:
	Date of Substantial Completion
and the failure to in and warrant all the	completed or corrected is attached hereto. This list may not be all-inclusive, clude an item in it does not alter the responsibility of Contractor to complete Work in accordance with the Contact Documents. All items on the list shall rrected by Contractor within days of the above date of Substantial

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents.

Executed by E	ngineer on
	Date
	Engineer : CPH Consulting, LLC
	Engineer: Otto Contacting, EEO
By:	(0)
	(Signature)
	(Printed Name and Title)
Fuggita d bu	N
Executed by C	Date
	Date
	Owner:
By:	
- 7.	(Signature)
	(Printed Name and Title)
	(Timed Name and Time)
Contractor accepts this Certificate of Substa	antial Completion on
Contractor accepts this Certificate of Gubste	Date
	Contractor:
By:	
-,	(Signature)
	(Printed Name and Title)
	(Fillited Hairle and Title)

# **CERTIFICATE OF FINAL COMPLETION**

Project Title	Valencia Water Con	trol District / C-	10 Canal Bank Restoration
Bid No.		_	
Owner:		_	
Contractor:		_	
Agreement Date:			
	nal Completion applients thereof if construc		under the Contract Documents or the by contract:
ISSUED TO:			
	Contractor:		
Contractor, Engineer		at Work is here	ected by authorized representatives of eby declared to be finally complete in
		Date of	of Final Completion
	and other post Final C	•	any and all latent defects, warranty ations of the Contractor under the
	Executed by	Engineer on	Date
		Engineer:	CPH Consulting, LLC
	Ву:	(Signature)	
		(Printed Nam	e and Title)

00627-1

Contractor accepts this Certificate of Final C	Completion onDate
	Contractor:
Ву:	(Signature)
	(Printed Name and Title)
Accepted by 0	Owner on  Date
	Owner:
Ву:	(Signature)
	(Printed Name and Title)

# **CONTRACTOR'S PARTIAL RELEASE OF LIEN FORM**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, 1)
, in consideration of the sum of <u>2</u> )
, and other valuable considerations and benefits to the undersigned accruing, do hereby waive, release and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the undersigned now has, or may hereafter have, against that certain real estate and the improvements thereof, situated in Polk County, State of Florida, and described as 3)
whose OWNER is Valencia Water Control District, on account of work and labor performed, and/or materials furnished in, to, or about the construction of any building or buildings situated thereon, or in improving said property above described, or any part thereof.
<ol> <li>CONTRACTOR</li> <li>Amount of Work Completed through Previous Application for Payment</li> <li>Name of Project identified in Instructions to Bidders</li> </ol>
It being the understanding of the undersigned that this is a Partial Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for labor, services, or materials furnished or work done up until 4)  This waiver and release does not cover any retention or labor,
services, or materials furnished after the date specified. The undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien against said real estate, by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Partial Waiver and Release, and that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of improvements upon the aforesaid premises, to the extent of the payment herein referred to, have been fully paid.
4) Date of Previous Application for Payment
IN WITNESS WHEREOF, I/we have executed this instrument under seal this day of
Authorized Representative (Signature)
(SEAL)
Printed Name and Title
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this day of
The foregoing instrument was acknowledged before me this day of of of of of on behalf of the corporation, who is

	known to me or has producedation) as identification and who did (did not) take an oath.	(Туре
Sworn to ar	nd subscribed to before me this day of,	
	(Signature)	
	(Print name) Notary Public in and for the County and State Aforement	ioned
	My Commission Expires:	

# **CONTRACTOR'S RELEASE OF LIEN (FINAL AND COMPLETE)**

Before me, the undersigned authority in said County and State, appeared
, who, being first duly sworn, deposes and says that he is of
, a company and/or corporation authorized to do business under the laws of the State of Florida, and is the CONTRACTOR on the Project known as Valencia Water Control District, C-10 Canal Bank Restoration, located in Orange County, State of Florida, under an Agreement with the OWNER, Valencia Water Control District, the date of said Agreement which is
Let it be known that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as contractor or anyone in connection with the work done and materials furnished or otherwise under said contract. Deponent further says that the final estimate which has been submitted to the Owner simultaneously with the making of this affidavit constitutes all claims and demands against the Owner on account of said contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the Owner from any further claims, demands or compensation by contractor under the above contract. Deponent further agrees that all guarantees under this contract shall and be in full force from the date of this release as spelled out in the Contract Documents.
IN WITNESS WHEREOF, I/we have executed this instrument under seal this day of
Authorized Representative (Signature)
Drinted Name and Title
Printed Name and Title
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this day of of
by of of (corporation), on behalf of the corporation, who is personally known to me or has produced (Type of Identification) as identification and who did (did not) take an oath.

Sworn to and	subscribed to before me this day of,,
	(Signature)
	(Print name) Notary Public in and for the County and State Aforementioned
	My Commission Expires:

# PARTIAL RELEASE OF LIEN FORM (SUBCONTRACTOR / SUPPLIER)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, 1)
, in consideration of the sum of \$
, and other valuable considerations and benefits to the
undersigned accruing, do hereby waive, release and quit claim all liens, lien rights, claims or
demands of every kind whatsoever which the undersigned now has, or may hereafter have,
against that certain real estate and the improvements on the Project known as 2)
, located in Orange County, State of Florida, whose
OWNER is Valencia Water Control District. The work performed / materials supplied for the
Project was furnished to the CONTRACTOR,
4) Subcontractor / Supplier
5) Name of Project identified in the Agreement between Owner and Contractor
It being the understanding of the undersigned that this is a Partial Waiver and Release of Lien
which the undersigned has against the premises described herein, for labor, services, or
materials furnished or work done up until 3) . This waiver and
release does not cover any retention or labor, services, or materials furnished after the date
specified. The undersigned warrants that no assignment of said liens or claims, nor the right to
perfect a lien against said real estate, by virtue of the accrual of said payment, has or will be
made, and that the undersigned has the right to execute this Partial Waiver and Release, and
that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of improvements upon the
aforesaid premises, to the extent of the payment herein referred to, have been fully paid.
aloresald premises, to the extent of the payment herein referred to, have been fully paid.
3) Date of Previous Application for Payment
y and a second production of the second produc
IN WITNESS WHEREOF, I/we have executed this instrument under seal this day of
,
Authorized Penrocentative (Signature)
Authorized Representative (Signature)
(SEAL)
Printed Name and Title
STATE OF
COUNTY OF
COUNTY OF
The foregoing instrument was acknowledged before me this day of
by of
The foregoing instrument was acknowledged before me this day of of of of (corporation), on behalf of the corporation, who is personally known to me or has produced (Type
personally known to me or has produced (Type of Identification) as identification and who did (did not) take an oath.
of Identification) as identification and who did (did not) take an oath.

Sworn to and subscribed to before me this	, day of,,	_
(Signature)		
(Print name) Notary Public in a	and for the County and State Aforementioned	
My Commission Expires:		

# SUBCONTRACTOR / SUPPLIER'S RELEASE OF LIEN (FINAL AND COMPLETE)

Before me, the undersigned authority in said County and State, appeared
, who, being first duly sworn, deposes and says that
ne is of,      a
, who, being first duly sworn, deposes and says that he is, of, a company and/or corporation authorized to do business under the laws of the State of Florida and is a subcontractor/supplier/vendor on the Project known as Valencia Water Control District located in Orange County, State of Florida, whose OWNER is Valencia Water Control District The work performed / materials supplied for the Project was furnished to the CONTRACTOR,
Said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said subcontractor / supplier and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as subcontractor / supplier or anyone in connection with the work done and materials furnished or otherwise under said contract Deponent further says that the final estimate which has been submitted to the Owner simultaneously with the making of this affidavit constitutes all claims and demands against the Owner on account of said contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the Owner from any further claims, demands or compensation by contractor under the above contract.
Authorized Representative (Signature)
(SEAL)
Printed Name and Title (SEAL)
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this day of
(corporation), on behalf of the corporation. who is
of of of of of of (corporation), on behalf of the corporation, who is personally known to me or has produced (Type of Identification) as identification and who did (did not) take an oath.

Sworn to and subscribed to b	efore me this day of	,
(Signature)		
(Print name) N	lotary Public in and for the County	and State Aforementioned
My Commissio	on Expires:	

### **SECTION 00700**

### STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

### PART 1 GENERAL

#### 1.01 General

- A. The Construction Contract between the Owner and Contractor is governed by the "Standard General Conditions of the Construction Contract", prepared by Engineers Joint Contract Documents Committee (EJCDC), Copyright © 2018, as amended or supplemented by the Supplementary Conditions (Section 00800).
- B. Electronic copies of the EJCDC Standard General Conditions of the Construction Contract (product number C-700) are available for purchase at a cost of \$200 from the ASCE web site, at the address <a href="http://www.pubs.asce.org/construct.html">http://www.pubs.asce.org/construct.html</a>.
- C. Hard copies of the EJCDC Standard General Conditions of the Construction Contract are available at no cost from the Engineer, upon written request.

**END OF SECTION** 



#### **SECTION 00800**

### **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the "Standard General Conditions of the Construction Contract", prepared by Engineers Joint Contract Documents Committee (EJCDC), Copyright © 2018. All provisions of the General Conditions, which are not so amended or supplemented in these Supplementary Conditions remain in full force and effect.

### SC-1.01.A.9 Defined Terms

Delete the definition "Change Order" in its entirety and replace it with the following:

9. Change Order - A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement, and which represents a full accord and satisfaction of all costs of whatever nature, direct or indirect, arising from or related to the addition, deletion, or revision, including, without limitation, its impact on unchanged base contract work.

### SC-1.01.A.37 Defined Terms

Delete the definition "Resident Project Representative" in its entirety and replace it with the following:

37. Resident Project Representative - The authorized representative of the Owner or Engineer who is assigned to the site or any part thereof.

### SC-1.02.G Terminology

Add the following terminology clarification to Paragraph 1.02 of the General Conditions:

G. The word "Plans" when used in the Contract Documents shall have the same meaning and be used interchangeably with the word "Drawings".

### SC-1.02.H Terminology

Add the following terminology clarification to Paragraph 1.02 of the General Conditions:

H. The words "Subcontractor" and "Supplier" are sometimes used interchangeably in the Contract Documents and when used shall mean either Subcontractor or Supplier as defined herein or both Subcontractor and Supplier as defined herein.

### SC-2.02.A Copies of Documents

In the first sentence of Paragraph 2.02.A of the General Conditions, delete the word "ten" (10) and add the word "five" (5) copies.

#### SC-2.03.A Commencement of Contract Times: Notice to Proceed

Delete Paragraph 2.03.A of the General Conditions in its entirety and replace it with the following:

A. At the Owner's discretion, a Notice to Proceed may be given at any time within thirty days after the effective date of the Agreement. The Contract Time will commence at the time specified in such notice provided that the Notice to Proceed may not specify a time of commencement later than sixty days after the effective date of the Agreement.

### SC-2.07.A.1 Initial Acceptance of Schedules

Add the following to the end of Paragraph 2.07.A.1 of the General Conditions:

Under no circumstances whatsoever shall Contractor be entitled to compensation based upon a right to finish early prior to the Contract Time.

### SC-3.01.D Contract Documents, Intent

Add the following to Paragraph 3.01 of the General Conditions:

D. The various contract documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Change Order, Agreement, approved Schedule of Values, addenda, Supplementary Conditions, General Conditions, the Project Manual, FDOT Specifications, Contract Drawings, and Contractor's Bid. An addendum issued prior to bid, may modify any of the contract documents in existence at that time. The addendum takes precedence over the previous issue of the contract document being modified. In case of conflict between the Contract Documents, the Contract Document first listed shall have priority over any Contract Document later in the list.

### **SC-3.03.A.1** Before Starting Construction

Add the following sentence to the end of Paragraph 3.03.A.1 of the General Conditions:

By commencing work, the Contractor shall be deemed to have accepted the condition of the site as being in suitable, satisfactory and acceptable condition to perform its work on the Project.

SC-3.06.B Electronic Data

Change the acceptance period for detecting and correcting data in paragraph 3.06.B of the General Conditions from 60 days to 30 days.

SC-3.06.D Electronic Data

Add the following to Paragraph 3.06 of the General Conditions:

D. Transfer of electronic data to a third party by the receiving party is prohibited.

SC-4.02.A-B Subsurface and Physical Conditions

Relating to Paragraphs 4.02.A.1, 4.02.A.2, 4.02.B, 4.02.B.1, 4.02.B.2, and 4.02.B.3 of the General Conditions:

Section 00320, "Site Investigation Data", of the Project Manual identifies the reports and drawings referred to in Paragraphs 4.02.A.1, 4.02.A.2, 4.02.B, 4.02.B.1, 4.02.B.2, and 4.02.B.3 of the General Conditions. If Section 00320 does not identify specific reports or drawings, then the Engineer may have relied only on local county USDA/SCS soils surveys or other information that is not site specific. Contractor reliance on soil surveys is subject to the same limitations as defined in SC-4.02.B.4.

SC-4.02.B.4 Subsurface and Physical Conditions

Add the following to Paragraph 4.02.B of the General Conditions:

4. The Contractor acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, including all exploratory work done on behalf of the Owner on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

## **SC-4.03.A.4** Differing Subsurface or Physical Conditions

Delete Paragraph 4.03.A.4 of the General Conditions in its entirety and replace it with the following:

4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, within seven (7) days after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so. Written notice is a precondition to Contractor's rights under Paragraph 4.03.C.

#### SC-4.05.B Reference Points

Add the following to Paragraph 4.05 of the General Conditions:

B. The Owner and Engineer reserve the right to periodically check certain layout and grades of the work of the Contractor; however, they are not obligated to do so. The Contractor shall not rely on any such measurements made by the Owner or Engineer. The Contractor is solely responsible to layout and construct to the required grades all work in accordance with the Contract Documents, and any layout and grade work not in conformance with these Documents shall be classified as "Defective Work".

#### SC-4.06.J Hazardous Environmental Conditions at Site

Add the following to Paragraph 4.06 of the General Conditions:

J. The Contractor shall be responsible for the legal disposal of any asbestos, PCB's, petroleum, hazardous waste or radioactive material brought to the site by the Contractor, Sub-Contractors, Suppliers, or anyone else for whom the Contractor is responsible.

### SC-5.03.A Certificates of Insurance

The additional insured are as identified in Section 00620, "Insurance Certification".

### SC-5.04.C.1-3 Contractor's Liability Insurance

Add the following to Paragraph 5.04 of the General Conditions:

- C. The limits of liability for the Contractor provided insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  - 1. Workers' Compensation
    - a. State: Statutory
    - b. Applicable Federal: Statutory
    - c. Employer's Liability Coverage B: \$250,000 each accident for bodily injury by accident; \$250,000 each employee for bodily injury by disease; \$500,000 policy limit for bodily injury by disease.
  - 2. Commercial General Liability (ISO Form CG 00 01)
    - a. Bodily Injury (including completed operations and products liability:
      - 1) \$2,000,000 Each Occurrence
      - 2) \$2,000,000 Annual Aggregate
    - b. Property Damage:
      - 1) \$2,000,000 Each Occurrence
      - 2) \$2,000,000 Annual Aggregate, or
      - 3) a combined single limit of \$2,000,000
    - c. Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.
    - d. Personal Injury, with employment exclusion deleted: \$2,000,000 Annual Aggregate
  - 3. Comprehensive Automobile Liability:
    - a. Bodily Injury:
      - 1) \$2,000,000 Each Person
      - 2) \$2,000,000 Each Occurrence
    - b. Property Damage:
      - 1) \$2,000,000 Each Occurrence, or
      - 2) A combined single limit of \$2,000,000.
- SC-5.05.A Owner's Liability Insurance

Delete paragraph 5.05.A of the General Conditions in its entirety.

### SC-5.06.A Property Insurance

Delete paragraph 5.06.A of the General Conditions and replace it with the following (subparagraphs A.1 through A.7 shall remain):

A. Unless otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by law). This insurance shall include the interests of Owner, Contractor and

Subcontractors in the Work, shall insure against perils of fire and extended coverage, shall include 'all risk' insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the 'all risk' insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with Paragraphs 5.6 and 5.7 shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty days' prior written notice has been given to the Owner. The Contractor shall maintain such policies of insurance continuously from the date specified in the Notice to Proceed until the Initiation of **Operation.** This insurance shall:

## SC-5.06.B Property Insurance

Delete Paragraph 5.06.B of the General Conditions in its entirety and replace it with the following:

B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as required which will include the interests of Owner, Contractor, subcontractors, Engineer, and Engineer's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

# SC-5.06.C Property Insurance

Delete Paragraph 5.06.C of the General Conditions in its entirety and replace it with the following:

C. The form of policy for the property insurance provided by the Contractor shall be completed value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

### SC-5.06.E Property Insurance

Delete Paragraph 5.06.E of the General Conditions in its entirety.

SC-6.02.B Labor; W

Labor; Working Hours

Add the following new sentence to the end of Paragraph 6.02.B of the General Conditions:

Regular Working Hours are defined as 7:00 a.m. to 4:00 p.m., Monday through Friday.

SC-6.02.C

Labor; Working Hours

Add the following to Paragraph 6.02 of the General Conditions:

C. Requests to work during other than normal working hours must be submitted to the Engineer and Owner at least 2 full business days in advance of the period proposed for such overtime work and shall set forth the proposed schedule for overtime work to give Engineer ample time to arrange for his personnel to be at the site of the work.

SC-6.03.A.1

Services, Materials and Equipment

Add the following to Paragraph 6.03.A of the General Conditions:

1. All water for testing, flushing, and construction shall be furnished by the Contractor. It may be available by connecting to the Owner's (or Utility's) water system at a point approved by the Owner and Utility. The Owner (or Utility) shall charge the Contractor for water used in performing the above functions in accordance with the Owner's (or Utility's) established rate schedule. There shall be installed in each and every connection to the Owner's (or Utility's) potable water supply a reduced pressure zone backflow preventer meeting the requirements of AWWA C511. Contractor shall be required to meter all water used.

SC-6.03.D

Services, Materials and Equipment

Add the following to Paragraph 6.03 of the General Conditions:

D. Provisions of the Contract Documents relating to all materials and equipment and how they are to be applied, installed, connected, erected, used, cleaned, and conditioned does not assign the Engineer, or any of the Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or Performance of Work or any duty or responsibility contrary to the provisions of Paragraph 9.09.

SC-6.04.A.3

Progress Schedule

Add the following to Paragraph 6.04.A of the General Conditions:

3. The Contractor is required to promptly take appropriate action to recover schedule whenever A) the Engineer anticipates significant slippage beyond the Contract Time, and orders schedule recovery in

writing; or B) any Contractor progress schedule activity is shown as slipping, due to acts or omissions within the control of the Contractor, by 15 (fifteen) or more days beyond the Contract Time. Under no circumstances whatsoever is Contractor entitled to inefficiencies arising from or related to overtime, second shift, or premium work. Contractor is solely responsible for costs incurred to recover schedule delays resulting from Contractor's acts or omissions.

## SC-6.05.A.2.d.5) Substitutes and "Or Equals"

Add the following to Paragraph 6.05.A.2.d of the General Conditions:

5) The application will also contain an itemized estimate of all delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provision of such substitute. In reviewing such substitutes, the Engineer shall consult with Owner and attach items of particular importance to operation, maintenance, repair and part stocking and placement considerations including standardization with similar materials or equipment, existing or planned, within Owner's existing system or facilities.

## SC-6.05.B Substitutes and "Or Equals"

Add the following to the end of Paragraph 6.05.B of the General Conditions:

Contractor's application for use of substitute materials, equipment, or specific means, methods, technique, or procedure of construction, including reasonable time for Engineer and his Consultant to review the substitution and redesign, if required, shall not be considered as an acceptable basis for Contractor not meeting the substantial completion date, nor as a basis for a time extension of the Contract Time.

# SC-6.06.B Concerning Subcontractors, Suppliers and Others

Relating to Paragraph 6.06.B of the General Conditions, the Contractor shall note the following:

Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of materials and equipment for the project) are to be identified for evaluation after bid opening, submitted in accordance with the Instructions To Bidder.

### SC-6.07.B Patent Fees and Royalties

Add the following to the end Paragraph 6.07.B of the General Conditions:

The Contractor shall defend all such claims in connection with any alleged infringement of such rights.

#### SC-6.08.B Permits

Add the following to Paragraph 6.08 of the General Conditions:

B. Owner shall obtain and pay for construction permits for the project as identified in the Bidding Documents. All such Owner furnished permits and approvals are either contained in the Bidding Documents or are available for inspection upon request. A copy will be furnished to the successful Bidder after the effective date of the Agreement upon his request, and Contractor will follow all conditions and provisions of these permits, applications, regulations and approvals as a part of this project work as much as if they were wholly repeated herein. It is the Contractor's responsibility to apply to the local jurisdiction for any other required permits.

#### **SC-6.11.A.4** Limitation on Use of Site and Other Areas

Add the following to Paragraph 6.11.A of the General Conditions:

4. Where the Contractor hauls Materials or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system, or city street system and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as before the hauling began.

#### SC-6.12.A Record Documents

Delete the last sentence of Paragraph 6.12.A of the General Conditions, and replace it with:

Upon completion of the Work, Contractor shall provide all such Samples to Owner, and copies of all such record documents and Shop Drawings shall be delivered to Engineer for Owner to the extent not previously provided.

# SC-6.13.D Safety and Protection

Delete Paragraph 6.13.D of the General Conditions in its entirety and replace it with the following:

D. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and the certificate of final completion has been executed by the Owner, Engineer, and Contractor.

### SC-6.13.E Safety and Protection

Add the following to Paragraph 6.13 of the General Conditions:

E. The Contractor shall implement traffic control in accordance with Maintenance of Traffic Control notes and details on the plans, in the technical specifications, and in accordance with FDOT and MUTCD requirements. The Contractor shall maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of work. It shall include the construction and maintenance of any necessary detour facilities; the providing of necessary facilities for access to residences and businesses along the project; the furnishing, installation and maintenance of traffic control and safety devices during construction; daily inspections of the traffic control devices (including nighttime inspections); replacement of all equipment and devices found not to be conforming with approved standards during the inspection; the control of dust, and any other special requirements for safe and expeditious movement of traffic as may be called for on the plans. The term "Maintenance of Traffic" shall include all such facilities, devices, and their operation as are required for the safety and convenience of the public as well as for minimizing public nuisance. This work shall also consist of the removal of existing pavement markings necessary in order to implement traffic control, temporary signs, and the removal or relocation of existing signs in order to implement traffic control. This work shall include any adjustments necessary to the traffic control devices under emergency conditions.

# SC-6.17.D.2 Shop Drawings and Samples

Add the following after the first sentence Paragraph 6.17.D.2 of the General Conditions:

Engineer's approval shall also not extend to verification of actual field conditions.

### SC-6.19.A Contractor's General Warranty and Guarantee

Delete Paragraph 6.19.A of the General Conditions in its entirety and replace it with the following:

A. The Contractor warrants and guarantees to the Owner and the Engineer that all work, labor, materials, equipment and services furnished and performed will be done in a good and workmanlike manner and will be of the highest quality, free from defects and in accordance with the Contract Documents. Each application for payment submitted by the Contractor to the Owner shall be deemed to constitute a confirmation, restatement, and reaffirmation by the Contractor of the foregoing warranty and guarantee, with respect to all work, labor materials, equipment and services performed and furnished for the Project through the date of such application. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in Paragraph 13. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

## SC-6.19.D Contractor's General Warranty and Guarantee

Add the following to Paragraph 6.19 of the General Conditions

D. Contractor warrants and guarantees all computer controlled components incorporated into the Work accurately process date and time data (including but not limited to, calculating, comparing, and sequencing) and leap year calculations. This includes the proper exchange of date and time data with other such components.

### **SC-6.21.B** Delegation of Professional Design Services

Delete paragraph 6.21.B of the General Conditions in its entirety and replace it with the following:

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. As a minimum, the design shall comply with all federal, state, and local laws, regulations, ordinances, and codes. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

### SC-6.21.C Delegation of Professional Design Services

Delete paragraph 6.21.C of the General Conditions in its entirety and replace it with the following:

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

## SC-9.01.A Owner's Representative

Add the following to Paragraph 9.01.A of the General Conditions:

If they choose to do so, the Owner or the Engineer may provide a Resident Project Representative who will function as the Resident Project Representative during the construction period thereby giving the Owner additional representation during the construction phase in addition to the periodic visits and certain other designated limited services to be provided by the Engineer during construction.

## SC-9.03.A Project Representative

Delete paragraph 9.03.A of the General Conditions in its entirety and replace it with the following:

- A. If a Resident Project Representative is furnished by either the Owner or Engineer to assist Engineer in observing the performance of the Work, then the following Duties, Responsibilities, and Limitations of the authority of the Resident Project Representative and assistants are as shown herein:
  - 1. The Resident Project Representative (RPR), assistants and other field staff will assist Engineer in observing performance of the work of Contractor. The RPR and assistants may be employees of the Engineer or they may be employees of the Owner, depending on assignment based on availability, timing and scheduling.
  - 2. The RPR, his assistants or other field staff, are not planned nor budgeted to be present full time at all work sites at all times while Contractor is working. Therefore there will be Contractor work that will not be observed. However, through more extensive periodic visits and onsite observations of the work in progress than provided through the Administration of Construction Work and by field check of materials and equipment by the RPR and assistants. Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of Contractor; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents.
  - 3. The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:
    - a. RPR is Engineer's representative at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the onsite work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
    - b. SCHEDULES: Review the progress schedule, schedule of Shop Drawing submittals and schedule of

values prepared by Contractor and consult with Engineer concerning acceptability.

c. CONFERENCES AND MEETINGS: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

#### d. LIAISON:

- 1) Serve as Engineer's liaison with Contractor, working principally though Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- 2) Assists in obtaining from Owner additional details or information, when required for proper execution of the Work.

### e. SHOP DRAWINGS AND SAMPLES:

- 1) Record date of receipt of Shop Drawings and samples.
- 2) Receive samples that are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
- 3) Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- f. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:
- 1) Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- 2) Report to Engineer whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 3) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and startups.
- 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the

Project, record the results of these inspections and report to Engineer.

g. INTERPRETATION OF CONTRACT DOCUMENTS: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.

### h. RECORDS:

- 1) Maintain at the job site or other suitable location orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- 2) Prepare or obtain a diary or log book or marked up plans or sketches, photographs or videos, recording Contractor hours on the job site, weather conditions, data relative to questions of Change Orders or changed field conditions, changes in the Construction from the Contract Documents, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and maintain records and send appropriate copies to Engineer.
- 3) Record names, addresses, and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

#### i. REPORTS:

- 1) Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- 2) Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
- 3) Draft proposed Change Orders, obtaining backup material from Contractor and recommend to Engineer Change Orders, and Field Orders.
- 4) Report immediately to Engineer and Owner upon the occurrence of any accident.
- j. PAYMENT REQUESTS: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requests to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the Work.

k. CERTIFICATES, MAINTENANCE AND OPERATION MANUALS: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

#### I. COMPLETION:

- 1) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 2) Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- 3) Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
- 4. Limitations of Authority
  - a. Resident Project Representative
  - 1) Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer.
  - 2) Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
  - 3) Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
  - 4) Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
  - 5) Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
  - 6) Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
  - 7) Shall not authorize Owner to occupy the Project in whole or in part.
  - 8) Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

# SC-9.09.F-G Limitations on Engineer's Authority and Responsibilities

Add the following to Paragraph 9.09

- F. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09.
- G. Engineer's recommendation for any payment, including final payment, shall not mean that Engineer is responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident hereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of Contractor to perform or furnish work in accordance with the Contract Documents.

## SC-10.03.A.4 Execution of Change Orders

Add the following to Paragraph 10.03.A of the General Conditions:

4. Change Orders shall constitute a full accord and satisfaction of all costs of whatever nature, direct or indirect, arising from or related to the change, including, without limitation, impact on unchanged base contract work.

### SC-10.05.B Claims and Disputes

In Paragraph 10.05.B of the General Conditions, change the time frame in which the opposing party must submit its response to the Engineer regarding the claimant's request from 30 days to 14 days, unless the Engineer allows additional time.

#### SC-10.05.F Claims

Add the following to the end of Paragraph 10.05.F of the General Conditions:

"including, without limitation, written notice requirements."

#### SC-10.05.G Claims

Add the following to Paragraph 10.05 of the General Conditions:

G. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty days after the date on which Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty days' period shall result in Engineer's decision being final and binding upon Owner and Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

### SC-11.01.A.4 Cost of the Work

Delete "attorneys" from the list of special consultants in Paragraph 11.01.A.4 of the General Conditions

### SC-11.03.D Unit Price Work

Delete Paragraph 11.03.D, including subparagraphs 11.03.D.1, 11.03.D.2, and 11.03.D.3 of the General Conditions in their entirety and replace them with the following:

- D. 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:
  - 1. If the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Proposal or Agreement; and
  - 2. If there is no corresponding adjustment with respect to any other item of Work; and
  - 3. If Contractor believes that it has incurred additional expense as a result thereof; or
  - 4. If Owner believes that the quantity variation entitles it to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 12 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

### SC-12.02.C-E Change of Contract Times

Add the following to Paragraph 12.02 of the General Conditions:

- C. The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree as a part consideration for the awarding of this contract to pay to the Owner the amount specified elsewhere in these documents, not as a penalty, but as liquidated damages for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.
- D. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for performance of any act whatsoever; and where under the contract an additional time allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner.
- E. The submission of the Bid shall be an indication that the Contractor has considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by a national, state, or regional weather station which is within 25 miles of the project location. Contractor should consider and include the impact of normal local weather conditions on construction scheduling and sequencing when preparing the Bid. No claim shall be allowed based upon the schedule impact of normal local weather conditions.

## SC-12.03.B Delays

Add the following to the end of Paragraph 12.03.B of the General Conditions:

Contractor's entitlement to an equitable adjustment of its Contract Price hereunder shall be for its direct, jobsite costs only. In no event shall it be entitled to recovery of indirect, offsite, or home office costs allegedly arising from or related to delays under this Paragraph 12.03.B.

### SC-12.03.C Delays

Add the following to the end of Paragraph 12.03.C of the General Conditions:

In no event shall Contractor be entitled to an adjustment in Contract Price for delays described in this Paragraph 12.03.C.

### SC-12.03.F Delays

Add the following to Paragraph 12.03 of the General Conditions:

F. Neither Engineer or Owner are liable to Contractor or its surety, or any of Contractor's Subcontractors or Suppliers for damages caused by delays within the control of or reasonably anticipatable by Contractor or delays beyond control of Owner or Contractor such as fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner.

## SC-13.03.B Tests and Inspections

Delete Paragraph 13.03.B, including subparagraphs 13.03.B.1, 13.03.B.2, and 13.03.B.3 of the General Conditions in their entirety and replace them with the following:

B. The Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except when otherwise specified by the Contract Documents.

## SC-13.03.G Tests and Inspections

Add the following to Paragraph 13.03 of the General Conditions:

G. Neither observations by the Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

## SC-13.04.C Uncovering Work

Delete the first parenthetical grouping in paragraph 13.04.C of the General Conditions that states, "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" and replace the deleted text with the following:

"(including but not limited to all fees and charges of engineers, architects and other non-legal professionals)"

#### **SC-13.06.A** Correction or Removal of Defective Work

Delete the first parenthetical grouping in paragraph 13.06.A of the General Conditions that states, "(including but not limited to all fees and

charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" and replace the deleted text with the following:

"(including but not limited to all fees and charges of engineers, architects and other non-legal professionals)"

### SC-13.08.A Acceptance of Defective Work

Delete the second parenthetical grouping in paragraph 13.08.A of the General Conditions that states, "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" and replace the deleted text with the following:

"(including but not limited to all fees and charges of engineers, architects and other non-legal professionals)"

## SC-13.09.C Owner May Correct Defective Work

Delete the first parenthetical grouping in paragraph 13.09.C of the General Conditions that states, "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" and replace the deleted text with the following:

"(including but not limited to all fees and charges of engineers, architects and other non-legal professionals)"

### **SC-14.02.A.2** Application for Payments

Delete Paragraph 14.02.A.2 of the General Conditions in its entirety and replace it with the following:

2. Each Application for Payment shall include an affidavit of Contractor, in the form of the "Partial Release of Lien", stating that the Contractor releases a part of its lien, and quit claims all liens, lien rights, claims or demands of every kind to the Owner on the part released. The amount released shall be for the amount of Work completed through previous applications for payment.

### **SC-14.02.B.5.e-j** Review of Applications

Add the following paragraphs to Paragraph 14.02.B.5 of the General Conditions:

- e. The Work for which payment is requested cannot be verified,
- f. Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

- g. Of unsatisfactory prosecution of the Work, including failure to clean up as required by the Contract Documents;
- h. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents:
- i. Of liquidated damages payable by the Contractor; or
- j. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

## SC-14.02.C.1 Payment Becomes Due

Delete Paragraph 14.02.C.1 of the General Conditions in its entirety and replace it with the following:

1. Upon receipt of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor. Owner will endeavor to make payment to Contractor within 30 days upon receipt of the Application for Payment from Engineer.

#### SC-14.09.B Waiver of Claims

Add the following to Paragraph 14.09 of the General Conditions:

B. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Engineer pursuant to Paragraph 14.07.B, nor any correction of defective work by the Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

## **SC-15.02.A.5-8** Owner May Terminate for Cause

Add the following to Paragraph 15.02.A of the General Conditions:

5. If the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the Contractor takes any equivalent or similar

action by filing a petition or otherwise under any federal or state law in effect at such time relating to bankruptcy or insolvency;

- 6. If a petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency
- 7. If the Contractor makes a general assignment for the benefit of creditors:
- 8. If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.

### **SC-15.02.C** Owner May Terminate for Cause

Delete the parenthetical grouping in paragraph 15.02.C of the General Conditions that states, "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" and replace the deleted text with the following:

"(including but not limited to all fees and charges of engineers, architects and other non-legal professionals)"

### **SC-15.02.G** Owner May Terminate for Cause

Add the following to Paragraph 15.02 of the General Conditions:

G. If after notice of termination as provided for in this Paragraph 15.02, it is determined by a court of competent jurisdiction for any reason that Contractor was not in default or that its default was excusable or that Owner was not entitled to exercise its default remedies, the termination shall be deemed to be a termination for convenience pursuant to Paragraph 15.03 and Contractor's remedies shall be the same as and shall be limited to those afforded by Paragraph 15.03.

### **SC-15.03.A** Owner May Terminate for Convenience

Delete Paragraph 15.03.A of the General Conditions in its entirety, including subparagraphs 15.03.A.1, 15.03.A.2, 15.03.A.3, and 15.03.A.4, and replace it with the following:

A. The Owner may terminate this Contract in whole or in part for its convenience, without cause, provided that the Contractor is given not less

than seven (7) calendar days written notice and an opportunity for consultation with the Owner prior to termination.

When the Contract is terminated for the Owner's convenience, the Contract Price shall be reduced in the proportion to which the canceled or incomplete Work relates to all the Work to be done by Contractor upon the Project. In such event, Contractor shall and hereby does release and discharge the Owner and Engineer from any and all claims arising out of, or as a result of such cessation or cancellation and termination; provided, however, that in any and all such events. Contractor shall be entitled to receive payment from the Owner based on applicable unit prices for contract work already done and performed in accordance with the Contract Documents and not yet paid for, with reimbursement for any actual and provable loss incurred by Contractor with respect to materials, equipment and subcontractors (e.g. reasonable cancellation charges, if any, payable to subcontractors and suppliers and demobilization costs.)

## SC-15.05.A-C Owner May Stop Work

Add the following new paragraphs 15.05.A-C to Article 15 of the General Conditions:

15.05 Owner May Stop Work

- A. The Owner may, but is not obligated to, stop work if any one or more of the following occur:
  - 1. Contractor fails to perform the Work in compliance with the required Maintenance of Traffic provisions.
  - 2. Contractor does not provide the required competent resident superintendent at all times during the progress of the Work.
  - 3. Contractor fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents.
  - 4. Contractor fails to obtain, maintain, or renew insurance in conformance with the Contract Documents, or if any insurance company Contractor has obtained insurance with has declared bankruptcy or is declared bankrupt.
  - 5. Contractor fails to prosecute the Work without endangering persons or property.

- B. If one or more of the events identified in paragraph 15.05.A occur, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Any stop of Work order issued by Owner does not give control or responsibility over supervision of the Work, construction means, methods, techniques, sequences or procedures or for safety precautions or programs to Owner or Engineer. During the stoppage of the Work, the Contractor is fully responsible for maintaining all safety and protection requirements in accordance with the General and Supplementary Conditions. If Owner does not stop Work, whether at its discretion or because it is unaware of an occurrence that could cause it to issue a stop Work order, continuation of the Work without stoppage does not make the Owner or Engineer responsible for the safety and protection of the Work.
- C. Contractor shall bear all direct costs (including but not limited to fees and charges of engineers, architects and other non-legal professionals, any additional expenses incurred by Owner due to delay of others performing Work under a separate contract) of any stoppage of Work order issued by Owner in accordance with paragraphs 15.05.A and 15.05.B. Contractor shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in Contract Price.

## **SC-16.01.A-F** Methods and Procedures (Dispute Resolution)

Delete Paragraph 16.01 of the General Conditions in its entirety, including subparagraphs 16.01.A, 16.01.B, 16.01.C, 16.01.C.1, 16.01.C.2, and 16.01.C.3, and replace them with the following new Paragraphs:

- A. The chosen method for dispute resolution for this project is mediation. Mediation pursuant to this Paragraph shall be treated as compromise and settlement negotiations for purposes of the Florida Rules and Evidence.
- B. As provided above, the parties shall endeavor to settle the dispute by mediation. The proceeding will be conducted in accordance with the then current Center For Public Resources ("CPR") Model Procedure for Mediation of Business Disputes, with the following exceptions:
  - 1. If the parties have not agreed within ten (10) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either party, shall appoint a member of the CPR Panels of Neutrals as the mediator, and
  - 2. Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the parties in writing that further efforts would not be useful, or (c) the parties agree in writing that an impasse has been

reached. Neither party may withdraw before the conclusion of the proceeding.

- C. The parties regard the aforesaid obligation to mediate as essential provision of this Agreement and one that is legally binding on them. In case of a violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.
- D. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.
- E. If the dispute has not been resolved by mediation as provided herein within one hundred twenty (120) days of the initiation of such mediation procedure, either party may initiate litigation upon ten (10) days' written notice to the other party.
- F. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The parties will take such action, if any, required to effectuate such tolling.

## **SC-16.02** *Methods and Procedures (Dispute Resolution)*

Add the following new paragraph 16.02.A to Article 16 of the General Conditions:

16.02 Methods and Procedures (Dispute Resolution)

A. Litigation arising out of or related to this contract shall be governed by the laws of Florida and adjudicated in the courts of the County within which the project is located.

### SC-17.01.A.3 Giving Notice

Add the following to Paragraph 17.01.A of the General Conditions:

3. The parties' obligation to provide written notice under this Agreement may not be waived. Electronic or computerized mail is not an acceptable form of delivery of notices required by this Contract. The parties expressly and unequivocally waive any claim against the other based upon actual, verbal, or constructive notices. All written notice requirements are to be strictly construed and are a non-waivable condition precedent to pursuing any claims, rights, or remedies by under this Agreement.

## SC-17.07.A Mutual Waiver of Consequential Damages

Add the following new Paragraph 17.07.A to Article 17 of the General Conditions:

### 17.07 Mutual Waiver of Consequential Damages

A. Except to the extent of liquidated damages payable by Contractor under this Agreement and the express third party claim indemnification obligations of the parties hereunder, in no event shall either Owner or Contractor be liable to the other party under any legal theory whatsoever for consequential, incidental, punitive or exemplary damages of any nature whatsoever.

## SC-17.08.A Waiver of Jury Trial

Add the following new Paragraph 17.08.A to Article 17 of the General Conditions:

### 17.08 Waiver of Jury Trial

A. The parties hereby expressly agree that all disputes, claims, and counterclaims relating to this Agreement and the project shall be litigated, adjudicated, or otherwise resolved without a jury. The parties expressly, voluntarily, and unequivocally waive any right they may have to a jury trial in connection with all disputes, claims, and counterclaims relating to this Agreement and the project.

#### **END OF SECTION**

# **SECTION 00950**

## **CHANGE ORDER FORM**

Cha	ange Order No.		
Project Name:		Valencia Water Control District/C-10 Canal Ba	ank Restoration
Bid	No.:		
Owner:		Valencia Water Control District	
Contractor:			
Agr	eement Date:		
<u>TH</u>	and STANDARD Order.	The GENERAL CONDITIONS, SUPPLEMENT SPECIFICATIONS apply to and govern all work the second sec	ork under this Change
(1) (2) (3) (4) (5) (6) (7) (8) (9)	Total Proposed C New Contract Pri Original Contract Current Contract Total Proposed C New Contract Tir	Price (Adjusted by Previous Change Orders) change in Contract Price ce (Item 2 + Item 3)	\$ \$ \$ Days Days Days Days Days

# **CHANGES ORDERED**

|--|

Description of Change:

Reason for Change:

Change in Contract Price: \$

Change in Contract Time: Days

## <u>ITEM 2</u>

Description of Change:

Reason for Change:

Change in Contract Price: \$

Change in Contract Time: Days

# ITEM 3

Description of Change:

Reason for Change:

Change in Contract Price: \$

Change in Contract Time: Days

# ITEM 4

Description of Change:

Reason for Change:

Change in Contract Price: \$

Change in Contract Time: Days

ITEM 5

Description of Change:

Reason for Change:

Change in Contract Price: \$

Change in Contract Time: Days

<u>ITEM 6</u>

Description of Change:

Reason for Change:

Change in Contract Price: \$

Change in Contract Time: Days

CHANGE ORDER SUMMARY			
No.	Description	Change in Contract Price	Change in Contract Time
TOTAL		\$	Days

<u>WAIVER</u> This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

### APPROVAL AND CHANGE ORDER AUTHORIZATION

### **ACKNOWLEDGMENTS**

The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement and specifically changed by this Change Order; and

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

WITNESS to CONTRACTOR:		
	Contractor	
	Printed Name and Title of Officer	
Date	By (Signature)	
	Date (Corporate Seal)	
ATTEST:	Owner	
(Signature)	Printed Name and Title	
Date	By (Signature)	
(Seal)	Date	

**END OF SECTION** 



#### **SECTION 01270**

#### **MEASUREMENT AND PAYMENT - LUMP SUM CONTRACTS**

#### PART 1 GENERAL

#### 1.01 Section Includes

Measurement and payment provisions, schedule of values

### 1.02 General Measurement and Payment Provisions

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made as a lump sum which will be complete payment for all work called for or reasonably inferable from the Contract Documents and other work 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 the work to be performed to accord with such changes, including deductions or additions to the scope of work outlined in the Contract Documents. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. Changes resulting in changes in the scope or quantities of Work or time or other conditions of work will be basis for consideration of a Change Order which is to be negotiated and executed before proceeding with the work. A supplemental agreement between the Contractor and the Owner will be required when such changes meet the conditions described in the Supplementary Conditions. Work which has not been authorized by a written Change Order will not be subsequently considered for additional payment.
- 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. If the Contractor makes a claim for an extra or additional cost and requests a Change Order be issued prior to performing the work, and the ENGINEER and/or OWNER renders a decision denying such request, the CONTRACTOR 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 a Change Order or additional payment or time. Any such written notice received by the Engineer from the Contractor within the 3-day period shall be just reason for the Engineer to re-evaluate his previous decision.
- E. 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 price, all at the discretion of the Engineer.

- F. 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.
- G. A preliminary monthly application for payment shall be submitted to the Owner/Engineer for review five (5) days prior to the submittal for approval of the Contractor's monthly payment request.

#### 1.03 Schedule of Values

Contractor shall submit a Schedule of Values for approval prior to commencing construction. The Schedule of Values shall be the basis for making payment applications and establishing prices for Change Orders.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

**END OF SECTION** 

#### **ADMINISTRATIVE REQUIREMENTS**

#### PART 1 GENERAL

#### 1.01 Section Includes

Meetings, construction progress documentation, submittals, record documents

# 1.02 Preconstruction Meeting

The Owner will schedule a preconstruction meeting prior to beginning the Work to review shop drawing procedures, submittal requirements, and construction administration requirements (project coordination and communication). The Contractor shall bring to the preconstruction meeting the proposed construction schedule, which will be reviewed with the Owner during the meeting.

#### 1.03 Definitions

- A. Shop Drawings Shop drawings are original drawings, prepared by the Contractor, a subcontractor, supplier, or distributor, which illustrate some portion of the Work; showing fabrication, layout, setting, or erection details. Shop drawings shall be prepared by a qualified detailer and shall be identified by reference to sheet and detail numbers on the Contract Drawings
- B. Product Data Product data are manufacturer's standard schematic drawings and manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data. Catalog sheets, brochures, etc., shall be clearly marked to identify pertinent materials, products, or models.
- C. Samples Samples are physical examples to illustrate materials, equipment, or workmanship and to establish standards by which work is to be evaluated.

# 1.04 Submittal Requirements

- A. Prior to submission, Contractor shall thoroughly check shop drawings, product data, and samples for completeness and for compliance with the Contract Documents. Verify all field measurements, quantities, dimensions, specified performance criteria, fabrication, shipping, handling, storage, assembly, installation, and safety requirements.
- B. Coordinate the submittals with the requirements for other related work.
- C. Notify the Engineer, in writing at the time of submission, of deviations in submittals from the requirements of the Contract Documents. The Contractor's responsibility for deviations in submittals from the requirements of the Contract

- Documents is not relieved by the Engineer's review of submittals, unless the Engineer gives written acceptance of specific deviations.
- D. Submit at least six (6) copies of each shop drawing and product data. The specific number of copies required of all submittals will be determined during the preconstruction meeting. Submit the number of samples indicated in the individual Specification Sections.
- E. Where a specific product manufacturer and model number is listed in individual specification sections and is proposed by the Contractor to be used, full submittal of product data is not required. In this case, submit in letter format the name of the product, manufacturer, model number, specification section, and name of project. Certify the identified product is proposed to be used in the project.
- F. Shop drawings, product data, and samples shall be accompanied by a letter of transmittal referring to the name of the project and to the specification page number and/or Drawing number for identification of each item. Submittals for each type of work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions.
- G. Submittals shall bear the Contractor's stamp of approval certifying that they have been checked and indicate appropriate specification section and/or drawing location. Submittals without the Contractor's initialed or signed certification stamp and submittals which, in the Engineer's opinion, are incomplete, contain numerous errors or have not been properly checked, will be returned unchecked by the Engineer for resubmission.
- H. Begin no work which requires submittals until return of submittals with Engineer stamp and initials or signature indicating the submittal has been approved.

# 1.05 Engineer Review of Submittals

- A. Engineer's review and approval of submittals will not extend to means, methods, techniques, sequences, procedures of construction or to safety precautions.
- B. The review and approval of a separate item will not indicate approval of the assembly in which the item functions. Engineer's review and approval of submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents.
- C. The Engineer will review submittals with reasonable promptness. The Engineer's review of submittals shall not be construed as a complete check and shall not relieve the Contractor from responsibility for complete compliance with the Contract requirements.
- D. No corrections, changes, or deviations indicated on submittals reviewed by the Engineer shall be considered as a change order.
- E. Where review of submittals is required by the Owner or other agencies, the Engineer will forward the appropriate submittal(s) to these parties after Engineer

- review. Once review of all parties is complete, the submittal(s) will be returned to the Contractor reflecting the review of all parties
- F. If the submittal is not satisfactory, one copy of the submitted item will be retained by the Engineer and all other copies returned to the Contractor for appropriate action.
- G. In the event a third submittal is required, due to previous submittals of incomplete or incorrect data or not in compliance with the Contract Documents, the Contractor will be charged one-half of the cost incurred by the Engineer for the review of the third submittal. The Contractor shall bear the total cost incurred by the Engineer for all subsequent reviews. The Engineer costs charged to the Contractor will be at the cost plus rate generally charged by the Engineer and will be deducted by the Owner from payments due to the Contractor.
- H. Distribution of copies of acceptable submittals will be as mutually determined by the Contractor, Owner, and Engineer on an individual item basis during or following the preconstruction conference.

# 1.06 Progress Meetings

- A. The frequency of progress meetings shall be determined during the preconstruction meeting. As a minimum, progress meetings shall be held once per month during construction.
- B. The Contractor and Owner shall attend the progress meetings.

# 1.07 Record Drawings

- A. As the Work progresses, the Contractor shall be responsible for recording information on the approved Contract Documents concurrently with construction progress.
- B. Mark on the Contract Drawings all changes in direction and location of structure, piping, equipment, electrical, and mechanical work.
- C. If requested, mark on the Specifications the manufacturer, trade name, catalog, and supplier of each product actually installed, and mark changes made by Change Order or Field Order.
- D. All Record Drawings shall be prepared by Contractor in ACAD format using base drawings provided by Engineer. As-built information shall be field verified, measured, certified, signed and sealed by the Contractor's licensed Surveyor who will be responsible for the accuracy of all dimensions and elevations.
- E. The as-built information shown on the Record Drawings is to include, but not be limited to, the following:

- 1. Horizontal locations and vertical elevations for all utility lines including invert elevations of the lines, location of the connection to the existing lines, locates on stub-outs at the end of the lines.
- 2. Horizontal distance between pipes (water main and force main) lines every 50 feet.
- 3. Distance or location of utility lines from the Right-Of-Way line and edge of pavement.
- 4. Horizontal locations and vertical elevations of all utility valves, fittings, connection points, etc.
- 5. Vertical elevations of all pipelines at crossings of potable water mains (whether the water main is existing or new) in order to document that the minimum required vertical separation has been met.
- 6. Horizontal offsets from adjacent potable water mains (whether the water main is existing or new) in order to document that the minimum required horizontal separation has been met.
- 7. Utility pipeline tied horizontally to edge of pavement and right-of-way lines, located every 200-ft plus all changes in horizontal offset.
- 8. Horizontal and vertical data for any construction that deviates from the approved engineering drawings.
- 9. Where the plans contain specific horizontal location data, such as station and offset, the as-built drawings are to reflect the actual horizontal location.
- 10. Where the plans contain specific vertical elevation data, the as-built drawings are to reflect the actual measured vertical elevation.
- F. Deliver to Engineer one set of Record Drawings signed and sealed by Contractor's surveyor plus one electronic copy (ACAD format) of the drawings. The Engineer will review the drawings and within seven (7) full working days either return the drawings to the Contractor for correction, or notify Owner that the drawings provided by the Contractor are acceptable and Engineer will then proceed with preparation of final drawings.
- G. Complete signed and sealed Record Drawings are required to be delivered to the Owner prior to final inspection of the project. Record Drawings are to be prepared by the Contractor, certified by the Contractor's licensed surveyor, and delivered to the Engineer for review. The Engineer will review the drawings for completeness in accordance with the requirements of this section. If the drawings are found to be incomplete, the drawings will be returned to the Contractor for correction prior to final inspection. Record drawings based on the Contractor's surveyed drawings that are found to be satisfactory as a result of the Engineer's review will be prepared and incorporated in the original design drawings. These drawings will be signed and sealed by the Engineer and delivered to the Owner. Final inspections will only be scheduled upon receipt of signed and sealed record drawings that have been reviewed by the Engineer and delivered by Engineer to the Owner.

# PART 2 PRODUCTS - Not Used

# PART 3 EXECUTION - Not Used

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#### PRECONSTRUCTION VIDEO

#### **PART 1 GENERAL**

# 1.01 Description

- A. Provide continuous color audio-DVD recording along the entire length of all proposed work areas prior to construction to serve as a record of preconstruction conditions.
- B. Supplement audio video recording with digital color photographs for areas which require details not ascertainable on the DVD.

# 1.02 Related Requirements

Section 01310 - Administrative Requirements

#### 1.03 Definitions

Construction Area = All areas used for construction of the proposed improvements, temporary construction, stockpile areas, staging and storage areas, and entry and exit points used by equipment, delivery vehicles, service vehicles, and other vehicles used for transport of labor, equipment, and materials to the job site.

#### 1.04 Qualifications

The preconstruction audio-video recording shall be of professional quality that will clearly log an accurate visual description of existing conditions. Any portion of the digital recording that is determined by the Owner or Engineer to be not acceptable in the documentation of the existing condition shall be re-filmed at no additional cost to the Owner.

#### PART 2 PRODUCTS

#### 2.01 General

The total video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project. The digital portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of picture imperfection. The audio portion of the recording shall produce the commentary of the camera operator with proper volume, clarity, and be free from distortion. The recording system shall utilize EIA standard video and RGB compatible video.

#### 2.02 Camera

The camera used in the recording system shall be capable of recording in true color and on standard format DVD.

#### 2.03 Recorder

The recording shall be made with a DVD-based DVR. The recorder shall record the color signal with a minimum horizontal resolution of 240, 4:3 lines, aspect ratio, MPEG-2 video, stored at a resolution of 720 x 480 (NTSC). Audio shall be recorded using Dolby Digital (AC-3) minimum.

# 2.04 Video Disk

The video disk used for the recordings shall be high resolution, extended still frame capable. The video disk shall be new and thus shall not have been used for any previous recording.

# 2.05 Video Playback Compatibility

The recorded DVD shall be compatible for playback with any TV Standard DVD player.

#### PART 3 EXECUTION

#### 3.01 General

- A. The recordings shall contain coverage of all surface features located within the construction area and extend outward a minimum of 30-ft outside the construction area plus all access routes used to reach the construction area. The recording shall include all surface conditions supported by appropriate audio description.
- B. The surface features documented in the recordings shall include, but not be limited to, all driveways, buildings, walls, storage sheds, swales, culverts, headwalls, landscaping, trees, shrubbery, pull boxes, valve boxes, concrete pads, power poles, mailboxes, and fences.
- C. The recordings shall also document the existence or nonexistence of any faults, fractures, or defects, and existing man made material such as debris, construction stockpiles, trash, and fuel containers.
- D. Each video recording of each DVD shall be a simultaneous recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the feature being shown in the video portion of the recording. The audio recording also shall be free from any conversations between the camera operator and any other production technicians.

- E. All DVDs shall be permanently labeled and shall be properly identified by video number, project title, and date(s) of the recording.
- F. Each video shall have a log of that video's contents. The log shall describe the various segments of coverage contained on that video in terms of the names of streets or easements, coverage beginning and end, directions of coverage, and video unit counter numbers.

# 3.02 Recording Schedule

- A. The recording shall be performed prior to the placement of any construction materials or equipment on the proposed construction site.
- B. The Contractor shall coordinate the video recording with the construction schedule so that those portions of the construction that will be completed first will be recorded first.
- C. Access routes to and from the construction area shall be recorded prior to mobilizing to work areas.
- D. The Contractor shall deliver the video recordings to the Owner upon their completion. Upon delivery of the DVD's, transfer of ownership of those DVD's shall be made to the Owner.

# 3.03 Visibility

All recordings shall be performed during times of good visibility. No recording shall be done during periods of significant precipitation, mist, or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subject, and to produce bright, sharp video recordings of those subjects. No recording shall be performed when more than 10% of the area to be recorded contains debris or obstructions unless otherwise authorized by the Engineer.

# 3.04 Continuity of Coverage

- A. In order to increase the continuity of the coverage, the coverage shall consist of a single, continuous, unedited recording which begins at one end of a particular construction area. However, where coverage is required in areas not accessible by conventional wheeled vehicles and smooth transport of the recording system is not possible, such coverage shall consist of an organized, interrelated sequence of recordings at various positions along that proposed construction area (e.g., wooded easement area).
- B. The average rate of travel during a particular segment of coverage (e.g., coverage of one side of the street) shall be directly proportional to the number, size, and value of the surface features within that construction area's zone of influence.

# 3.05 Camera Height and Stability

When conventional wheeled vehicles are used as conveyances for the recording system, the distance between the camera lens and the ground shall not be less than 10 feet. The camera shall be firmly mounted, such that transport of the camera during the recording process will not cause any unsteady picture.

#### 3.06 Camera Control

Camera pan, tilt, zoom-in, and zoom-out rates shall be sufficiently controlled such that recorded objects will be clearly viewed during video playback. In addition, all other camera and recording system controls, such as lens, focus, and aperture, video level, pedestal, chroma, white balance, and electrical focus, shall be properly controlled or adjusted to maximize recorded picture quality.

# 3.07 Viewer Orientation Techniques

The audio and video portions of the recording shall maintain viewer orientation. To this end, overall establishing views and visual displays of all visible house and building addresses shall be utilized. In easements where the proposed construction location will not be readily apparent in the recorded video, highly visible yellow flags shall be placed in such a fashion as to clearly indicate the proposed centerline of construction.

# 3.08 Areas to be Video Recorded

- A. When video recording on private property, the Contractor shall give the Owner sufficient prior notice of such entry so that property owners may be advised of, and their permission obtained for, the work.
- B. All video recording shall be done during regular business hours, unless otherwise specified by the private property owner or the Engineer. The Contractor shall enter and leave private property in a professional and orderly, workmanlike manner.

#### PROJECT COMPLETION SCHEDULE

#### PART 1 GENERAL

#### 1.01 Section Includes

Project completion scheduling

#### 1.02 Submittals

- A. Prior to construction, contractor shall prepare a schedule showing all major activities needed to complete project. Include major material and equipment order and delivery times. Submit to Owner no later than the date of the preconstruction conference.
- B. Schedule to utilize Critical Path Method formatted by establishing a precedence diagram which is time scaled. Include on schedule activity start dates, stop dates, and duration; critical path; float; delivery schedules. Include submittal dates and durations for components with extended lead times in schedule.
- C. Include on the schedule a minimum float of 1 day every 3 weeks during construction.
- D. Project substantial and final completion dates shown on schedule shall be same as or earlier than the contractual dates.

# PART 2 PRODUCTS - Not Used

#### PART 3 EXECUTION

# 3.01 Monitoring and Updating of Schedule

- A. Float shown on the schedule belongs to the project.
- B. Progress data shall be accumulated to update the schedule on a monthly basis, prior to submittal of the application for payment. Progress data shall include:
  - 1. Activities started
  - 2. Activities completed.
  - 3. Predicted activity starts
  - 4. Predicted activity completions
  - 5. Changes in original duration for specific activities
  - 6. Changes in activity sequences
  - 7. Percent complete on activities

C. Update of schedule to include effect of the progress projected for the next two (2) reporting periods.

#### REGULATORY REQUIREMENTS

#### PART 1 GENERAL

# 1.01 Section Includes

Regulatory requirements, project permits

# 1.02 Related Sections

- A. Section 00700 General Conditions
- B. Section 00800 Supplementary Conditions
- C. Section 01415 Stormwater Pollution Prevention / NPDES Requirements

# 1.03 Requirements of Regulatory Agencies

- A. All piping installed within the right-of-way of any city, county, state, or federal highway or railroad shall be in accordance with a permit to construct issued by the controlling agency and obtained by the Owner. In no case shall an open trench be constructed within a railroad right-of-way.
- B. Whenever the Drawings and Specifications conflict with the requirements of the permit, then the requirements of the permit shall govern and the cost of abiding by the provisions of the permit shall be considered incidental to the Contract.
- C. All electrical apparatus and wiring pertaining to a piece of equipment or an appliance furnished and installed under this Contract shall comply with the National Electrical Code and shall be listed by Underwriters Laboratories or bear the approval of a recognized Testing Laboratory approved by the Engineer.
- D. All construction projects 1 or more acres in size that discharge to offsite areas are required to abide by the provisions of the National Pollution Discharge Elimination System (NPDES) General Permit.

# 1.04 Project Permits N/A

A. The following permits have been obtained for the construction of the project, and are contained in the Appendix of the Project Manual:

1.

B. The Contractor shall review and become familiar with all permits for the Project, complete with all conditions, attachments, exhibits and permit modifications. A

- copy of all permits for the Project shall be maintained by the Contractor at the project site, and shall be available for review upon request.
- C. The Contractor shall be fully responsible to abide by all provisions of the permits. The Contractor is responsible for the selection, implementation and operation of all measures required by the permits, including the maintenance of said measures as necessary during construction. No additional compensation will be allowed for any work associated with permit requirements.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

# STORMWATER POLLUTION PREVENTION / NPDES REQUIREMENTS

# PART 1 GENERAL

#### 1.01 Section Includes

FDEP Stormwater Pollution Prevention Plan requirements and recommendations under the NPDES program for construction projects located in Florida. The contractor shall be responsible for obtaining all necessary stormwater permits, including the NPDES permit.

# 1.02 Purpose

The purpose of this section is to outline minimum requirements for stormwater pollution prevention as required under the NPDES program. There may be more stringent local government or Owner requirements for Erosion and Sediment Control, which would be located in the Specifications or on the Drawings. The more stringent requirement governs.

#### 1.03 Related Sections

- A. Section 01410 Regulatory Requirements
- B. Section 02370 Erosion and Sediment Control

# 1.04 Abbreviations

- A. NPDES National Pollution Discharge Elimination System
- B. SWPPP Stormwater Pollution Prevention Plan
- C. NOI Notice of Intent
- D. NOT Notice of Termination

# 1.05 Definitions

The term "NPDES Generic Permit" means the State of Florida Department of Environmental Protection (FDEP) Generic Permit For Stormwater Discharge from Large and Small Construction Activities.

# 1.06 Construction Projects Requiring Compliance with NPDES Generic Permit

- A. All projects 1 or more acres in size that discharge to offsite areas.
- B. Smaller projects that are in the same construction corridor as larger construction projects where the larger project is 1 or more acre in size and is required to comply with the NPDES Generic Permit. In this case, even if the smaller project

is less than 1 acre in size, the smaller project must comply with the NPDES Generic Permit.

# 1.07 General Requirements

- A. Construction of this project is required to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) Generic Permit for Stormwater Discharge from Small and Large Construction Activities.
- B. In order to meet NPDES requirements, the Contractor is responsible for preparing a Stormwater Pollution Prevention Plan (SWPPP), implementing, inspecting, maintaining, and reporting on all elements of the SWPPP, completing and submitting the required Notice of Intent (NOI) and Notice of Termination (NOT) forms as the Operator, and paying all associated fees. Copies of the NPDES Generic Permit, NOI, and NOT forms, and permit application fee information are available for download at <a href="mailto:dep.state.fl.us/water/stormwater/npdes/">dep.state.fl.us/water/stormwater/npdes/</a>
- C. The Contractor must include in the SWPPP the names and addresses of all subcontractors working on this project who will be involved with the major construction activities that disturb site soil or who implement a pollutant control measure. These subcontractors, in addition to the Contractor, shall comply with the requirements of the NPDES Generic Permit and any local governing agency having jurisdiction concerning erosion and sedimentation control, and shall sign a copy of the certification statement in the SWPPP.
- D. The SWPPP shall describe and ensure the implementation of best management practices which will be used to reduce the pollutants in stormwater discharge associated with construction activity and to assure compliance with the terms and conditions of the NPDES Generic Permit. The erosion and sediment control measures shown on these Drawings are the minimum required and are to be installed prior to construction. The Contractor is responsible for complying with all applicable rules, regulations and water quality standards and may need to install additional controls to meet these requirements.

#### 1.08 SWPPP Implementation and Submittal Requirements

- A. The SWPPP shall be completed prior to submittal of the NOI and shall include the elements necessary to comply with the NPDES Generic Permit for construction activities administered by the FDEP and shall also include all local governing agency and Owner requirements. There may be more stringent local government or Owner requirements for Erosion and Sediment Control, which would be located in the Specifications or elsewhere on these Drawings.
- B. The Contractor must file the NOI with FDEP and the Owner at least two (2) business days prior to the start of construction. The Contractor shall also submit a copy of the NOI to the MS4 operator for all projects that discharge stormwater associated with construction activity to a municipal separate stormwater system (MS4). A copy of the NOI and a description of the project must be posted in a prominent place for public viewing at the construction site.

- C. The SWPPP must be implemented at the start of construction. A complete copy of the SWPPP, including copies of all inspection reports, plan revisions, etc., must be retained at the project site at all times during working hours and kept in the permanent project records for at least three years following submission of the NOT.
- D. Final Stabilization means that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover (evenly distributed, without large bare areas) with a density of at least 70% for all unpaved areas and areas not covered by permanent structures has been established or equivalent permanent stabilization measures (such as geotextiles) have been employed. Once construction is completed and final stabilization has been achieved, the Contractor must file the NOT to FDEP, the Owner, and the MS4 operator within 14 days.

# 1.09 Inspections

- A. It is the responsibility of the Contractor to assure the adequacy of site pollutant discharge controls. Between the time the SWPPP is implemented and final site stabilization is achieved, all disturbed areas and pollutant controls must be inspected at least once every seven calendar days and within 24 hours following a rainfall of 0.5 inches or greater. The inspections are to be conducted by the Contractor's qualified designated representative.
- B. All inspections shall be documented in an inspection report that summarizes the scope of the inspection, the names and qualifications of personnel making the inspection; the date of the inspection; rainfall data; major observations relating to the implementation of the SWPPP, and actions taken in order to ensure compliance with NPDES requirements and the SWPPP. Such reports shall identify any incidents of non-compliance and actions taken to bring the project into compliance. Where a report does not identify any incidents of non-compliance, the report shall contain a certification that the facility is in compliance with the NPDES requirements and the SWPPP. Each inspection report shall be signed and certified by each inspector.

# 1.10 Updating and Modifying the SWPPP

- A. Based on inspection results, any modifications necessary to increase effectiveness of the SWPPP to an acceptable level must be made within two (2) calendar days of the inspection.
- B. The SWPPP must be updated each time there are significant modifications to the pollutant prevention system or a change of contractors working on the project who disturbs site soil. For construction activities where the operator changes, the new operator shall file an NOI for coverage under this permit at least two (2) days before assuming control of the project and the previous operator shall file an NOT to terminate permit coverage in accordance with the NPDES Generic Permit. Amendments to the plan shall be prepared, signed, dated, and kept as attachments to the original SWPPP.

# 1.11 Minimum SWPPP Provisions

A. Each SWPPP shall provide a description of pollutant sources and other information including a description of the nature of the construction activity; the intended sequence of major activities which disturb soils for major portions of the site; estimates of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading, or other construction activities; existing data describing the soil or the quality of any discharge from the site and an estimate of the size of the drainage area for each discharge point; a site map indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of soil disturbance, an outline of areas which may not be disturbed, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters, wetlands, and locations where stormwater is discharged to a surface water or MS4; and the latitude and longitude of each discharge point and the name of the receiving water(s) for each discharge point.

# 1.12 Minimum Erosion and Sediment Control Construction Requirements

- A. Stabilize all construction site exits with coarse aggregate or other approved materials, in accordance with details on the Drawings. Other minimum construction requirements that need to be implemented in order to comply with the NPDES Generic permit include installation of sediment barriers down slope from construction activities that disturb site soil; constructing rock surface temporary parking areas; installation of sediment barriers down slope prior to clearing and grubbing; installation of sediment barriers on the down slope side of utility construction and soil stockpiles; and the installation of sediment barriers on the down slope side of grading activities.
- B. Stabilization measures shall be initiated as soon as practicable, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased.
- C. The Owner has the authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, trenching, borrow and embankment operations. The Owner also has authority to direct Contractor to provide immediate permanent or temporary erosion and sediment control measures.
- D. The Contractor shall respond to erosion and sediment control maintenance requirements or implement additional measures to control erosion ordered by Owner or governing authorities within 48 hours or sooner if required at no additional cost to the Owner.
- E. The Contractor shall incorporate permanent erosion control features into project at earliest practical time to minimize need for temporary controls.
- F. For drainage basins with 10 or more disturbed acres at one time, a temporary (or permanent) sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent control measures, shall be provided where attainable until final stabilization of the site. The 3,600 cubic feet of storage area per acre

drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin. For drainage basins with 10 or more disturbed acres at one time and where a temporary sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent controls is not attainable, a combination of smaller sediment basins and/or sediment traps and other BMPs should be used. At a minimum, silt fences, or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area.

G. Water trucks shall be used as needed during construction to reduce dust generated on the site. Dust control must be provided by the Contractor and shall be in compliance with applicable local and state dust control regulations.

# 1.13 Maintenance Requirements

- A. Maintain all erosion and sediment control measures throughout construction. Repair or replace all damaged sediment barriers. Remove accumulated sediment along all silt fences where the height of the sediment exceeds one-third of the height of the silt fence. Inspect all temporary and permanent grassing areas and re-grass where there are bare spots, washouts, or unhealthy growth.
- B. At the completion of construction, once final stabilization has been achieved, clean all accumulated sediment from all storm structures, pipelines, and stormwater ponds. Remove all temporary sediment controls upon receipt of authorization to remove has been received from the Owner or Engineer. Note that this may not occur for some time after construction activities have been completed, in order to ensure their removal has not occurred until final stabilization has been achieved to the satisfaction of the Owner and Engineer.

# 1.14 Stormwater Discharge Provisions

- A. Non-stormwater components of site discharge must be clean water. Water used for construction, which discharges from the site, must originate from a public water supply or private well approved by the governing local agency. Water used for construction that does not originate from an approved public supply must not discharge from the site. Allowable non-stormwater discharges include discharges from fire fighting activities; Fire hydrant flushing; Water used to wash vehicles or control dust; Water flowing from potable sources and water line flushing; Irrigation drainage; and runoff from pavement wash down where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents have not been used.
- B. Solid materials, including building materials, are not allowed to be discharged from the site with stormwater. All solid waste, including disposable materials incidental to the major construction activities, must be collected and placed in containers. The containers shall be emptied periodically by a contract trash disposal service and hauled away from the site.
- C. Substances that have the potential for polluting surface and/or groundwater must be controlled by whatever means necessary in order to ensure that they do not

discharge from the site. As an example, special care must be exercised during equipment fueling and servicing operations. If a spill occurs, it must be contained and disposed so that it will not flow from the site or enter groundwater, even if this requires removal, treatment, and disposal of soil in accordance with local and state regulations.

- D. All personnel involved with construction activities must comply with state and local sanitary or septic system regulations. Temporary sanitary facilities shall be provided at the site throughout the construction phase for use by all construction personnel and shall be serviced by a commercial operator at least once a week.
- E. Discharges resulting from groundwater dewatering activities at construction sites are permitted provided the groundwater is free of sediments, is not contaminated, and dewatering occurs in accordance with state and local governing agency regulations.
- F. Chemicals, paints, solvents, fertilizers, and other toxic material must be stored in waterproof containers. Except during application, the contents must be kept in trucks or within storage facilities. Runoff containing such material must be collected, removed from the site, treated, and disposed at an approved solid waste or chemical disposal facility.
- G. The discharge of hazardous substances or oil in the stormwater discharge(s) from a facility or activity shall be prevented. This does not relieve the operator of the reporting requirements of 40 CFR part 117 and 40 CFR part 302. The operator shall submit within 14 calendar days of knowledge of the release a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and remedial steps to be taken. The SWPPP must be modified within 14 calendar days of knowledge of the release to: provide a description of the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

# CONTRACTOR AND SUBCONTRACTOR CERTIFICATION

The Contractor and subcontractor(s) that will implement the pollutant control measures described in the SWPPP must be identified below. Each must sign a statement certifying that they understand the NPDES Generic permit authorizing stormwater discharges during construction. These statements must be maintained in the SWPPP file on site.

Printed Name		
Signature	Date	
"I certify under penalty of law that I unders and conditions of the Generic Permit for Small Construction Activities and this S prepared thereunder."	Stormwater Discharge from Large and	
CERTIFICATION: (Note signature requirements in	n Part VI.G. of the NPDES Generic Permit.)	
Business Telephone Number		
Business Address		
Business Name		
- · · · · · · · · · · · · · · · · · · ·		
Contractor implementing the SWPPP:		

# CONTRACTOR CERTIFICATION

The SWPPP has been prepared by:		
Business Name		
Business Address		
Business Telephone Number		
The Contractor who has prepared the SWPPP shall made if a certify under penalty of law that this document and all direction or supervision in accordance with a system deproperly gathered and evaluated the information submit or persons who manage the system, or those persons of information, the information submitted is, to the best of and complete. I am aware that there are significant penalticular including the possibility of fine and imprisonment for knowledge.	attachments were prepared under my signed to assure that qualified personnel ted. Based on my inquiry of the person directly responsible for gathering the my knowledge and belief, true, accurate, alties for submitting false information,	
Signature	Date	
Printed Name		
PART 2 PRODUCTS - Not Used		

**END OF SECTION** 

PART 3 EXECUTION - Not Used

#### REFERENCES

#### PART 1 GENERAL

# 1.01 Section Includes

Referenced standards and abbreviations

# 1.02 Referenced Standards

- A. Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.
- B. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

#### 1.03 Abbreviations

The following are definitions of abbreviations used within the Project Manual:

AA	Aluminum Association
AASHTO	American Association of State Highway and Transportation
	Officials
ACI	American Concrete Institute
ANCI	American National Standard Institute

ANSI American National Standard Institute
ASTM American Society for Testing and Materials

AWS American Welding Society

AWWA American Water Works Association CRSI Concrete Reinforcing Steel Institute

FDEP Florida Department of Environmental Protection

FDOT Florida Department of Transportation

FS Florida Statutes

NEC National Electrical Code

NECA National Electrical Contractors' Association
NEMA National Electrical Manufacturers Association

NSF National Sanitation Foundation

OSHA Occupational Safety and Health Administration

PS United States Products Standards SSPC Structural Steel Painting Council UL Underwriter's Laboratories, Inc.

FDOT Specification FDOT Standard Specification for Road and Bridge

Construction, latest edition

FDOT Index FDOT Roadway and Traffic Design Standards, latest

edition

Works Criteria.

PART 2 PRODUCTS - Not Used

**PART 3 EXECUTION - Not Used** 

# FDOT STANDARDS REFERENCE

# PART 1 GENERAL

#### 1.01 Section Includes

Instruction on the use and applicability of FDOT standards on the project

# 1.02 Requirements

- A. The Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest non-metric edition ("Standard Specifications"), and Roadway Traffic and Design Standards, latest non-metric edition ("Design Standards") are referenced herein as source documents for applicable technical specifications and construction details to be used in the construction of this project. The term "latest edition" refers to the latest edition implemented by FDOT and includes all FDOT implemented supplements.
- B. Method of Measurement and Basis of Payment is to be in accordance with these Contract Documents rather than the Florida Department of Transportation Standard Specifications. Any item which is detailed in the Plans and for which material types, sizes and quality are also called out, the "Design Standards" shall take preference over the plan detail unless otherwise directed by the Engineer.
- C. Where the FDOT Standard Specifications use the reference "Department", replace "Department" with "Owner", except for when such reference is to Department Standards and evaluation criteria.
- D. The Design Standards are referenced herein as a source document for applicable construction items and details called for in the plans for which a specific plan detail is not provided. The Contractor shall construct the items called for in the plans in accordance with the "Design Standards" unless otherwise defined or detailed in the plans or as directed by the Owner, Engineer or authorized representative.
- E. In case of conflict, the Project Manual takes precedence over FDOT specifications for a particular construction requirement.
- F. Copies of the latest implemented edition and implemented supplements of the Florida Department of Transportation Standard Specifications may be purchased from FDOT for a nominal charge. Copies are also for download via the internet at "www.dot.state.fl.us/specificationsoffice".
- G. The Contractor shall inform the Owner and Engineer in writing of any specification that the Contractor feels is ambiguous or conflicting with other plan notes and details prior to the construction of the associated item. The Engineer

will determine which information is to be used for construction. The Contractor is responsible for the removal and replacement of any item improperly constructed resulting from a misinterpretation of the specifications at no additional cost to the Owner.

# PART 2 PRODUCTS - Not Used

# PART 3 EXECUTION

# 3.01 General

The Contractor shall use Divisions Two (II) and Three (III) of the FDOT Specifications as they relate to methods of construction and material types and quality for the appropriate construction items contained within this project.

#### **QUALITY CONTROL**

#### PART 1 GENERAL

#### 1.01 Section Includes

Quality control, quality assurance

# 1.02 Quality Control

- A. It is the Contractor's responsibility to perform all work to a degree and in a manner that satisfies and complies with the Project requirements. In order to fulfill this responsibility, the Contractor is required to have an approved Quality Control Program, including testing, as part of his Contract work in accordance with the Contract Documents and to submit details of his Program to the Engineer for review and approval prior to commencing any construction operations. The submittal shall include detailed information on locations and number of all tests, etc., that will be necessary for the Contractor to make his own determination that the work is being performed in compliance with the Project requirements.
- B. As part of the Contractor's Quality Control Program included as part of his work, the Contractor shall employ and pay for an independent, approved soils testing laboratory to perform testing services outlined in these Contract Documents.
- C. The Contractor's Quality Control Program shall include, but not be limited to, the following in addition to the type and frequency of tests as required by the technical specifications:
  - 1. Piping and structural excavation, bedding and backfill materials and density quality control testing
  - 2. Determination of compactive effort needed for compliance with the density requirements.
  - 3. Portland cement concrete and asphalt paving quality control testing including design mix review, materials, field slump and air content, and field and lab cured strength samples and testing.
- D. In addition to Quality Control Testing, the Contractor shall be responsible for required testing or approvals for any work (or any part thereof) if laws or regulations of any public body having jurisdiction specifically require testing, inspections or approval. The Contractor shall pay all costs in connection therewith and shall furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all

costs in connection with any inspection or testing required in connection with Owner or Engineer acceptance of a supplier of materials or equipment proposed to be incorporated into the work.

- E. Any design or testing laboratory utilized by the Contractor shall be an independent laboratory acceptable to the Owner and the Engineer, approved in writing and complying with the latest edition of the "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories.
- F. Testing laboratories, whether provided by the Owner or the Contractor, shall promptly notify the Engineer and the Contractor of irregularities or deficiencies of work that are observed during performance of services. Laboratories shall submit two (2) copies of all reports directly to the Engineer and two (2) copies to the Contractor.

# 1.03 Quality Assurance

- A. In addition to the services provided by the laboratory paid for by the Contractor as a part of his work, the Owner, at his sole discretion, may employ an additional independent soils laboratory as part of Owner's Quality Assurance Program to verify that the work meets the requirements of the Contract Documents. The Owner furnished Quality Assurance testing may include the type and frequency of tests as required by the technical specifications. The Owner reserves the right to have additional tests made beyond those specified in the Contract Documents. The Contractor shall cooperate with the Owner and make the work and samples available for Owner testing at no additional cost in case the Owner chooses to have additional Owner furnished testing performed. It is the sole responsibility of the Contractor to see that his work meets all provisions of the Contract Documents.
- B. The Contractor shall cooperate with the soils laboratory personnel and provide access to the work to be tested. The Contractor shall notify the Engineer and Owner's testing laboratory sufficiently in advance of operations to allow scheduling of tests. The Contractor shall furnish casual labor and facilities to obtain and handle samples at the site and to store and cure test samples as required.

# 1.04 Testing of Materials

- A. Unless otherwise specified, all materials shall be sampled and tested in accordance with the latest published standard methods of ASTM in effect at the time bids are received. If no ASTM Standards apply, applicable standard methods of the Federal Government or of other recognized agencies shall be used.
- B. Test of materials shall be made by a representative of the Contractor, unless otherwise provided. Testing of equipment shall be the responsibility of the Contractor or an authorized manufacturer's representative. All test results shall be furnished to the Engineer in writing. The Contractor shall provide facilities

- required to collect and forward samples. The Contractor shall furnish the required samples without charge.
- C. The Contractor shall not make use of or incorporate in the work, the materials represented by the sample until tests have been made and the material found to be in accordance with the requirements of the Specifications.
- D. Materials to be tested and the applicable test procedure shall be as outlined in the individual sections of these Specifications.

# 1.05 Source and Quality of Materials and Equipment

- A. The source of materials to be used shall be in accordance with the Contract Documents and as approved by the Engineer before delivery. The approval of the source of any material shall continue as long as the material conforms to the Specifications.
- B. All material not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the work. If in place, faulty materials shall be removed by the Contractor at his expense and replaced with acceptable material unless permitted otherwise by the Owner. No defective materials that have been subsequently corrected shall be reused until approval has been given.
- C. Upon failure of the Contractor to comply immediately with any order of the Engineer to remove and replace defective material, the Owner shall have authority to remove and replace defective materials, and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor. Failure to reject any defective materials or work at the time of installation shall in no way prevent later rejection when such defects are discovered, nor obligate the Owner to final acceptance.

# 1.06 Additional Testing

In addition to soils laboratory and materials testing, the Contractor shall perform other testing called for in the Contract Documents including but not limited to piping, pressure, leakage, infiltration and exfiltration, as appropriate.

PART 2 PRODUCTS - Not Used

**PART 3 EXECUTION - Not Used** 

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#### **TEMPORARY FACILITIES AND CONTROLS**

# PART 1 GENERAL

#### 1.01 Section Includes

Construction facilities, controls, temporary utilities, project identification signs, field office and storage sheds, storage of materials and equipment.

#### 1.02 Related Sections

Section 01550 - Maintenance of Traffic

#### 1.03 Submittals

- A. Prior to installation of construction facilities and temporary controls, submit the items for review and approval.
- B. Project identification sign N/A

# 1.04 Construction Facilities and Temporary Controls

All construction facilities and temporary controls remain the property of the Contractor establishing them and shall be maintained in a safe and useful condition until removed from the construction site.

# 1.05 Removal of Temporary Construction

Remove the various temporary facilities, services, and controls and legally dispose of them as soon as the Engineer deems permissible. Portions of the site used for temporary facilities shall be properly reconditioned and restored to a condition acceptable to the Engineer.

# 1.06 Transportation and Handling

- A. Manufactured materials and products shall be delivered to the project site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact.
- B. Materials other than those designated within the Specifications or approved by the Engineer shall not be delivered to the project site.

# 1.07 Storage and Protection

A. The Contractor shall be responsible for protection and preservation of all materials until final acceptance of the Project. Any damage to work prior to

acceptance shall be remedied by the Contractor at no additional cost to the Owner.

B. Provide temporary weather-tight enclosures to protect work from damage by the elements, and protect finished surfaces to prevent any damage resulting from the work of any trade.

# 1.08 Security

- A. Contractor shall, at all times, be responsible for the security required in all project areas and shall provide all reasonable protection to prevent damage, injury or loss to employees on the Work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any subcontractors; and any other property under the care, custody or control of the Contractor or any subcontractors. Contractor shall be responsible for such security and safety until final acceptance of the Work.
- B. Full time watchmen will not be specifically required as a part of the Contract, but the Contractor shall provide inspection of work area daily and shall take whatever measures are necessary to protect the safety of the public, workmen, and materials, and provide for the security of the site, both day and night.

# **PART 2 PRODUCTS**

# 2.01 Temporary Electric Service

- A. Furnish and maintain temporary lighting and power required to perform the Work. Include in the Bid all costs for providing temporary electrical service.
- B. Temporary service shall include protective enclosures, branch wiring, outlets, lamps, and grounding as required by NEC and Local Electrical Codes.

# 2.02 Temporary Heating

The Contractor shall furnish fuel or power and provide and operate all temporary heating units. Heat shall be provided as necessary to perform the Work. Temporary heating units shall be adequately vented and approved devices which will not damage finished areas. The Contractor shall also furnish all tarpaulins and temporary enclosures necessary to provide this protection.

# 2.03 Temporary Ventilation

The Contractor shall provide, operate, and furnish power for temporary ventilation required for the proper installation and curing of materials and safety of workmen.

# 2.04 Temporary Water

- A. Provide a temporary water distribution system for all construction purposes and pay for all water used. Obtain temporary meters from the local water utility as required and pay all associated fees.
- B. Furnish potable drinking water in suitable dispensers and with cups for use of all employees at the job.
- C. Provide all temporary piping, hoses, etc., required to transport water to the point of usage by all trades.

# 2.05 Temporary Sanitary Facilities

Provide temporary toilet facilities as required. Maintain these during the entire period of construction under this Contract for the use of all construction personnel on the job. Enough chemical toilets shall be provided to conveniently serve the needs of all personnel. Chemical toilets and their maintenance shall meet the requirements of State and local health regulations and ordinances.

# 2.06 Temporary Pumping and Site Drainage

Keep the site free from water at all times to permit continuous access and to prevent damage to the work.

#### 2.07 Material Hoists and Cranes

- A. Provide material hoists required for normal use by all trades and employ skilled hoist operators. Provide all necessary guards, signals, safety devices, etc., required for safe hoist operation. The construction and operation of material hoists shall be in accordance with the applicable ANSI Standards, the "Manual Code of Accident Prevention in Construction" of the Associated General Contractors of America, OSHA, and of other Federal, State, and municipal codes or ordinances. The Contractor shall prohibit the use of hoists for transporting personnel. Hoists shall be located to avoid risk of damage to completed work.
- B. Special rigging and hoisting facilities shall be provided by each trade requiring their use.

# 2.08 Temporary Runways, Scaffolding, and Ladders

- A. Provide temporary ladders, ramps, trench boxes and runways as required for performance and inspection of the work. The above facilities shall be constructed and maintained in accordance with the applicable Federal, State, and Municipal regulations and codes.
- B. Furnish, erect, and maintain all ladders, ramps, trench boxes and scaffolding as necessary or required for this work. Scaffolding shall be constructed and maintained in accordance with applicable State and Federal laws and local ordinances. Scaffolding shall be promptly removed after serving its purpose.

C. The structural strength and safety of scaffolding, runways, covers, railings, ladders, stairs, etc., and compliance with law shall be the sole responsibility of the Contractor.

# 2.09 Temporary Chutes - N/A

No materials shall be dropped from structures except through enclosed wooden or metal chutes which shall be provided and maintained as required for the performance of the work by the various trades.

# 2.10 Project Identification Sign - N/A

# 2.11 Contractor's Field Office and Storage Sheds

The Contractor shall provide field office and storage sheds as required for the performance of the Work and protection of materials and equipment.

# 2.12 Owner / Engineer Field Office - N/A

#### PART 3 EXECUTION

# 3.01 Access Roads and Parking Areas

- A. Construct temporary roadways and parking areas within the site as required to provide proper access to the site for delivery of material and equipment of all trades.
- B. At completion of the work or when directed by the Engineer, surfacing and subbase material used for the temporary road and parking areas shall be removed, unless otherwise approved by the Engineer.
- C. Repair any damaged sidewalks or roadways as part of this work.

# **MAINTENANCE OF TRAFFIC**

# **PART 1 GENERAL**

#### 1.01 Section Includes

Traffic and dust control

#### 1.02 Related Sections

Section 01520 - Temporary Facilities and Controls

# 1.03 Definitions

The term "Maintenance of Traffic" as used herein, shall include all facilities, devices, traffic control personnel, and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance.

#### 1.04 References

- A. Florida Department of Transportation Roadway and Traffic Design Standards
- B. Manual on Uniform Traffic Control Devices
- C. Orange County Public Works

#### 1.05 Submittals

Contractor shall provide a traffic control plan. Include proposed signs, markings, barricades, detour routes, sequencing, and phasing for vehicular and pedestrian traffic routes during construction.

#### 1.06 Qualifications

Provide at least one employee in the field (superintendent or foreman) who holds an IMSA (International Municipal Signal Association) Work Zone Traffic Control Safety Certification. This certified employee shall be on the job site when the traffic control measures are installed and when work is occurring within the zones.

# PART 2 PRODUCTS - Not Used

#### PART 3 EXECUTION

# 3.01 Site Preparation

- A. Contact property owners affected by construction. Coordinate temporary driveway closures and sequencing. Maintain access for all property owners during construction.
- B. Remove existing pavement markings and remove or relocate existing signs as necessary to implement traffic control.
- C. Install signs, markings, and barricades in accordance with approved traffic control plan.
- D. Implement lane closures in accordance with the parameters shown on the drawings and in the approved traffic control plan.
- E. Perform work in a manner that will cause minimum interruptions to traffic.
- F. Place excavated material outside roadway clear zones, and away from pedestrian facilities.
- G. All trenches shall be backfilled each day prior to the completion of construction activities.
- H. Where special hazards exist, install traffic control through the use of lighted concrete barriers, barricades, or other such traffic control facilities as needed to ensure public safety.

#### 3.02 Maintenance

- A. Inspect traffic control devices on a daily basis to ensure placement of barricades and function of lights is maintained throughout construction.
- B. Wet unstabilized areas as necessary to control dust.
- C. Adjust traffic control devices as required under emergency conditions.

## PRODUCT SELECTION AND SUBSTITUTION PROCEDURES

## PART 1 GENERAL

#### 1.01 Section Includes

Product selection and substitution procedures

#### 1.02 Product Selection

- A. Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, new at the time of installation.
- B. To the fullest extent possible, provide products of the same kind from a single source.
- C. Compatibility among product options is required. Where more than one choice is available as options during product selection, select an option which is compatible with other products and materials already selected.
- D. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
- E. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- F. Where Contract Documents are at variance with specific manufacturer's details and installation procedures, contact Engineer for resolution prior to start of work.
- G. For products specified by naming a number of products and manufacturers and "or equal", select any of the products and manufacturers listed, or propose a substitution. If the Contractor wishes to propose a substitution, the Contractor must submit a request for product substitution for approval by the Engineer and Owner.
- H. For products specified naming only one product and manufacturer or a number of products and manufacturers without the "or equal" allowance, no substitutes are allowed.
- I. For products specified by reference standards only, the Contractor may provide any product complying with the specified standard.
- J. For products specified by performance and descriptive methods, without naming manufacturer's products, the Contractor may provide the products of any

manufacturer complying with the Contract Documents, subject to the review of product data and concurrence by the Engineer as specified herein.

### 1.03 Substitutions

- A. The intent of these Specifications is to provide the OWNER with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.
- B. If the Contractor wishes to provide a product other than one named in the Specifications, he shall submit sufficient information to the Engineer for evaluation and determination of acceptability of the product prior to deadline for submitting questions as shown in Section 00100.
- C. The Contractor is responsible for obtaining information required by the Engineer for the evaluation of products. The Engineer is responsible for determination of the equality of products, and his decision shall be final, except as otherwise provided by law and funding agency regulations.
- D. Substitution requests can be made after Bid Opening when:
  - 1. A specified product is no longer available
  - 2. The product cannot be delivered by the manufacturer in a timely manner
  - 3. The product is found to be incompatible with other specified products
  - 4. Proposed substitutions will yield a cost savings to the Owner
- E. The Contractor shall be responsible for the constructability and performance of any substitute materials requested by the Contractor and approved by the Engineer or by the Owner. The Contractor shall ensure that any approved substitute materials will perform to the intent of the specified materials, at no additional cost or time to the Owner, including the costs of installation, testing, repair, or correction of the utility system due to the performance or lack thereof of the substitute material.

PART 2 PRODUCTS - Not Used

**PART 3 EXECUTION - Not Used** 

### CONTRACT CLOSEOUT

## PART 1 GENERAL

### 1.01 Section Includes

Substantial completion requirements, clean-up, final completion requirements, closeout submittals

## 1.02 Clean-Up Operations

- A. The entire project site shall be thoroughly cleaned at the completion of the work.
- B. Clean all installed pipelines, structures, sidewalks, paved areas, accumulated silt in ponds, plus all adjacent areas affected by construction, as directed by the Owner or jurisdictional agency. Equipment to clean these surfaces shall be subject to approval by the Owner.

# 1.03 Substantial Completion Requirements

- A. Complete the following before requesting the inspection for certification of substantial completion.
  - 1. Submit as-built drawings.
  - 2. Deliver tools, spare parts, extra stocks of material and similar physical items to the Owner.
  - Complete required cleaning and testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock-ups, and similar elements.
  - 4. Complete final cleaning up requirements, including touch-up painting of marred surfaces.
  - 5. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Work is not substantially complete until regulatory agency letters of clearance for placing systems into service are received by the Owner.

### 1.04 Closeout Submittals

Upon completion of the project, or portions thereof, the Contractor shall transfer to the Owner all applicable items accumulated throughout construction. These include but are not limited to the following items:

- 1. Service manuals, installation instructions, special tools, and specialties.
- 2. Spare parts ordered as part of this Contract.

- 3. Submittal of the Material and Workmanship Bond.
- 4. Submittal of manufacturers' guarantees, bonds, and letters of coverage extending beyond the time limitations of the Contractor's guarantee.
- 5. Delivery of any salvaged or borrowed materials or equipment to the Owner
- 6. Record documents of completed facilities.
- 7. Checklist indicating satisfactory completion of all unfinished items from the final inspection.
- 8. Waivers of lien from Contractor plus all Subcontractors and Suppliers.
- 9. Consent of Surety.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

### SITE PREPARATION

## PART 1 GENERAL

#### 1.01 Section Includes

- A. Layout of work and protection of bench marks.
- B. Protection of structures, trees, or vegetation to remain.
- C. Clearing and grubbing.
- D. Stripping and storing topsoil.

### 1.02 Related Sections

A. Section 02370 - Erosion and Sedimentation Control

### 1.03 Coordination

- A. Notify the following utility owners which may have utilities in the project area and coordinate with them to avoid service interruptions and/or safety hazards:
  - 1. Valencia Water Control District
  - 2. Orange County Utilities
  - 3. Spectrum
  - 4. Verizon
  - 5. Central Florida Gas
  - 6. Tampa Electric
- B. Contact "Sunshine State, One-Call" by dialing "811", to determine if there are other utilities in the area, and their location. For additional information: www.callsunshine.com.

## PART 2 PRODUCTS - Not Used

## PART 3 EXECUTION

### 3.01 Bench Marks and Monuments

Maintain all existing bench marks, monuments and other reference points; if destroyed, replacement costs will be deducted from payments due the Contractor.

# 3.02 Laying Out Work

- A. Base lines, property lines, and easement lines, are shown on the Drawings. Bench marks utilized are also shown on the drawings. If the bench marks are disturbed as a result of construction activities, reestablish such items by utilizing a surveyor licensed in the state where the project is located.
- B. Stake out the construction, establish lines and levels, temporary bench marks, batter boards, centerlines and reference points for the work, and verify all dimensions relating to interconnection with existing features.
- C. Report any inconsistencies in the proposed grades, lines and levels, dimensions and locations to the Engineer before commencing work.
- D. Contain all construction activities within the right-of-way, easements, and property secured by the Owner, as shown on the drawings. Do not disturb surrounding properties or travel on surrounding properties without written consent from the property owner. Repair or reconstruct damaged areas on an immediate basis. All costs for repairs shall be the responsibility of the Contractor.

## 3.03 Burning

Burning is not allowed. All debris must be hauled off site and disposed of properly.

### 3.04 Protection of Trees and Shrubs

- A. Protect all trees and shrubs located outside the right-of-way, easements, and Owner secured property, particularly those trees and shrubs located adjacent to work areas.
- B. Within the right-of-way, easements, and Owner secured property, the intent is to allow tress and shrubs to remain in accordance with the following schedule:
  - 1. Site access area trees and shrubs to remain where located more than 15 feet from edge of construction travel areas, or outside the limits of excavation or fill areas, whichever is further.
  - 2. Bank restoration construction trees and shrubs to remain outside a 15 foot wide path.
- C. Protect branches, trunks, and roots of trees and shrubs that are to remain. Trees to remain in the construction area shall be boxed, fenced or otherwise protected before any work is started; remove boxing when directed by the Engineer. Do not permit heavy equipment or stockpiles within branch spread. Remove interfering branches without injury to trunks and cover scars with tree paint.

### 3.05 Relocation of Utilities

A. Active utilities which do not interfere with the work shall be supported and protected from damage. After obtaining the Engineer's approval, relocate or

remove active utilities which will interfere with work as indicated. Pay for all damage to active utilities and for relocation or removal of all interfering utilities which are ascertainable from Drawings, surveys, site inspection or encountered during construction.

- B. Coordinate with each utility and pay all costs associated with the protection of existing facilities during construction. Also coordinate necessary relocations or other construction related matters with each utility.
- C. Inactive or abandoned utilities and appurtenant structures encountered shall be removed to avoid interference as directed by the Engineer. Exposed ends of abandoned lines shall be plugged or capped in a water-tight manner.

## 3.06 Clearing and Grubbing

- A. Areas to receive clearing and grubbing shall include all areas to be occupied by the proposed improvements, areas for fill and site grading, and borrow sites. Remove trees outside of these areas only as indicated on the Drawings or as approved in writing by the Engineer.
- B. Clearing shall consist of removing trees and brush and disposal of other materials that encroach upon or otherwise obstruct the work.
- C. Exercise extreme care during the clearing and grubbing operations. Do not damage existing structures, fences, pavement, pipes or utilities.
- D. Grubbing shall consist of removing and disposing of stumps, roots larger than 2" in diameter, and matted roots. Remove to a depth of not less than 18" below the original surface level of the ground.
- E. All combustible debris and refuse from site preparation operations shall be removed to legal offsite disposal areas.

## 3.07 Topsoil Removal

- A. All areas to be occupied by proposed improvements, and borrow sites shall be stripped of all brush, weeds, grass, roots and other material.
- B. Remove all loamy, organic topsoil suitable for seeding and planting to whatever depth encountered and store separately from other excavated material. Stockpile in designated areas and provide for proper drainage. Cover storage piles as required to prevent windblown dust.
- C. All removed topsoil shall be stockpiled within the project work area. Topsoil can be incorporated into the project in all areas that are to be grassed.
- D. Dispose of unsuitable topsoil as specified under disposal of debris. Excess topsoil shall be removed from site unless specifically noted on Contract Drawings.

# 3.08 Disposal of Debris

- A. All combustible debris and refuse from site preparation operations shall be removed to legal offsite disposal areas.
- B. All non-combustible debris (not including acceptable fill material, fences, or other structures), resulting from site preparation operations shall become the property of the Contractor and shall be removed to legal offsite disposal areas.

### **DEWATERING - IF REQUIRED**

## PART 1 GENERAL

#### 1.01 Section Includes

Dewatering design and operation requirements

#### 1.02 Related Sections

Section 02370 - Erosion and Sedimentation Control

# 1.03 General Requirements

- A. Obtain the services of a qualified dewatering specialist to provide dewatering plan as may be necessary to complete the Work. Contractor shall be solely responsible for the design, installation, operation, maintenance, and any failure of any component of the system.
- B. Dewatering discharge from the site shall comply with all FDEP, NPDES SJRWMD general permit requirements and state water quality standards. Provide all testing and permitting required and comply with all treatment or disposal methods required to meet all local, state and federal requirements.
- C. Design and provide dewatering system using accepted and professional methods consistent with current industry practice to eliminate water entering the excavation under hydrostatic head from the bottom and/or sides. Design system to prevent differential hydrostatic head which would result in floating out soil particles in a manner termed as a "quick" or "boiling" condition. System shall not be dependent solely upon sumps and/or pumping water from within the excavation where differential head would result in a quick condition, which would continue to worsen the integrity of the excavation's stability.
- D. Provide dewatering system of sufficient size and capacity to prevent ground and surface water flow into the excavation and to allow all Work to be installed in a dry condition.
- E. No additional payment will be made for any supplemental measures to control seepage, groundwater, or artesian head.
- F. If dewatering equipment needed exceeds any of the following: 1) 6" pump volute; 2) 100,000 GPD total 24 hour (1 day) dewatering, and; 3) 1,000,000 GPD pump capacity, the Contractor shall be required to permit the dewatering system with the water management district.

G. Contractor shall be responsible for and shall repair without cost to the Owner any damage to work in place, or other contractor's equipment, utilities, residences, highways, roads, railroads, private and municipal well systems, adjacent structures, natural resources, habitat, existing wells, and the excavation, including, damage to the bottom due to heave and including but not limited to, removal and pumping out of the excavated area that may result from Contractor's negligence, inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

## PART 2 PRODUCTS - Not Used

### PART 3 EXECUTION

# 3.01 General Requirements

- A. Control, by acceptable means, all water regardless of source and be fully responsible for disposal of the water.
- B. Confine discharge piping and/or ditches to available easement or to additional easement obtained by Contractor.
- C. Control groundwater in a manner that preserves strength of foundation soils, does not cause instability or raveling of excavation slopes, and does not result in damage to existing structures. Where necessary to these purposes, lower water level in advance of excavation, utilizing wells, wellpoints, jet educators, or similar positive methods. Maintain the groundwater level to a minimum of 2 feet below excavations. Provide piezometers if directed by the Engineer to document the groundwater level is being maintained.
- D. Commence dewatering prior to any appearance of water in excavation and continue until Work is complete to the extent that no damage results from hydrostatic pressure, flotation, or other causes.
- E. Open pumping with sumps and ditches shall be allowed, provided it does not result in boils, loss of fines, softening of the ground, or instability of slopes.
- F. Install wells and/or wellpoints, if required, with suitable screens and filters, so that continuous pumping of fines does not occur. During normal pumping, and upon development of well(s), levels of fine sand or silt in the discharge water shall not exceed 5 ppm. Install sand tester on discharge of each pump during testing to verify that levels are not exceeded.
- G. Control grading around excavations to prevent surface water from flowing into excavation areas.
- H. Remove subgrade materials rendered unsuitable by excessive wetting and replace with approved backfill material at no additional cost to the Owner.
- I. Walls shall not be exposed to water pressure before structural work at the next higher level has properly cured and the cantilever action of walls is eliminated.

- J. Any dewatering pumps within 1500-ft of private residences shall be equipped with satisfactory sound suppression.
- K. Water from dewatering activities shall be disposed in a manner that does not cause flooding, erosion, or the transfer of sediments and meets all water quality criteria fro discharge.

## 3.02 Maintaining Excavation in Dewatering Condition

- A. Dewatering shall be a continuous operation. Interruptions due to power outages or any other reason will not be permitted.
- B. Continuously maintain excavation in a dry condition with positive dewatering methods during preparation of subgrade, installation of pipe, and construction of structures until the critical period of construction and/or backfill is completed to prevent damage of subgrade support, piping, structure, side slopes, or adjacent facilities from flotation or other hydrostatic pressure imbalance.
- C. Provide standby equipment on site, installed, wired, and available for immediate operation if required to maintain dewatering on a continuous basis in the event any part of the system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, perform such work as may be required to restore damaged structures and foundation soils at no additional cost to Owner.
- D. System maintenance shall include but not be limited to 24-hour supervision by personnel skilled in the operation, maintenance, and replacement of system components, and any other work required to maintain excavation in dewatered condition.

## 3.03 System Removal

Remove all dewatering equipment from the site, including wells and related temporary electrical service.



### **COMPACTION CONTROL AND TESTING**

#### PART 1 GENERAL

## 1.01 Description

- A. Work Specified Herein and Elsewhere
  - 1. Work under this Section includes:
    - a. Placement, compaction control, and field density testing requirements for all earthwork, including pavement subgrade.
  - 2. Related work specified elsewhere:
    - a. Trenching, bedding, and backfilling Section 02320.
    - b. Excavation and Fill Section 02315.
    - c. Finish Grading Section 02310.
    - d. Paving Section 02740.

## 1.02 Testing

A. Tests will be performed by an approved independent soils laboratory, approved by the City, to insure adequate density is being obtained. The Contractor shall employ and pay for an independent, approved soils testing laboratory to perform testing services outlined in these Contract Documents, Section 01450. The laboratory shall submit test reports to the ENGINEER and the City for review.

### **PART 2 PRODUCTS**

#### 2.01 Materials

A. All materials and products are specified elsewhere in Division 2.

### PART 3 EXECUTION

### 3.01 Fill Placement

- A. Compacted material that has been flooded and no longer meets the density specified shall be removed, replaced and recompacted.
- B. If the in-place surface has dried, sprinkle with water before placing the next lift. The surface of smooth lifts shall be scarified before the next lift is placed.

- C. Where fill is required on both sides of structures, fill and compact simultaneously on opposite sides in even layers. Other filling sequences shall be as specifically indicated on the Drawings.
- D. Fill shall be spread in uniform horizontal lifts. The material shall be thoroughly mixed to insure a uniform moisture content slightly wetter than optimum but not greater than 5 percent above optimum water content as determined by the Modified Proctor Test, ASTM D1557.
- E. Where cohesive structural fill is used, the moisture content when compacted shall be within 3 percent of the optimum moisture content. If the fill does not have a natural water content which falls within the acceptable range, the Contractor shall mix, dry, or moisten as necessary.
- F. Place and compact each lift over an entire area prior to placing successive lifts, unless otherwise approved by the ENGINEER.
- G. All materials shall be placed in loose lift thicknesses indicated hereafter.

## 3.02 Compaction

- A. Unless otherwise indicated, the type of equipment and number of passes required to obtain the specified degree of compaction shall be determined at the site, subject to the approval of the Engineer.
- B. Provide mechanical compaction for cohesive material and vibratory compaction for granular materials, unless otherwise approved by the Engineer. Vibratory compaction is not allowed within 100 feet of existing structures. In these areas, compaction shall be accomplished by static means only. If compaction difficulties arise, the Engineer shall be consulted to review and possibly modify compaction procedures.
- C. Noncohesive soils shall be compacted with vibrating roller or equivalent; cohesive soils shall be compacted with sheeps-foot roller, pneumatic tamping, or approved equivalent, unless otherwise indicated.
- D. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

## E. Topsoil

1. Topsoil, as specified in Section 02310, shall be compacted with a "cultipacker", roller, or approved equivalent equipment weighing 100 to 160 pounds per lineal foot of roller width.

## 3.03 Fill Lift Thicknesses and Compaction Densities

A. Unless otherwise indicated or approved by the ENGINEER, place fills in the loose lift thicknesses indicated hereafter and compact to a dry density not less

than the following percentage of maximum dry density, determined by the Modified Proctor Test, ASTM D1557, unless otherwise noted.

# 3.04 Testing

- A. The Contractor shall assist in providing samples for the following field density tests to insure required densities are being obtained:
  - 1. One test for each 10,000 square feet or fraction thereof per lift of general backfilling.
  - 2. Two tests for each 10,000 square feet or fraction thereof per lift of structural fill under slabs or pavements.
  - 3. One test per lift for each other type of fill, if so directed by the ENGINEER.
- B. Tests shall be in accordance with ASTM D1557 or other tests suitable for the materials being tested.
- C. The Contractor will pay for initial field density tests. Subsequent tests and associated costs necessitated as a result of the initial tests failing to meet specified requirements will be at the expense of the Contractor.

TYPE OF FILL	USAGE	THICKNESS	REQ'D % OF LIFT MODIFIED PROCTOR TEST
Trenched Pipe Bedding	Beneath piping	6"	95 D1557
Trenched Pipe Cover	Over and/or around piping	6"	95 D1557
Utilities Trench Backfill	"Influence area" beneath other piping or utility lines	8"	95 D1557
	"Influence area" beneath rigid paving and railroad trac	6" ks.	95 D1557
	"Influent area" beneath non-rigid paving	9"	95 D1557
	Adjacent to or under structures	9"	98 D1557
	Croplands, plant site, lawns and landscaped	12"	85 D1557

areas.

Preloading	Soil stabilization	12"	85 D1557
Structural Fill	All locations under major structures and all lagoon structures.	6"	98 D1557
	All locations under minor structures (manholes, etc.)	6"	95 D1557
Impermeable Fill	All locations	6"	98 D1557
Granular Fill	Below concrete slab bedding, foundations, rigid paving, and excavated areas adjacent to structures	8"	98 D1557
	All other uses	12"	85 D1557
Granular Bedding	Beneath concrete slabs	6"	95 D1557
Granular Drainage Blanket	Below concrete slabs, paving, or piping	9"	95 D4253
	All other uses	12"	85 D4253
Granular Filter	Around open joint or perforated drain pipes and at pressure relief valves	9"	95 D1557
Structural Backfill	See Trench Backfill		
General Site Grading	Lagoon Embankment Lagoon bentonite - soil mixtures	8" 	95 D1557 95 D1557
	Fill for abandoned or demolished structures	12"	85 D1557
	Fill in other locations not covered herein	12"	85 D1557
	Topsoil placement	12"	85 D1557

"Influence area" shall be considered the area within lines sloped downward at 45 degrees from the outer edges of paving, foundations, and utility lines.



### **FINISH GRADING**

## **PART 1 GENERAL**

#### 1.01 Section Includes

Topsoil placement, grading of site

### 1.02 Related Sections

- A. Section 02230 Site Preparation
- B. Section 02315 Excavation and Fill
- C. Section 02320 Trenching, Bedding, and Backfilling

### 1.03 References

- **A.** American Association of State Highway and Transportation Officials (AASHTO) latest edition:
  - 1. AASHTO T267 Determination of Organic Matter in Soils by Loss on Ignition

### **PART 2 PRODUCTS**

## 2.01 Topsoil

- A. Topsoil shall be fertile, friable, natural topsoil typical of the area, free from subsoil, stones, plants, roots or other extraneous material and shall not be used while muddy or frozen.
- B. Topsoil shall contain not less than 8% organic matter (AASHTO T267). The topsoil shall consist of either natural topsoils typical of the locality and free from coarse stone aggregate or surface soils stripped from the site and enriched with humus at a rate of 8% by volume. The soil mixture prepared by mixing surface soils and humus shall be free of oil, cinders, coarse stone, and woody root material.

### PART 3 EXECUTION

### 3.01 General

Provide all topsoil placement and finish grading and filling to achieve the lines and grades indicated on the Drawings. All earthwork shall be done in a manner that provides drainage.

## 3.02 Topsoil Placement

Place topsoil in all areas of new grading. The compacted subgrade to receive topsoil shall be scarified to a depth of 3 inches. Topsoil shall be spread evenly and compacted to a thickness of not less than 6 inches, to the proposed elevations and grades. Grade flush with walks, curbs, and paving.

## 3.03 Finish Grading

- A. All areas of the project including all previously grassed areas that have been disturbed, borrow sites, excavated and filled sections and adjacent transition areas shall be uniformly smooth-graded. Depressions from settlement shall be filled and compacted. Tops of embankments and breaks in grade shall be rounded. All surfaces shall be finished to provide adequate drainage. Finished surfaces shall be reasonably smooth, compacted, free from irregular surface changes and comparable to the smoothness obtained by blade-grader operations.
- B. Slope grades to drain away from structures at a minimum of ¼-inch per foot for 10 feet.
- C. Finished surfaces adjacent to paved or surfaced areas and within 10 feet of structures shall be within 1 inch of the proposed grade. All other areas shall be within 3 inches of the proposed grade.
- D. Newly graded areas shall be protected from traffic and erosion. All settlement or washing away that may occur from any cause prior to seeding or acceptance shall be repaired and grades re-established to the required elevations and slopes at no additional cost to the Owner.
- E. Unless otherwise indicated, dispose of all surplus material.

## **EXCAVATION AND FILL**

### PART 1 GENERAL

### 1.01 Section Includes

- A. Excavation and fill for roads, ponds, general site work
- B. Sheeting, shoring and bracing
- C. Compaction

## 1.02 Related Sections

- A. Section 02230 Site Preparation
- B. Section 02240 Dewatering
- C. Section 02310 Finish Grading
- D. Section 02320 Trenching, Bedding, and Backfilling
- E. Section 02370 Erosion and Sedimentation Control

### 1.03 References

- **A.** American Association of State Highway and Transportation Officials (AASHTO) latest edition:
  - 1. AASHTO M145 Classification of Soils and Soil Aggregate Mixtures
  - 2. AASHTO T180 Moisture-Density Relations of Soils Using a 10-lb Rammer and 18-in Drop
  - B. American Society for Testing and Materials (ASTM) latest edition:
    - ASTM D1557 Laboratory Compaction Characteristics of Soil Using Modified Effort
    - 2. ASTM D2487 Classification of Soils for Engineering Purposes
  - C. Occupational Safety and Health Administration (OSHA) Regulations, including:
    - 1. Part 1926 Subpart P Excavations

## 1.04 Definitions

A. Bedding = Aera from bottom of trench to centerline of pipe

- B. Backfill = material placed in newly excavated areas to the topsoil, paving subgrade, or foundation level.
- C. Influence Area = the area within lines sloped downward at 45E from the outer edges of paving, foundations, and utility lines.

# 1.05 Quality Assurance

- A. Field density testing frequencies:
  - 1. One test for each 10,000 square feet or fraction thereof per lift of general backfilling, minimum 2 tests each layer.
  - 2. One test for each 100 square feet or fraction thereof of backfill around and under structures.
  - One test per lift per each change in type of fill.
  - 4. One test per 1000 square feet of pavement subgrade, minimum of 2 tests.
- B. **Not applicable** Pond construction shall result in the finished pond having side slopes and dimensions that are in accordance with the construction drawings. It is the Contractor's sole responsibility to ensure that these requirements have been met. If the constructed side slopes are steeper than the required side slopes, or the pond volume is not within three (3) percent of the design volume, the Contactor may be required to make corrections to the pond at no additional cost to the Owner.
- C. Sheeting, shoring, and bracing used for the support of excavations over 20 feet deep shall be designed by a professional engineer licensed by the State of Florida.
- D. If the Contractor encounters unsuitable soil conditions during construction, the City and the City Inspector shall be notified immediately. The Contractor shall identify the limits containing unsuitable soils conditions and determine the necessary import/export quantities. These quantities shall be approved by either the City or Engineer.

## 1.06 Preconstruction Requirements

Precondition surveys and vibration monitoring are required for those areas where residential structures are within 100 feet of the proposed construction.

### PART 2 PRODUCTS

### 2.01 General

It is intended that previously excavated materials conforming to the following requirements be utilized wherever possible. The quantities for import/export material identified for this project are based on the subsoil removal areas outlined in the FDOT construction plans. The Contractor shall provide a per cubic yard (cy) cost for removal and replacement of unsuitable material. If the volumes are determined to be fewer, the

Contractor shall issue a credit back to the City for this anticipated work. However, if the quantities are greater than what is anticipated, the Contractor shall hold their cy cost throughout the project.

#### 2.02 Materials

- A. Acceptable materials (suitable material): AASHTO M145 classification A-1, A-3, A-2-4, A-2-6; ASTM D2487 classification GW, GP, GM, SM, SW, SP; unless otherwise disapproved within the Soil and Subsurface investigation reports. No more than 12% of acceptable materials shall pass the number 200 sieve.
- B. Unacceptable materials (unsuitable material): AASHTO M145 classification A-2-5, A-2-7, A-4, A-5, A-6, A-7, A-8; ASTM D2487 classification GC, SC, ML, MH, CL, CH, OL, OH, PT; unless otherwise approved within the Soil and Subsurface investigation reports.
- C. Controlled low strength material ("excavatable flowable fill") shall meet the requirements of FDOT specification section 121, with a 28-day compressive strength of 80-100 psi.

## 2.03 Sheeting, Shoring, and Bracing

- A. The structural strength and safety of all sheeting, shoring and bracing shall be the sole responsibility of the Contractor. Repair any damage resulting from failure to provide adequate supports.
- B. Provide timber work, shoring, bracing, sheeting, and sheet piling where necessary to retain banks of excavations, prevent cave-in of adjacent ground, prevent displacement of utilities and structures, and to protect public safety.
- C. Contractor is solely responsible for the design, installation, and operation of dewatering systems and their safety and conformity with local codes and regulations.

#### PART 3 EXECUTION

## 3.01 General Construction Requirements

- A. Provide suitable temporary drainage channels for any water that may flow along or across the work as specified hereafter.
- B. Provide barriers, warning lights and other protective devices at all excavations.
- C. Sidewalks, roads, streets, and pavements shall not be blocked or obstructed by excavated materials, except as authorized by the Engineer, in which case adequate temporary provisions must be made for satisfactory temporary passage of pedestrians, and vehicles. Minimize inconvenience to public travel or to tenants occupying adjoining property.

- D. Where necessary to place excavated material adjacent to buildings, erect barriers to keep earth at least 4' from such buildings. Earth deposited on lawns shall be promptly and carefully removed to preserve the turf. All trees, shrubs, and landscaping shall be protected. Boring and jacking shall be used, if necessary, except where written permission is granted to remove trees and shrubs.
- E. If open excavations cross existing rigid surfacing, the surfacing shall be removed for a width one foot beyond the anticipated edge of the excavation. The pavement break shall be sawed to insure a straight joint. Surface replacement shall match existing surfacing except as otherwise indicated on the Drawings. Where open excavation is allowed along or across public roadways, excavation, backfill, and surface replacement shall conform to the requirements of all permits applicable thereto. In no case shall surface replacement edges bear on less than 12" of undisturbed soil.

## 3.02 Preparation

- A. Identify required lines, levels, contours, and datum.
- B. Locate and identify existing utilities that are to remain and protect from damage.
- C. Notify utility companies to remove or relocate utilities that are in conflict with proposed improvements.
- D. Protect plant life, lawns, fences, existing structures, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.
- F. Prior to placing fill in low areas, such as previously existing ditches, ponds, or lakes, perform following procedures:
  - 1. Drain water out by gravity with ditch having flow line lower than lowest elevation in low area. If drainage cannot be performed by gravity ditch, use adequate pump to obtain the same results.
  - 2. After drainage of low area is complete, remove mulch, mud, debris, and other unsuitable material by using acceptable equipment and methods that will keep natural soils underlying low area dry and undisturbed.
  - 3. If proposed for fill, muck, mud, and other materials removed from low areas shall be dried on-site by spreading in thin layers for observation by Engineer. Material shall be inspected and, if found to be suitable for use as fill material, shall be incorporated into lowest elevation of site filling operation, but not under building or pavement subgrade or within 10'-0" of perimeter of building subgrade or paving subgrade. If, after observation by Engineer, material is found to be unsuitable, unsuitable material shall be removed from site.

# 3.03 Sheeting, Shoring, and Bracing

- A. Furnish, install, and maintain, without additional compensation, sheeting, bracing, and shoring support required to keep excavations within the easement provided, to support the sides of the excavation, and to prevent any movement which may damage adjacent pavements or structures, damage or delay the work, or endanger life and health. Voids outside the supports shall be immediately filled and compacted.
- B. Sheeting, where required, shall be driven below the bottom of excavation so the lowest set of wales and struts are above the bottom of the excavation to allow necessary working room.
- C. The Engineer may direct in writing that supports in trenches be cut off at any specified elevation, in which case Contractor shall be paid for the supports left in place.
- D. Contractor may leave in place, to be embedded in the backfill of the excavation, any or all supports for the purpose of preventing injury to persons or property, whether public or private. However, no supports which are within 4' of the ground or pavement surface may be left in place without written permission of the Engineer. No extra payment will be made for supports left in place at the Contractor's option.
- E. All supports not left in place shall be removed in such manner as to avoid endangering the piping, structures, utilities or property, whether public or private. All voids left by the withdrawal of sheeting shall be immediately filled and compacted.
- F. The right of the Engineer to order supports left in place shall not be construed as creating an obligation on his part to issue such orders. Failure by the Engineer to exercise this right shall not relieve the Contractor from total liability for damages to persons or property resulting from the failure of the Contractor to leave in place sufficient supports to prevent any caving or moving of the ground adjacent to the excavation.

### 3.04 Excavation

- A. Do not excavate for any structure until that structure is scheduled for construction. Excavate only to the depth and dimensions necessary for the construction. Slope sides of excavations in accordance with OSHA requirements and the recommendations contained within the project geotechnical report.
- B. The bottom of all excavations shall be undisturbed earth unless otherwise indicated, and shall be approved by the Engineer before any subsequent work is started. Over excavate a minimum of 2 feet where excavations occur within unsuitable soils, and replace over excavated material with suitable soils.

- C. Excavations carried below depths indicated on the Drawings without the previous approval of the Engineer shall be filled with 2500 psi concrete or flowable fill to the correct level at the expense of the Contractor.
- D. Maintain excavations in good order. If the bearing capacity of the foundation soils is reduced because the excavation is allowed to remain open prior to commencing work, the weathered soil shall be removed and replaced with 2500 psi concrete or flowable fill at the Owner's discretion at the expense of the Contractor.
- E. All suitable materials removed from excavation areas shall be used for the project. Excess excavated suitable material shall be stockpiled on site at a location of the Owner's choosing, and shall become the property of the Owner, unless otherwise indicated on the Drawings.
- F. Suitable onsite excavated materials containing silty or slightly clayey to clayey fine sands shall be sufficiently dried by surface spreading and discing if necessary, or by mixing with cleaner fine sands prior to placement in fill areas.
- G. Unsuitable materials within the influence area of construction shall be excavated, removed from the site, and disposed, unless otherwise indicated on the Drawings.
- H. Excavations shall be kept dry, compacted, and stable to a depth two feet below the bottom of the excavation.
- I. If portions of the bottom of excavations consist of material unstable to such a degree that, in the opinion of the Engineer, it cannot adequately support the construction, the bottom shall be over excavated and stabilized with approved coarse granular stabilization material. Depth of stabilization shall be as directed by the Engineer. The initial 50 tons of stabilization shall be incidental to the Contract. Compensation will be allowed only for such additional quantities as the Engineer shall direct in writing to be placed.

### 3.05 Filling

- A. All fill material shall be suitable soils or flowable fill. Fill placed within 1 foot of structures shall not contain rock or stone larger than 2-inch diameter. If a sufficient quantity of suitable material is not available from other excavations within the site, provide additional suitable material or flowable fill.
- B. Fill within the influence area of roadways, structures, foundations, or slabs, shall be placed in layers of 8-inch loose depth. In all other areas, place fill in layers of 12-inch loose depth.
- C. Take necessary precautions not to cause settlement or damage to adjacent slabs, walls, structures, or foundations. Place fill materials evenly adjacent to structures, without wedging against structures.

D. Where filling is required on both sides of structures, fill and compact simultaneously on opposite sides in even layers.

## 3.06 Compaction

- E. Unless otherwise indicated, the type of equipment and number of passes required to obtain the specified degree of compaction shall be determined at the site, subject to the approval of the Engineer.
- F. Provide mechanical compaction for cohesive material and vibratory compaction for granular materials, unless otherwise approved by the Engineer. Vibratory compaction is not allowed within 100 feet of existing structures. In these areas, compaction shall be accomplished by static means only. If compaction difficulties arise, the Engineer shall be consulted to review and possibly modify compaction procedures.
- G. Noncohesive soils shall be compacted with vibrating roller or equivalent; cohesive soils shall be compacted with sheeps-foot roller, pneumatic tamping, or approved equivalent, unless otherwise indicated.
- H. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

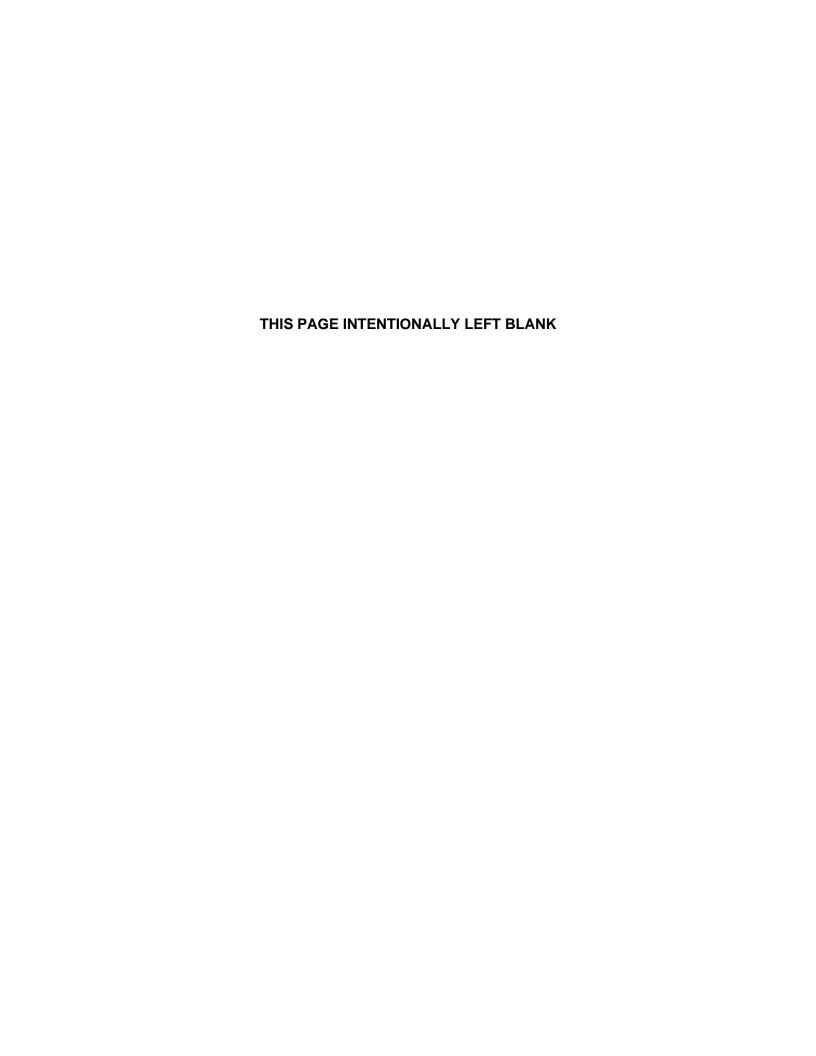
## 3.07 Testing and Cleanup

- B. Provide for testing and cleanup as soon as practicable, so these operations do not lag far behind pipe installation. Perform preliminary cleanup and grading operations immediately after backfilling.
- B. All surplus excavated material shall be disposed of by the Contractor.

## 3.08 Field Quality Control

- A. Minimum Density Requirement (ASTM D1557 or AASHTO T180):
  - 1. All Fill within the project corridor shall be compacted to 98%

Where fill is placed and differing density requirements are defined, the more stringent density requirement governs.



## TRENCHING, BEDDING, AND BACKFILLING

## PART 1 GENERAL

#### 1.01 Section Includes

- A. Trenching for piping and electrical work.
- B. Excavation for manholes, junction boxes, meter vaults, and appurtenances.
- C. Sheeting, shoring and bracing
- D. Bedding, backfilling, and compaction.

### 1.02 Related Sections

- A. Section 02230 Site Preparation
- B. Section 02240 Dewatering
- C. Section 02310 Finish Grading
- D. Section 02315 Excavation and Fill
- E. Section 02370 Erosion and Sedimentation Control

### 1.03 References

- A. American Association of State Highway and Transportation Officials (AASHTO) latest edition:
  - 1. AASHTO M145 Classification of Soils and Soil Aggregate Mixtures
  - 2. AASHTO T180 Moisture-Density Relations of Soils Using a 10-lb Rammer and 18-in Drop
- B. American Society for Testing and Materials (ASTM) latest edition:
  - ASTM D1557 Laboratory Compaction Characteristics of Soil Using Modified Effort
  - 2. ASTM D2487 Classification of Soils for Engineering Purposes
- C. Occupational Safety and Health Administration (OSHA) Regulations, including:
  - 1. Part 1926 Subpart P Excavations

## 1.04 Definitions

- A. Bedding Area from bottom of trench to centerline of pipe
- B. Backfill = material above the top of pipe to the topsoil, paving sub-grade, or foundation level.
- C. Influence Area = the area within lines sloped downward at 45E from the outer edges of paving, foundations, and utility lines. As a minimum, the influence area shall extend 5 feet beyond the edge of pavement (where there is no curb) or 5 feet beyond the back of curb.

## 1.05 Quality Assurance

- A. Field density testing frequencies:
  - 1. Two tests for each 300 linear feet of pipeline or fraction thereof per lift of general backfilling in the pipeline trench.
  - 2. One test for each 100 square feet or fraction thereof of backfill around and under structures, with a minimum of two tests per lift.
  - 3. One test per lift per each change in type of fill.
- B. Sheeting, shoring, and bracing used for the support of excavations over 20 feet deep shall be designed by a professional engineer licensed by the State of Florida.

# 1.06 Preconstruction Requirements

Precondition surveys and vibration monitoring are required for those areas where residential structures are within 100 feet of the proposed construction.

## **PART 2 PRODUCTS**

### 2.01 General

It is intended that previously excavated materials conforming to the following requirements be utilized wherever possible.

## 2.02 Materials

- A. Acceptable materials (suitable material): AASHTO M145 classification A-1, A-3, A-2-4, A-2-6; ASTM D2487 classification GW, GP, GM, SM, SW, SP; unless otherwise disapproved within the Soil and Subsurface investigation reports. No more than 12 percent of acceptable materials shall pass the number 200 sieve.
- B. Unacceptable materials (unsuitable material): AASHTO M145 classification A-2-5, A-2-7, A-4, A-5, A-6, A-7, A-8; ASTM D2487 classification GC, SC, ML, MH, CL, CH, OL, OH, PT; unless otherwise approved within the Soil and Subsurface investigation reports.

C. Controlled low strength material ("excavatable flowable fill") shall meet the requirements of FDOT specification section 121, with a 28-day compressive strength of 80-100 psi.

## 2.03 Sheeting, Shoring, and Bracing

- A. The structural strength and safety of all sheeting, shoring and bracing shall be the sole responsibility of the Contractor. Repair any damage resulting from failure to provide adequate supports.
- B. Provide timber-work, shoring, bracing, sheeting, and sheet piling where necessary to retain banks of excavations, prevent cave-in of adjacent ground, prevent displacement of utilities and structures, and to protect public safety.
- C. Contractor is solely responsible for the design, installation, and operation of dewatering systems and their safety and conformity with local codes and regulations.

### PART 3 EXECUTION

## 3.01 General Construction Requirements

- A. Provide suitable temporary drainage channels for any water that may flow along or across the work as specified hereafter.
- B. Provide barriers, warning lights and other protective devices at all excavations.
- C. Sidewalks, roads, streets, and pavements shall not be blocked or obstructed by excavated materials, except as authorized by the Engineer, in which case adequate temporary provisions must be made for satisfactory temporary passage of pedestrians, and vehicles. Minimize inconvenience to public travel or to tenants occupying adjoining property.
- D. Where necessary to place excavated material adjacent to buildings, erect barriers to keep earth at least 4' from such buildings. Earth deposited on lawns shall be promptly and carefully removed to preserve the turf. All trees, shrubs, and landscaping shall be protected. Boring and jacking shall be used, if necessary, except where written permission is granted to remove trees and shrubs.
- E. If open excavations cross existing rigid surfacing, the surfacing shall be removed for a width one foot beyond the anticipated edge of the excavation. The pavement break shall be sawed to insure a straight joint. Surface replacement shall match existing surfacing except as otherwise indicated on the Drawings. Where open excavation is allowed along or across public roadways, excavation, backfill, and surface replacement shall conform to the requirements of all permits applicable thereto. In no case shall surface replacement edges bear on less than 12 inches of undisturbed soil.

# 3.02 Preparation

- A. Identify required lines, levels, contours, and datum.
- B. Locate and identify existing utilities that are to remain and protect from damage.
- C. Notify utility companies to remove or relocate utilities that are in conflict with proposed improvements.
- D. Protect plant life, lawns, fences, existing structures, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.

## 3.03 Sheeting, Shoring, and Bracing

- A. Furnish, install, and maintain, without additional compensation, sheeting, bracing, and shoring support required to keep excavations within the easement provided, to support the sides of the excavation, and to prevent any movement which may damage adjacent pavements or structures, damage or delay the work, or endanger life and health. Voids outside the supports shall be immediately filled and compacted.
- B. Sheeting, where required, shall be driven below the bottom of excavation so the lowest set of wales and struts are above the bottom of the excavation to allow necessary working room.
- C. The Engineer may direct in writing that supports in trenches be cut off at any specified elevation, in which case Contractor shall be paid for the supports left in place.
- D. Contractor may leave in place, to be embedded in the backfill of the excavation, any or all supports for the purpose of preventing injury to persons or property, whether public or private. No supports shall be left in place without the written permission of the Engineer. No supports which are within 4 feet of the ground or pavement surface may be left in place without written permission of the Engineer. No extra payment will be made for supports left in place at the Contractor's option.
- E. All supports not left in place shall be removed in such manner as to avoid endangering the piping, structures, utilities or property, whether public or private. All voids left by the withdrawal of sheeting shall be immediately filled and compacted.
- F. The right of the Engineer to order supports left in place shall not be construed as creating an obligation on his part to issue such orders. Failure by the Engineer to exercise this right shall not relieve the Contractor from total liability for damages to persons or property resulting from the failure of the Contractor to leave in

place sufficient supports to prevent any caving or moving of the ground adjacent to the excavation.

# 3.04 Trenching

- A. All excavations shall be made by open cut unless otherwise indicated. Sides of trenches shall be kept as nearly vertical as possible from the trench bottom to a level of one foot above the top of the pipe. Slope sides of trenches in accordance with OSHA requirements and the recommendations contained within the project geotechnical report.
- B. Excavation of trenches shall not advance more than 50 feet ahead of completed pipe installation except as approved by the Engineer.
- C. Excavate trenches to depth indicated or required for indicated flow lines and invert elevations. Over excavate trenches a minimum of 2 feet where excavations occur within unsuitable soils, and replace over excavated material with suitable soils.
- D. Where rock is encountered, carry excavation 6 inches below scheduled elevation and backfill with a 6 inch layer of crushed stone or gravel prior to installation of pipe.
- E. For pipes or conduit 5 inches or less, excavate to indicated depths. Hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.
- F. For pipes or conduit 6 inches or larger, and other work indicated to receive subbase, excavate to subbase depth indicated, or, if not otherwise indicated, to 6 inches below bottom of work to be supported.
- G. Except as otherwise indicated, excavate for pressure piping so top of piping is minimum 3 feet below finished grade.
- H. Unsuitable excavated materials shall be removed from the site and disposed, unless otherwise indicated on the Drawings.
- I. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.
- J. Trench bottoms shall be kept dry, compacted, and stable to a depth two feet below the bottom of the trench.
- K. Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide 9 -12 inch clearance on each side of pipe or conduit.
- L. If more than one pipe is to be installed in a trench, the pipes shall be spaced at the minimum requirements for separation between water and sanitary sewer lines.

- M. If portions of the bottom of trenches consist of material unstable to such a degree that, in the opinion of the Engineer, it cannot adequately support the pipe or structure, the bottom shall be over excavated and stabilized with approved coarse granular stabilization material. Depth of stabilization shall be as directed by the Engineer. The initial 50 tons of stabilization shall be incidental to the Contract. Compensation will be allowed only for such additional quantities as the Engineer shall direct in writing to be placed.
- N. Do not backfill trenches until tests and/or inspections have been made.

## 3.05 Trench Backfilling

- A. Following placement of pipe and inspection of joints, install tamped bedding material. Place bedding fill materials in layers of 6 inch loose depth.
- B. All bedding and backfill material shall be suitable soils or flowable fill. Backfill material within 1 foot of pipe and appurtenances shall not contain rock or stone larger than 2 inch diameter. If a sufficient quantity of suitable material is not available from the trench or other excavations within the site, provide additional suitable material or flowable fill.
- C. After completion of bedding and preliminary approval of piping and testing, the pipe shall be covered to a point one foot above the top of the pipe for the full trench width, placed in layers of 8 inch loose depth.
- D. Place backfill over pipe. Where trench is within the influence area of roadways, structures, foundations, or slabs, place backfill in layers of 8 inch loose depth. In all other areas, place backfill in layers of 12 inch loose depth.
- E. Take necessary precautions not to cause settlement or damage to adjacent slabs, walls, structures, or foundations. Place backfill and fill materials evenly adjacent to structures, without wedging against structures or displacement of piping or conduit.

## 3.06 Minor Structural Excavation and Backfilling

- A. Minor structures are defined as manholes, junction boxes, inlets, valve vaults, and meter vaults. Do not excavate for any structure until that structure is scheduled for construction. Excavate only to the depth and dimensions necessary for the construction.
- B. The bottom of all excavations shall be undisturbed earth unless otherwise indicated, and shall be approved by the Engineer before any subsequent work is started. Over excavate a minimum of 2 feet where excavations occur within unsuitable soils, and replace over excavated material with suitable soils.
- C. Excavations carried below depths indicated on the Drawings without the previous approval of the Engineer shall be filled with 2500 psi concrete or flowable fill at the Owner's discretion to the correct level at the expense of the Contractor.

- D. Maintain excavations in good order. If the bearing capacity of the foundation soils is reduced because the excavation is allowed to remain open prior to commencing work, the weathered soil shall be removed and replaced with 2500 psi concrete or flowable fill at the Owner's discretion at the expense of the Contractor.
- E. Do not backfill until new concrete has properly cured, coatings have been approved, and any required tests have been accepted.
- F. Fill within the influence area of roadways, structures, foundations, or slabs, shall be placed in layers of 8 inch loose depth. In all other areas, place fill in layers of 12 inch loose depth.
- G. Exercise care during backfilling operations to avoid any puncture, break or other damage to waterproofing systems, if any. Backfill adjacent to waterproofing in the presence of the Engineer.
- H. Where backfilling is required on both sides of structures, backfill and compact simultaneously on opposite sides in even layers. Other backfilling sequences shall be as specifically noted.

# 3.07 Compaction

- A. The City standards for compaction are 98% of the maximum density per AASHTO T-180, with no more than 5% passing through the #200 sieve, for pipe bedding and trench backfill. However, if the EXISTING soil composition does not meet these requires, allowing for 98% AASHTO T-180, the Contractor can defer to the FDOT compaction requirements, which are 95% AASHTO T-180 outside the roadway and 98% AASHTO T-180 under the existing roadway.
- B. Unless otherwise indicated, the type of equipment and number of passes required to obtain the specified degree of compaction shall be determined at the site, subject to the approval of the Engineer.
- C. Provide mechanical compaction for cohesive material and vibratory compaction for granular materials, unless otherwise approved by the Engineer. Vibratory compaction is not allowed within 100 feet of existing structures. In these areas, compaction shall be accomplished by static means only. If compaction difficulties arise, the Engineer shall be consulted to review and possibly modify compaction procedures.
- D. Noncohesive soils shall be compacted with vibrating roller or equivalent; cohesive soils shall be compacted with sheeps-foot roller, pneumatic tamping, or approved equivalent, unless otherwise indicated.
- E. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

## 3.08 Testing and Cleanup

- A. Provide for testing and cleanup as soon as practicable, so these operations do not lag far behind pipe installation. Perform preliminary cleanup and grading operations immediately after backfilling.
- B. All surplus excavated material shall be disposed of by the Contractor.

## 3.09 Field Quality Control

- A. Minimum Density Requirement (ASTM D1557 or AASHTO T180):
  - 1. Backfill placed under and within the influence area of roadways, structures, slabs, foundations = 98 percent
  - 2. Backfill placed within swale and road embankment = 95 percent
  - 3. Backfill placed within public road right-of-way and utility easements = 95 percent
  - 4. Backfill placed within landscape areas = 85 percent
  - 5. Backfill placed within all other areas = 90 percent

Where backfill is placed and differing density requirements are defined, the more stringent density requirement governs.

#### **EROSION AND SEDIMENTATION CONTROL**

# PART 1 GENERAL

#### 1.01 Section Includes

Designing, providing, maintaining, and removing temporary erosion and sedimentation controls.

# 1.02 Related Sections

- A. Section 01415 Stormwater Pollution Prevention / NPDES Requirements
- B. Section 02230 Site Preparation
- C. Section 02240 Dewatering
- D. Section 02320 Trenching, Bedding, and Backfilling

#### 1.03 References

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Roadway and Traffic Design Standards, and Erosion, Sediment and Control Manual, latest editions:
  - 1. Erosion, Sediment and Control Manual, Silt Fences
  - 2. Erosion, Sediment and Control Manual, Turbidity Barriers
  - 3. Erosion, Sediment and Control Manual, Geosynthetic Barrier

# 1.04 Owner's Instructions / Sequencing

- A. Owner has authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, trenching, borrow and embankment operations. Owner also has authority to direct Contractor to provide immediate permanent or temporary erosion and sediment control measures.
- B. Contractor shall respond to erosion and sediment control maintenance requirements or implement additional measures to control erosion ordered by Owner or governing authorities within 48 hours or sooner if required at no additional cost to the Owner.
- C. Contractor will be required to incorporate permanent erosion control features into project at earliest practical time to minimize need for temporary controls.

D. Contractor shall determine own means and methods for the proposed construction. In areas that require removal of existing stormwater infrastructure, Contractor shall replace with like-for-like materials.

#### **PART 2 PRODUCTS**

#### 2.01 Erosion Control

- A. Seeding and Mulching
- B. Sodding
- C. Hydro-seeding
- D. Coarse Aggregate

#### 2.02 Sedimentation Control

- A. Silt Fence Per FDOT Standards
- B. Floating Turbidity Barriers Per FDOT standards
- C. Geosynthetic Barriers Per FDOT standards
- D. Curb Inlet Sump Barrier Per FDOT standards

#### PART 3 EXECUTION

# 3.01 Erosion Control

- A. Maintain temporary erosion control systems as directed by Owner or governing authorities to control erosion and siltation during life of contract.
- B. The erosion and sediment control measures shown on the plans represent a minimum requirement. The Contractor is responsible for determining additional erosion and sediment control measures needed in order to prevent the transfer of sediment from the project area and prevent the erosion of surfaces during construction, as needed to protect adjacent properties and water bodies.
- C. Permanently grass cut slopes as excavation proceeds to extent considered desirable and practical.
- D. Grass all disturbed areas within 7 days of initial disturbance. Type of grassing shall be as follows: temporary grassing to be sodding at all drainage structures, retention areas, swales and ditches, and where slopes are steeper than 5:1. Temporary grassing can be seed and mulch at all other locations unless otherwise indicated in the drawings or specifications.
- E. Erosion control of areas to be paved shall meet the following:

- Install subgrade and base course materials within 48 hours of the removal/open cutting of existing pavement consisting of streets, driveways, or sidewalk. Install final surface courses within 14 days after removal of existing pavement.
- Areas to receive asphalt shall receive erosion control measures no later than 48 hours after installation of base course. Temporary erosion control consists of placement of a bituminous prime coat and sanding the surface. Permanent erosion control consists of placement of the structural course.
- Areas to receive concrete paving shall be either protected with a layer of FDOT coarse aggregate material or shall be paved within 48 hours of installation of the subgrade.
- F. Dirt roads are to be stabilized and compacted within 7 days of the completion of trenching and grading activities.

#### 3.02 Sedimentation Control

- A. Install prior to construction.
- B. Inspect every two weeks during construction.
- C. Remove any sediment build-up.
- D. Repair and reinstall any damaged or missing sediment control measures. Install additional measures if inspection reveals additional sedimentation control is necessary.
- E. Rough excavate and grade any proposed stormwater ponds at the start of site grading activities. Direct site runoff to the ponds to minimize runoff to offsite areas.

**END OF SECTION** 





#### **LAWNS AND GRASSES**

# PART 1 GENERAL

#### 1.01 Section Includes

Soil preparation, sodding, seeding, mulching, fertilizing, watering, and maintenance of grassed areas

# 1.02 References

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest implemented edition.

# 1.03 Submittals

All sod shall have a valid and current state of Florida, Division of Plant Industry (DPI) inspection certification prior to being transported to the construction site. Submit the DPI certification to the Engineer and maintain a copy of the certification onsite with the construction records.

# 1.04 Warranty

All seeding shall be warrantied by the General Contractor to be true to name and in a vigorous growing condition through one growing cycle including one summer and one winter season.

#### 1.05 Maintenance

Maintenance for lawns shall begin immediately after seeding or sodding. Provide watering, mowing and replanting and continue as necessary until a close healthy stand of specified grasses is established.

#### PART 2 PRODUCTS

# 2.01 Lime

Lime shall be agricultural grade dolomitic limestone, ground sufficiently fine so that at least 80 percent will pass through a No. 8 sieve, and it shall contain not less than 80 percent calcium carbonate equivalent. Moisture content at time of delivery shall not exceed 8 percent.

# 2.02 Fertilizer

Fertilizer shall be a composition recommended by a local County Agricultural Agent or State Agricultural Extension Service or a preformulated 10-6-4 mixture.

#### 2.03 Water

Water shall be free from oil, acid, alkali, salts, and other harmful substances.

#### 2.04 Sod

- A. Sod shall be either field or nursery grown sod that is native to the locality of the Project. The Contractor shall obtain Engineer's approval of the source of the sod prior to cutting the sod.
- B. Sod grown on soil high in organic matter, such as peat, will not be acceptable. The consistency of sod shall be such that it will not break, crumble or tear during handling and placing. Sod shall be reasonably free of stones, crab grass, noxious weeds, and other objectionable plants or substances injurious to plant growth.
- C. Sod shall have at least 1 inch of soil adhering firmly to the roots and cut in rectangular pieces with the shortest side not less than 12 inches. At the time of cutting sod the grass shall be mowed to a height not less than 2 inches nor more than 4 inches.
- D. Sod cut for more than 48 hours shall not be used without the approval of the Engineer.
- E. Bermuda Sodding shall be 419 Tifway Bermuda.
- F. Bahia Sodding shall be Argentine Bahia Sod.
- G. If so designated on the drawings, Bahia Sodding along coastal areas subject to high salt content shall be Seashore Paspalum Bahia (Paspalum vagination), such as Sea Isle 1, as produced by Turfgrass America, or approved equal.

# 2.05 Seeding and Mulching

- A. Permanent grass seed shall be Argentine Bahia, in accordance with FDOT specification 981.
- B. Temporary grass seed shall be annual rye grass in accordance with FDOT specification 981.
- C. Mulch shall be dry mulch in accordance with FDOT specification 981.

# **PART 3 EXECUTION**

# 3.01 Regrading of Topsoil

Topsoil shall be graded reasonably smooth and level after final settlement. All humps shall be removed and depressions or eroded areas filled in with additional topsoil before proceeding with seeding or sodding.

# 3.02 Preparation for Sodding or Seeding

- A. Preparation shall not be started until all other site and utility work and finished grading within the areas to be seeded have been completed.
- B. Loosen topsoil by tilling it to a depth of at least 3 inches and smooth out all surface resulting irregularities. Leave area free of rocks or hard soil clods that will not pass through the tines of a standard garden rake.
- C. At least 7 days before applying fertilizer, spread lime uniformly in sufficient quantity to produce a soil pH of 6.5. Work lime thoroughly into topsoil to a depth of 3 inches.
- D. Apply fertilizer uniformly at a rate of 20 pounds per 1000 square feet. Work fertilizer into soil prior to seeding or sodding.

# 3.03 Sodding

- A. Provide sod in areas indicated on the Drawings. Sodding shall also be used in ditches and drainage swales and on all embankment slopes steeper than 3 to 1 unless protection is provided against erosion of seeding.
- B. Place sod with the edges in close contact and alternate courses staggered. Lightly tamp or roll to eliminate air pockets. On slopes 2 to 1 or steeper, stake sod with not less than 4 stakes per square yard and with at least one stake for each piece of sod. Stakes shall be driven with the flat side parallel to the slope. Do not place sod when the ground surface is frozen or when air temperature may exceed 90 degrees F. Water the sod thoroughly within 8 hours after placement and as often as necessary to become well established.
- C. In ditches, the sod shall be placed with the longer dimension perpendicular to the flow of water in the ditch. On slopes, starting at the bottom of the slope, the sod shall be placed with the longer dimension parallel to the contours of the ground.
- D. All exposed edges of sod shall be buried flush with the adjacent turf.

# 3.04 Seeding and Mulching

- A. Scatter seed uniformly over the grassing area while the soil is still loose and moist at the rate of 100 pounds per acre.
- B. Seed of quick growing species of grass, such as rye, Italian rye, millet or other cereal grass, shall be spread in conjunction with the permanent type seed mixture. The type of quick-growth seed used shall be appropriate to provide an early ground cover during the particular season when planting is done. The rate of spread shall be 30 pounds per acre, unless otherwise specified.
- C. Apply approximately 2 inches, loose thickness, of the mulch material uniformly over the seeded area, and cut into the soil so as to provide an early ground cover

- during the particular season when planting is done. The rate of spread shall be 30 pounds per acre, unless otherwise specified.
- D. Roll thoroughly the entire seeded area immediately after completion of the seeding.

# 3.05 Watering

Immediately after placing erosion control or mulch, water seeded areas thoroughly with a fine mist spray. Keep soil thoroughly moist until seeds have sprouted and achieved a growth of 1 inch. For sod, immediately begin watering and continually keep moist until the sod has firmly knit itself to the topsoil.

#### 3.06 Protection of Work

Protect newly seeded and sodded areas from all traffic by erecting temporary fences and signs. Protect slopes from erosion. Properly and promptly repair all damaged work when required.

# 3.07 Application of Fertilizer

Six weeks after completion of seeding or sodding apply granular fertilizer over all areas at the rate of two pounds of nitrogen nutrients per 1000 square feet of area.

# 3.08 Clean-Up

At the time of final inspection of work, but before final acceptance, remove from seeded and sodded areas all debris, rubbish, excess materials, tools, and equipment.

# 3.09 Lawn Replacement

Lawns not showing a close uniform stand of healthy specified grasses at the end of the warranty period shall be replaced and maintained until acceptance. Scattered bare spots, none of which is larger than one square foot, will be allowed up to a maximum of 3% of the total area.

**END OF SECTION** 

#### **CONCRETE FORMS – IF REQUIRED**

#### PART 1 GENERAL

#### 1.01 Section Includes

General formwork, forms, form liners, and coatings, form ties.

#### 1.02 Related Sections

Section 03150 - Concrete Accessories

#### 1.03 References

- A. American Concrete Institute (ACI) latest edition:
  - 1. ACI 301 Structural Concrete for Buildings
  - 2. ACI 318 Building Code Requirements for Reinforced Concrete
  - 3. ACI 347 Guide to Formwork for Concrete
  - 4. ACI SP-4 Formwork for Concrete

# 1.04 System Description

Provide formwork to produce members of the size, shape, and exterior finish required, for the structural adequacy of the forms to carry construction loads without excessive deflection, and for the safe use of forms in connection with completion of the concrete work. The Contractor shall be responsible for any injury or damage arising from inadequate forms or from premature removal of formwork.

#### 1.05 Submittals

Submit samples of patterned concrete form liner panels and form ties.

# PART 2 PRODUCTS

#### 2.01 Formwork

- A. Form ties shall be a watersealing snap-in type. For patterned concrete, use stainless steel snap ties.
- B. Plywood forms and liners shall be minimum grade B-B High Density Overlay Concrete Form Panels, Class I.
- C. Formwork lumber shall be straight and clean. All nails shall be withdrawn and surfaces in contact with concrete shall be thoroughly cleaned before reuse

D. Metal forms shall be in accordance with ACI SP-4.

# 2.02 Patterned Concrete Form Liners

- A. The special liners shall be configured in such a manner as to produce patterned finish concrete that will duplicate the surface appearance of the cut limestone building panels. The location, extent, and configuration of the surface treatment shall be as indicated on the Drawings. In addition to form release agents, rustication may be slightly beveled, approximately 1 to 8 maximum, to facilitate form release.
- B. Produce the patterned concrete with a smooth finish by using either plywood and/or tempered hardboard, complying with requirements for Grade A Forms, in conjunction with finished lumber, or approved fiberglass liners; or an approved equal liner. Liner joint marks shall not be apparent.

#### PART 3 EXECUTION

#### 3.01 General

- A. Coordinate with other trades and properly place and locate in position all necessary dowels, bolts, anchors, anchor slots, inserts, sleeves, openings, hangers, metal ties and other fastening devices required for attachment and support of adjacent work. Securely anchor all embedded items.
- B. Formwork shall comply with ACI 347 and to shape, lines and dimensions of the members as indicated on the Drawings. Joints in forms shall be horizontal or vertical. Forms shall be properly braced or tied to maintain position and shape under all dead and live loads and to prevent leakage. Forms shall be assembled so their removal will not damage the concrete. Tolerances for formed surfaces shall be in compliance with ACI 301.
- C. Lumber formwork may be used for surfaces which will not be exposed to view. Use plywood or metal forms for exposed surfaces.
- D. Provide temporary openings at the base of forms greater than 4 feet high, if necessary, to facilitate cleaning and inspection immediately before depositing concrete.
- E. All external corners of concrete exposed to view shall be chamfered by using 3/4 inch by 3/4 inch by 45 degree wood stripping, except as otherwise indicated on the Drawings.

#### 3.02 Grade A Forms

- A. Unless otherwise indicated, Grade A forms shall be used for all exposed concrete.
- B. Grade A forms shall consist of steel forms lined with 3/16 inch thick tempered hardboard or 1/4 inch thick plywood, or by using plywood forms.

C. Full sized sheets shall be used wherever possible. The edges of all sheets shall be straightened to insure tight, close fitting joints. Bulges or depressions more than 1/8 inch in 4 feet will not be permitted. Open joints which would permit leakage shall be sufficient cause for rejection of forms. Other tolerances shall be as allowed by ACI 347.

#### 3.03 Grade B Forms

- A. Use lumber, plywood or metal forms. All joints shall be solidly backed, aligned and made leakproof.
- B. Unless otherwise indicated, Grade B Forms are intended for use where concrete will not be exposed to view, such as below grade, below normal liquid levels in water-retaining structures, or inside manholes, boxes, vaults, etc.

# 3.04 Surface Treatment of Formwork

The inside surface of lumber forms shall be soaked with clean water prior to placing concrete. All other forms shall be treated with an approved form oil or lacquer. If oil is used, all excess oil shall be wiped off.

# 3.05 Inspection of Formwork

Concrete shall not be placed until the forms have been inspected by the E/A to assure surfaces in conformance with the Drawings and Specifications. The inspection of formwork by the E/A does not relate to the structural adequacy or the safety of the formwork.

# 3.06 Removal of Forms

Forms shall be removed in accordance with requirements of ACI 318, without damaging the concrete. Leave shoring in place until concrete will safely support its own weight plus any live loads that may be placed upon it.

#### **END OF SECTION**

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#### **CONCRETE ACCESSORIES – IF REQUIRED**

#### PART 1 GENERAL

# 1.01 Section Includes

Construction joints, anchors and inserts, waterstops

# 1.02 Related Sections

- A. Section 03100 Concrete Forms
- B. Section 07900 Joint Sealants

# 1.03 References

- A. American Society for Testing and Materials (ASTM) latest edition:
  - 1. ASTM D1751 Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
  - 2. ASTM D1752 Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

# 1.04 Submittals

Provide samples and certifications of all proposed materials.

#### PART 2 PRODUCTS

#### 2.01 Joint Fillers

- A. Joint fillers shall be products of the following manufacturers, or equal
  - 1. W. R. Meadows, Inc., Elgin, Illinois
  - 2. W. R. Grace and Co., Cambridge, Massachusetts
- B. Preformed sponge rubber joint filler shall conform to ASTM D1752, Type I.
- C. Preformed cork joint filler shall conform to ASTM D1752, Type II.
- D. Preformed bituminous fiber joint filler shall be non\_extruding type conforming to ASTM D1751.
- E. Control joint strips shall have a minimum depth of 25 percent of slab thickness and a minimum thickness of 1/8 inch.

#### 2.02 Joint Sealants

Sealants for joints shall be in accordance with Section 07900.

# 2.03 Waterstop

- A. Waterstop shall be either rubber (SBR or Neoprene) or PVC and shall be dense, homogeneous and uniform. PVC is preferred. Holes and imperfections shall be cause for rejection
- B. Waterstops for construction joints shall be 4 inch by 3/16 inch minimum split waterstop or 6 inch by 3/8 inch minimum with hollow center bulb. Waterstops for expansion joints shall be 9 inch by 3/8 inch with 3/4 inch hollow center bulb. Multiple rib type of waterstop is preferred, if available. Where size and type of waterstop are not indicated, 6 inch by 3/8 inch minimum with hollow center bulb shall be used.
- C. Provide prefabricated tees, crosses, and other configurations as required for all intersections of waterstop.

#### PART 3 EXECUTION

# 3.01 Preparation

Remove existing concrete and provide openings for installation of new work as indicated on Drawings. Repair all damage to existing work caused by concrete removal.

# 3.02 General

- A. Arrange construction joint bulkheads to allow concrete to be placed between construction joints in one continuous operation.
- B. Provide construction joints with shear transfer keyways and waterstops as indicated. Unless otherwise indicated on the Drawings, spacing of construction joints for walls shall not exceed 75 feet.
- C. Erect bulkheads where shown on the Drawings or where approved by the E/A. Bulkheads shall be at right angles to the main reinforcement and shall produce a tongue and grooved joint of the configuration indicated on the Drawings. Install waterstop as indicated.
- D. Obtain the E/A's approval if it becomes necessary to eliminate or relocate construction joints shown on the Drawings.
- E. Tops of edge forms, bulkheads and screeds shall be set to the finished elevations and to provide uniform pitch to drains as indicated on Drawings.

# 3.03 Horizontal Joints

Provide methods of achieving a leakproof joint. No horizontal construction joints will be permitted in slabs.

# 3.04 Vertical Joints

Joints in reinforced slabs shall be perpendicular to the axis or plane of the members joined.

# 3.05 Expansion Joints

- A. Provide expansion joints and waterstops where indicated. Joint fillers shall be placed on each side of waterstops.
- B. Unless otherwise indicated, provide preformed sponge rubber or preformed cork filler. Allow for installation of two component traffic grade polyurethane sealant in compliance with Section 07900.
- C. For drives, pavements, parking areas, walks and slabs on grade, provide preformed non-extruding asphalt strip or bituminous fiber joint filler set 1/8\_inch below finished surface unless otherwise indicated. Tool concrete edges on each side of joint. No sealant is required.
- D. Unless otherwise indicated, provide preformed sponge rubber or cork filler with allowance for installation of two-component polysulfide sealant in compliance with Section 07900.
- E. Unless otherwise indicated, provide preformed sponge rubber or cork filler with allowance for installation of two component polysulfide sealant in compliance with Section 07900.

# 3.06 Waterstops

- A. Provide continuous waterstops where so indicated on the Drawings
- B. Embed approximately half of the waterstop on each side of the joint. Field splice and joint PVC waterstop by heat sealing butt joints. Rubber waterstop shall be spliced or jointed with solid web rubber unions and the manufacturer's approved cold applied cement.
- C. All splices and joints shall be in accordance with the manufacturer's recommendations to produce a water-tight joint. Lap splices will not be permitted. Support and protect the waterstop during construction. Repair or replace all damaged waterstop.

#### **END OF SECTION**

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# CONCRETE REINFORCEMENT - IR REQUIRED

# **PART 1 GENERAL**

#### 1.01 Section Includes

Reinforcement for concrete, not including reinforcement for masonry.

#### 1.02 References

- B. American Concrete Institute (ACI) latest edition:
  - 1. ACI 315 Standard Practice for Detailing Reinforced Concrete Structures
  - 2. ACI 318 Building Code Requirements for Reinforced Concrete
- B. American Society for Testing and Materials (ASTM) latest edition:
  - 1. ASTM A36 Carbon Structural Steel
  - 2. ASTM A185 Steel Welded Wire Reinforcement, Plain, for Concrete
  - ASTM A615- Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- C. Concrete Reinforcing Steel Institute (CRSI) latest edition:
  - 1. Manual of Standard Practice for Reinforced Concrete Construction

# 1.03 Submittals

- A. Certifications for reinforcement
- B. Reinforcement steel shop drawings prepared in accordance with ACI 315. Drawings shall indicate bending diagrams, shapes, dimensions, clearances, splicing and laps, accessories, and installation notes.

#### PART 2 PRODUCTS

# 2.01 General

- A. Reinforcement bars shall be ASTM A615, Grade 60 deformed bars, except as otherwise indicated.
- B. Smooth dowels shall be ASTM A615, Grade 60 plain bars
- C. Threaded dowels shall be ASTM A36.

- D. Welded wire fabric shall conform to ASTM A185. Where welded wire fabric is shown but not sized on Drawings, use 6" x 6" x W2.9 x W2.9 WWF.
- E. Accessories for proper installation of reinforcement shall conform to CRSI "Manual of Standard Practice for Reinforced Concrete Construction". Bar supports at exposed surfaces shall be Class C Plastic Protected.
- F. Reinforcement fabrication shall conform to ACI 315 and ACI 318, and approved shop drawings.

#### PART 3 EXECUTION

# 3.01 Preparation

- A. On porous subgrade or beddings, provide vapor barrier.
- B. Coordinate with other trades and properly place and locate in position all necessary reinforcement, dowels, bolts, anchors, anchor slots, inserts, hangers, metal ties, and other fastening devices required for attachment and support to adjacent work. Securely anchor all fixtures and embedded items.

#### 3.02 General

- A. The placement of reinforcing steel shall conform to "Placing Reinforcing Bars", as published by the Concrete Reinforcing Steel Institute except as noted.
- B. Reinforcement shall be inspected and approved by the E/A before enclosing forms are erected and shall be rechecked immediately prior to depositing concrete.

# 3.03 Splices, Laps, and Dowels

- A. Provide continuous reinforcement or dowels through construction joints. The use of inserts in lieu of dowels shall be subject to the E/A's approval. One half of reinforcement shall be discontinued across control joints unless otherwise indicated. All reinforcement shall be discontinued across expansion joints, except for sleeved or greased dowels, if indicated
- B. Splice laps shall be as indicated on the Drawings. Dowels shall be of the same size as the largest bar to which they lap, unless otherwise indicated.
- C. Splices for horizontal wall reinforcement of circular tanks shall be staggered so that no more than each fifth bar in each face is spliced within any two feet of wall perimeter. Slab reinforcement splices for circular tanks shall be staggered as indicated on the Drawings. The minimum length of staggered lap splices in circular structures shall be as indicated on the Drawings.

# 3.04 Fabric Reinforcement for Slabs

- A. Fabric reinforcement for slabs shall be overlapped at splices not less than the spacing of the cross wires plus 2 inches. Fabric shall extend to within 4 inches of concrete edges.
- B. Unless otherwise shown, place reinforcement 2 to 3 inches below the top of the finished slab. Mesh shall either be sandwiched between two layers of fresh concrete or supported on mesh supports. Supports that may puncture the vapor barrier, if any, shall not be used.

#### 3.05 Reinforcement for Formed Concrete

Secure steel reinforcement to maintain proper position during concrete placement. Concrete protection for reinforcement shall conform to ACI 318, except as otherwise indicated on the Drawings. The distance from the center of reinforcing bars to the opposite face of all structural slabs, walls, columns, or beams shall conform to ACI 318. The distance may be increased provided the required cover is maintained.

**END OF SECTION** 

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#### CAST-IN-PLACE CONCRETE - IF REQUIRED

#### PART 1 GENERAL

#### 1.01 Section Includes

General requirements for formwork, reinforcement, accessories and cast-in-place concrete.

#### 1.02 References

- A. American Concrete Institute (ACI) latest edition:
  - 1. ACI 301 Structural Concrete for Buildings
  - 2. ACI 305 Hot Weather Concreting
  - 3. ACI 306 Cold Weather Concreting
  - 4. ACI 315 Detailing Manual
  - 5. ACI 318 Building Code Requirements for Structural Concrete
  - 6. ACI 347 Formwork for Concrete

# B. American Association of State Highway and Transportation Officials (AASHTO) latest edition:

- 1. AASHTO T152 Air Content of Freshly Mixed Concrete by the Pressure Method
- C. American Society for Testing and Materials (ASTM) latest edition:
  - 1. ASTM A185 Steel Welded Wire Reinforcement, Plain, for Concrete
  - 2. ASTM A615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
  - 3. ASTM C31 Making and Curing Concrete Test Specimens in the Field
  - 4. ASTM C33 Concrete Aggregates
  - 5. ASTM C39 Test Method for Compressive Strength of Cylindrical Concrete Specimens
  - 6. ASTM C94 Ready-Mixed Concrete
  - 7. ASTM C138 Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
  - 8. ASTM C143 Test Method for Slump of Hydraulic Cement Concrete
  - 9. ASTM C150 Portland Cement
  - 10. ASTM C173 Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
  - 11. ASTM C231 Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
  - 12. ASTM C260 Air-Entraining Admixtures for Concrete

- 13. ASTM C309 Liquid Membrane-Forming Compounds for Curing Concrete
- 14. ASTM D1751 Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Bituminous Types)

#### 1.03 Submittals

- A. Submit reinforcement steel shop drawings prepared in accordance with ACI 315, Manual of Standard Practice for Detailing Reinforced Concrete Structures. Drawings shall indicate bending diagrams, shapes, dimensions, clearances, splicing and laps, accessories, and installation notes.
- B. Submit manufacturer's literature for all admixtures proposed for the work.
- C. Submit delivery tickets in accordance with ASTM C94 for each batch of readymixed concrete. Information on the ticket shall include class of concrete, water content, time of loading, truck number, admixtures, and quantity.
- D. At least 35 days prior to placing of concrete, the Contractor shall submit proposed mix proportions and samples of proposed materials.

# 1.04 Quality Control

- A. Materials and methods of mixing and placing concrete shall conform to ACI 318, Building Code Requirements for Reinforced Concrete.
- B. Tests for slump shall be made when directed by the Engineer in accordance with ASTM C143.
- C. Air content tests shall be made, when directed by the Engineer, in accordance with ASTM C138, C173, C231, or AASHTO T-152.

#### PART 2 PRODUCTS

#### 2.01 Formwork

Formwork lumber shall be straight and clean. All nails shall be withdrawn and surfaces in contact with concrete shall be thoroughly cleaned before reuse.

# 2.02 Reinforcement

- A. Reinforcement bars shall be ASTM A615, Grade 60 deformed bars, except as otherwise indicated.
- B. Welded wire fabric shall conform to ASTM A185. Where welded wire fabric is shown but not sized on Drawings, use 6" x 6" x W2.9 x W2.9 wWF.
- C. Accessories for proper installation of reinforcement shall conform to CRSI "Manual of Standard Practice for Reinforced Concrete Construction". Bar supports at exposed surfaces shall be Class C-Plastic Protected.

- D. Reinforcement fabrication shall conform to ACI 315 and ACI 318, and approved shop drawings.
- E. Where the Drawings require Fibermesh concrete, the reinforcement shall be polypropylene fibers engineered and designed for secondary reinforcement of concrete slabs, complying with ASTM C 1116 Type III, as manufactured by Fibermesh Co., or approved equal.

#### 2.03 Joint Fillers

- A. Joint fillers shall be products of the following manufacturers, or equal:
  - 1. W. R. Meadows, Inc., Elgin, Illinois
  - 2. W. R. Grace and Co., Cambridge, Massachusetts.
- B. Preformed bituminous fiber joint filler shall be non-extruding type conforming to ASTM D1751.
- C. Control joint strips shall have a minimum depth of 25 percent of slab thickness and a minimum thickness of 1/8 inch.

#### 2.04 Concrete Materials

- A. Water shall be clean and potable
- B. Portland cement shall be ASTM C150 Type I, II or III.
- C. Fine and coarse aggregate shall be clean, hard, natural, or manufactured material conforming to ASTM C33.
- D. The nominal maximum size of the aggregate shall not be larger than three-fourths of the minimum clear spacing between individual reinforcing bars. Coordinate with maximum aggregate sizes specified hereafter for classes of concrete.
- E. Admixtures shall conform to ASTM C260 (air entrainment) or C494 (water reduction) and shall be products of one of the following manufacturers, or equal.
  - 1. Dewey and Almy Chemical Div., W. R. Grace and Co.
  - 2. Euclid Chemical Co.
  - 3. Master Builders Co.
  - 4. Sika Chemical Corp.

#### 2.05 Miscellaneous Materials

- A. Vapor barrier shall be polyethylene film 0.006 inches thick and shall conform to Product Standard PS-17.
- B. Liquid membrane curing compound shall conform to ASTM C309, Type 1 or Type 2. Type 2 compound shall be used for P.C.C. pavement only. All permanently exposed exterior slabs shall receive clear acrylic curing and sealing

- compound. Moisture loss shall not be more than 0.055 gr./sq. cm when applied to 200 sq. ft./gal.
- C. Liquid membrane curing compound shall be products of one of the following manufacturers, or equal:
  - W.R. Meadows "Curettard"
  - 2. Sonneborn-Contech "Sonsil"
  - 3. Burke Co. "Res-Xnu"
  - 4. Lambert Corp. "Gardseal"
- D. Chemical hardener shall be colorless aqueous solution containing a blend of magnesium fluosilicate and zinc fluosilicate combined with a wetting agent, conforming to Federal Specifications TT-C-800A and Corps of Engineers Specification CE 204.
- E. Chemical hardener shall be products of one of the following manufacturers, or equal:
  - 1. Euclid Chemical Co. "Surfhard"
  - 2. Sonneborn-Contech "Lapidolith"
  - Master Builders "Saniseal"
  - 4. Lambert Corp. "Solidus"

#### 2.06 Concrete Mixtures

- A. Concrete not indicated otherwise shall be Class A concrete.
- B. The proportions of cement, aggregate, and water shall be selected by the Contractor in accordance with ACI 318 to provide a plastic and workable mix. Coarse aggregate shall be limited to prevent harshness and honeycombing. Coarse aggregate size shall not be greater than the maximum listed for the various classes of concrete and as previously specified under aggregate.
- C. Class A structural concrete shall have a 28 day strength of 4000 psi, shall contain not less than 540 pounds (5-3/4 bags) of cement per cubic yard of concrete, shall have a water-cement ratio of not more than 0.47 (5-1/4 gallons per bag of cement), and shall contain 4 percent to 6 percent entrained air, by volume, except interior slabs subject to abrasion shall not contain more than 3 percent entrained air. In addition, Class A concrete shall contain a water-reducing, densifying admixture and have a maximum slump of 4 inches. The maximum aggregate size for slabs shall be 1 inch.
- D. Class B lean concrete shall have a 28 day strength of 3000 psi, it shall contain not less than 420 pounds (4-1/2 bags) of cement per cubic yard of concrete, shall have a water-cement ratio of not more than 0.71 (8 gallons per bag of cement), and shall have a 5 inch maximum slump. The maximum aggregate size shall be 2 inches.

- E. Water-reducing densifying admixture added to Class A concrete shall reduce the water-cement ratio while maintaining slump and compressive strength. Use as manufacturer recommends.
- F. Other admixtures may be proposed by the Contractor or requested by the Engineer and shall be provided at no additional cost to the Owner. Subject to approval, admixtures may be used for the following:
  - 1. To increase slump up to 50 percent while maintaining compressive strength and water-cement ratio.
  - 2. To retard set during hot weather
- G. Calcium chloride, admixtures containing calcium chloride, or admixtures not approved, in writing by the Engineer, are prohibited.

#### PART 3 EXECUTION

#### 3.01 General

- A. Comply with ACI 305 or 306 for hot or cold weather concreting.
- B. Do not mix salt, chemicals, or other foreign materials with the concrete to prevent freezing without approval of the Engineer. Maintain the temperature of concrete above 50 degrees F for 5 days after placement. When high early strength Portland cement concrete is used, the temperature shall not be less than 70 degrees F for 2 days or 50 degrees F for 3 days.
- C. In no case shall the temperature of concrete exceed 90 degrees F at the time of placement.

# 3.02 Preparation

- A. Remove existing concrete and provide openings for installation of new work as indicated on Drawings. Repair all damage to existing work caused by concrete removal.
- B. Coordinate with other trades and properly place and locate in position all necessary dowels, bolts, anchors, anchor slots, inserts, sleeves, openings, hangers, metal ties and other fastening devices required for attachment and support of adjacent work. Securely anchor all embedded items.
- C. The subgrade and/or bedding shall be compacted and free of frost. If placement is allowed at temperatures below freezing, provide temporary heat and protection as required to remove all frost. Saturate the subgrade approximately 8 hours before placement and sprinkle ahead of the placement of concrete in areas where vapor barrier is not used. Remove all standing water, ice, mud, and foreign matter before concrete is deposited.
- D. On porous subgrade or beddings, or where indicated on the Drawings, provide vapor barrier. Lay vapor barrier sheets with 6 inch edge laps and tape or seal

with mastic. Stretch and weight edges and laps to maintain their positions until concrete is placed. Coordinate with placement of reinforcement.

# 3.03 Formwork Requirements

- A. Formwork shall comply with ACI 347 and to shape, lines and dimensions as indicated on the Drawings. Forms shall be properly braced or tied to maintain position and shape under all dead and live loads and to prevent leakage. Forms shall be assembled so their removal will not damage the concrete. Tolerances for formed surfaces shall be in compliance with ACI 301.
- B. Lumber formwork may be used for surfaces which will not be exposed to view. Use plywood or metal forms for exposed surfaces.
- C. The inside surface of lumber forms shall be soaked with clean water prior to placing concrete. All other forms shall be treated with an approved form oil or lacquer. If oil is used, all excess oil shall be wiped off.

#### 3.04 Reinforcement

- A. The placement of reinforcing steel shall conform to "Placing Reinforcing Bars", as published by the Concrete Reinforcing Steel Institute except as noted.
- B. Provide continuous reinforcement or dowels through construction joints. One half of reinforcement shall be discontinued across control joints unless otherwise indicated. All reinforcement shall be discontinued across expansion joints.
- C. Splice laps shall be as indicated on the Drawings.
- D. Fabric reinforcement for slabs shall be overlapped at splices not less than the spacing of the cross wires plus 2 inches. Fabric shall extend to within 4 inches of concrete edges.
- E. Unless otherwise shown, place reinforcement 2 to 3 inches below the top of the finished slab. Mesh shall either be sandwiched between two layers of fresh concrete or supported on mesh supports. Supports that may puncture the vapor barrier, if any, shall not be used.
- F. Where reinforcing is fibermesh, incorporate polypropylene fibers fully into the concrete prior to placement.

#### 3.05 Joints

- A. Provide construction joints with shear transfer keyways as indicated.
- B. Tops of edge forms and screeds shall be set to the finished elevations and to provide uniform pitch to drains as indicated on Drawings.

C. For drives, pavements, parking areas, walks and slabs on grade, provide preformed non-extruding asphalt strip or bituminous fiber joint filler set 1/8 inch below finished surface unless otherwise indicated. Tool concrete edges on each side of joint. No sealant is required.

# 3.06 Batching

- A. Materials for concrete shall be proportioned and batched according to the approved design mix.
- B. Water shall be measured to within 1 pint of the total amount required per batch. Admixtures shall be measured by weight or volume to an accuracy of 3 percent.

# 3.07 Mixing and Transporting Concrete

- A. Concrete shall be ready-mixed or job-mixed at the Contractor's option. Ready-mixed concrete shall be mixed and delivered to the project in accordance with ASTM C94. Job-mixed concrete shall be in accordance with the requirements of ACI 318.
- B. Concrete shall be in its final position within one hour after the water and aggregate have been added to the cement, except in cool weather (50 degrees F or less).
- C. Concrete shall be transported from the mixer to place of final deposit in such manner to prevent separation or loss of ingredients.

#### 3.08 General Concrete Placement Schedule

- A. All structural concrete shall be Class A Concrete.
- B. Sidewalks, curbing, and driveways shall be Class B Concrete.

# 3.09 Depositing Concrete

- A. Concrete shall be placed in accordance with the requirements of ACI 318 and within 10 feet of its final position. Place concrete only during normal working hours unless the Engineer is notified at least 24 hours in advance. Concrete shall not be placed until the Engineer has approved the formwork, reinforcement, and embedded items and debris has been removed.
- B. Whenever new concrete is to be placed against existing surfaces, roughen and clean the surface to improve bond.
- C. Provide runways and chutes to discharge concrete close to final position to minimize spreading and segregation.
- D. Place slabs-on-grade using formed construction joints. Maximum size of pour shall be 40 feet each way for slabs with wire mesh reinforcement and 75 feet each way for slabs with bar reinforcement. Allow 24 hours between pours of

adjacent slabs. Provide joints as specified or shown. Set continuous joint strips between slabs and abutting vertical surfaces as indicated on the Drawings.

# 3.10 Finishing Slabs and Flatwork

A. Unless otherwise indicated, provide the following slab finishes:

Description	Concrete Finish
Class B concrete surfaces	Float
Submerged slabs	1 Troweling
Exposed slabs	3 Trowelings
Ramps and walks	Float and broom finish

- B. Concrete shall be within ¼ inch of a 10 foot straightedge in all directions except where slabs are dished for drains. Deviations from the elevation indicated shall not exceed ¼ inch.
- C. Slabs sloped for drainage shall not have depressions that retain water.
- D. Immediately after placement, screed concrete with straightedges or power strikeoffs. Do not use roller screeds or vibrating screeds.
- E. Stakes for wet screeds shall be driven down flush with subgrade or pulled out as work progresses to avoid disturbing screeded concrete.
- F. For drains in level slabs, form a 5 foot diameter depression approximately ½ inch below the adjacent slab surface.
- G. Unless otherwise indicated on the Drawings, slabs sloped for drainage shall be uniformly pitched toward the drains at 1/8 inch per foot. Form a dished depression at drains unless otherwise indicated.
- H. Immediately after screeding, darby surface with wood or magnesium darby to eliminate ridges and to fill in voids left by screeding.

#### 3.11 Float Finish

- A. Float concrete using magnesium or aluminum hand floats or power floats after the concrete has stiffened to a point where only a ¼ inch indentation can be imparted by normal foot pressure.
- B. Float finish shall result in a uniform, smooth, granular texture. After floating, check slab tolerances with 10-foot straightedge. Fill low spots with fresh concrete; do not sprinkle with dry cement.

#### 3.12 Trowel Finish

A. Where scheduled, or indicated, trowel with steel trowels after floating.

- B. Initial troweling shall be done either by power or by hand with the trowel blade kept as flat as possible against concrete surface to prevent washboard or chatter effect.
- C. Second troweling may be done by power if three trowelings are scheduled. If two trowelings are specified, second troweling shall be done by hand.
- D. Third troweling shall be done by hand and shall continue until the concrete is consolidated to a uniform, smooth, dense surface free of trowel marks and irregularities.
- E. Allow sufficient time between successive trowelings to allow the concrete to become harder. Each successive troweling shall be done with trowels that are progressively smaller and are tipped more to increase compaction of the concrete surface.

# 3.13 Brooming

Broom at right angles to direction of traffic to give a non-skid finish. Use a fine, soft-bristled broom for pedestrian ramps and walks, and a coarse, hard-bristled broom for vehicular pavement.

# 3.14 Control Joints

- A. Control joints for non-structural slabs shall consist of partial depth plastic strips set flush with finished surface or 1/8 inch wide joints cut with a diamond saw. Control joints shall be one- quarter to one-third the depth of the slab unless otherwise indicated.
- B. Saw joints as soon as concrete has hardened sufficiently so aggregate will not be dislodged but before shrinkage stresses develop cracks. Sawn joints shall be filled with approved joint sealant.
- C. Unless otherwise indicated on the Drawings, spacing of control joints shall not exceed 25 feet in each direction.

# 3.15 Protection and Curing

- A. Comply with ACI 305 and 306 for protecting and curing concrete in hot and cold weather. Fresh concrete shall be protected from rain, premature drying and excessively hot or cold temperatures, and shall be maintained with minimal moisture loss for the period of time necessary for the hydration of the cement and proper hardening of the concrete. Cure all concrete for a minimum period of 7 days (3 days for high early strength concrete) after placing.
- B. Immediately after finishing, begin curing by covering with constantly saturated moisture retaining fabrics, impervious sheeting, or membrane curing compounds. Surfaces shall be thoroughly wetted with a fine spray before they are covered with sheeting.

- C. Sheeting shall provide complete surface coverage with all joints lapped at least 4 inches and shall be placed and secured in a manner that will not mar or damage the concrete surface.
- D. Apply membrane-curing compound in accordance with manufacturer's recommendations. Apply by spraying in a two coat continuous operation. Apply the coats at right angles to each other with a coverage of 200 square feet per gallon per coat. Begin application not later than 4 hours after finishing of the surface. The application shall result in an uninterrupted adherent film free of defects.
- E. On surfaces scheduled to receive sealants, paint, seamless flooring, or other adhesive bonded finishes, either the membrane curing compound shall be compatible with the bonding agent or the curing compound shall be removed with sandblasting, acid etching or grinding, to the satisfaction of the installer of the finish surfacing. Bonded surfaces that fail to adhere to the concrete shall be removed and replaced at no additional cost to the Owner.
- F. Apply hardener to floors of mechanical and electrical rooms and in other areas as required. Application shall be in strict accordance with the manufacturer's recommendations and as follows:
  - Hardener shall be applied at original container consistency without dilution to dry, clean surfaces no sooner than 30 days following completion of curing. NOTE: Hardener shall not be applied over surfaces covered with membrane curing agent.
  - 2. Application shall generally be a three-coat process adjusted to accommodate extreme concrete densities only if prior review has been obtained from the Engineer. Application coverage shall be made at the approximate rate of one gallon to 100 square feet.
  - 3. Apply first and second coats generously to surface, mop or squeegee standing water to leave a uniformly wet surface, allow to dry. Apply third coat in a manner similar to first two, except that surplus must be scrubbed with stiff bristled broom and flushed from floor surface with clear water. Scrubbing and flushing shall remove all traces of effervescence. Remove excess water and allow to dry.

#### 3.16 Defective Concrete

- A. All concrete not formed as indicated on the Drawings within tolerances specified in ACI 347 shall be removed and replaced.
- B. Temperature and shrinkage cracks which develop prior to final acceptance of the work shall be repaired.

#### 3.17 Miscellaneous Concrete Work

Provide concrete equipment pads and supports as indicated and conforming to approved shop drawings. Fastening devices and accessories shall be located by templates or setting diagrams furnished by the manufacturer.

# 3.18 Clean-Up

- A. All concrete floor construction shall have the surfaces thoroughly scrubbed and cleaned with clear water. After cleaning, the floors shall be protected until they are accepted.
- B. Clean all surfaces affected by the Concrete Work. No extraneous concrete or discoloration shall be left on any construction.

# 3.19 Concrete Testing

- A. Compressive Strength Tests: Conform to ASTM C31 and ASTM C39. One set of four cylinders for each 50 cubic yards or fraction thereof, of each strength concrete placed in any one day. Test one specimens at seven days; test two specimens at 28 days. One specimen shall be retained for 56 days and tested only at the direction of the Engineer.
- B. Slump Tests: Conform to ASTM C143. Perform one test for each load point of discharge and one for each set of compressive strength test specimens.

**END OF SECTION** 

# APPENDIX A PERMITS

# SECTION D

	Enviro Treee		Sthern Environ	nental	Brightview	
BidItems						
C-1 Canal	\$	45,000.00	\$	12,700.00	\$	18,000.00
C-3 Canal	\$	12,500.00	\$	13,550.00	\$	7,800.00
C-4 Canal	\$	10,000.00	\$	3,810.00	\$	4,200.00
C-10 Canal	\$	42,500.00	\$	27,000.00	\$	30,000.00
Area 1 Pond	\$	12,500.00	\$	12,700.00	\$	9,600.00
Price to Complete All Work	\$	110,250.00	\$	67,667.00	\$	64,800.00
Total - Lowest Price per Item	\$	60,910.00				

# BRIGHTVIEW LANDSCAPE SERVICES

Valencia Water Control District (VWCD) – Tree Trimming and Removal Request for Proposal (RFP).

The Valencia Water Control District is requesting a proposal to trim and remove trees as necessary to allow safe mowing/tractor operation along C-1, C-3, C-4 & C-10 Canals and Area 1 Pond (See attached maps). To meet this objective, the following needs to be completed in these areas:

- Tree removal shall be kept to a minimum. When tree removal is necessary, grind stumps to a minimum of 2" below grade. Trees and limbs that can be sent through a wood chipper/mulched can be discharged onto the canal banks. When not practical, chipped/mulched material shall be captured and disposed of off-site. Tree and limb removal shall be back to the property line of the residents or along the tree line of mature growth (trees > 10") in other areas. Large debris shall be cleaned up with a small loader and hauled away.
- Limbs that are hanging over the VWCD property shall be raised to a minimum of 14'.
   A minimum of 15' from the water's edge is required for the mower to safely operate.
- Treat invasive species (Brazilian Pepper) stumps to limit regeneration.

A lump sum proposal is requested for each canal and Area 1 Pond to complete the work outlined in this RFP. It is at VWCD discretion to award all or parts of the work. Pricing is due no later than April 18, 2025 at 5:00pm.

A walk through of C-1, C-3, C-4 and C-10 Canals and Area 1 Pond will be on April 8, 2025 at 2:00pm. Rob Szozda is the Point of Contact for this project and can be reached by phone (865-603-3650) or email (<a href="mailto:rszozda@gmscfl.com">rszozda@gmscfl.com</a>). Please confirm your attendance by email. Following a short briefing, the walk through will be initiated from 10630 Larissa Street, Orlando Florida (Lake Ridge Village Clubhouse).

Lump Sum Pricing:

C-1 Canal: \$\_\_18,000.00\_

C-3 Canal: \$\_7,800.00\_

C-4 Canal: \$ 4,200.00

C-10 Canal: \$\_\_30,000.00\_

Area 1 Pond: \$\_9,600.00\_

Total Price to Complete All Work \$\_\_64,800.00\_\_\_\_\_

Total price is discounted to reflect an all in price for being

4.10.25

Michael Provencher - Manager

awarded all sections if VWCD should choose to do so.



# Enviro Tree Service LLC 3202 Phils Lane Apopka FL 32712 www.envirotreeservice.com

Proposal #12798 Created: 04/18/2025

From: Dana Mickler

**Proposal For** Location

# Valencia Water Control District

**Governmental Managment Services** 219 E. Livingston Street Orlando, FL 32801

main: 407-398-2890 rszozda@gmscfl.com

Williamsburg, FL 32821

C-1,3,4,10, A-1 P Tree Pruning / Removal

**Terms** Net 15

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1 P - C-1 Canal Tree Pruning / Removal.	1	\$ 45,000.00	\$ 45,000.00
<b>2 P</b> - C-3 Canal Tree Pruning / Removal.	1	\$ 12,500.00	\$ 12,500.00
<b>3 P -</b> C-4 Canal Tree Pruning / Removal.	1	\$ 10,000.00	\$ 10,000.00
4 P - WC-10 Canal Tree Pruning / Removal.	1	\$ 25,000.00	\$ 25,000.00
<b>5 P</b> - EC-10 Canal Tree Pruning / Removal.	1	\$ 17,500.00	\$ 17,500.00
<b>6 P</b> - Area 1 Pond Tree Pruning / Removal.	1	\$ 12,500.00	\$ 12,500.00
Client Notes			

#### Client Notes

10% Total Price Reduction Will Be Applied When / If All Items On Proposal #12798 Is Accepted.



# Enviro Tree Service LLC 3202 Phils Lane

Apopka FL 32712

www.envirotreeservice.com

Proposal #12798 Created: 04/18/2025 From: Dana Mickler

SUBTOTAL	\$ 122,500.00		
SALES TAX	\$ 0.00		
TOTAL	\$ 122,500.00		

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees. Work Includes clean-up and disposal. Bid Valid for 30 days.

# Signature

x Date:

Please sign here to accept the terms and conditions

# Please call mobile number for scheduling questions

Dana Mickler

Office: 407-574-6140 Mobile: 407-414-3643

amickler@envirotreeservice.com



- 1. License and Permits: Contractor shall maintain required insurance if required by state or local law and will comply with all other license and permit requirements required by the city, state and federal governments, as well as all other requirements of the law.
- 2. Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, etc. required by law or Client/Owner's contract agreement as specified in signed contract prior to and through duration of work.
- 3. Client/Owner and the Contractor bind themselves, their partners, successors, & assignees to the other party with respect to all covenants of Contract. If property or business is sold or there is a change in ownership during contract period, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in contract agreement to be effective.
- 4. Client/Owner shall provide all utilities to perform work at Job Site. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other job-related functions in compliance with the contract during normal working hours or hours required by the contract or other reasonable periods of time. Contractor will commence work as reasonably practical after the owner makes the site available to perform work.
- 5. Any additional services not specified in the signed written contract that involves additional costs will be executed only upon signed written work order and additional fees will be assessed over and above the estimate.
- 6. Contractor shall recognize and perform in accordance with only written terms, contract specifications, and drawings contained or referred to herein. All materials shall conform to contract specifications.
- 7. Contractor reserves the right to hire qualified subcontractors in accordance with the contract specifications.
- 8. Contractor shall designate a qualified representative with experience in tree management to oversee work. Workforce shall always dress in proper work attire. All employees shall be competent and qualified and legally authorized to work in the U.S.
- 9. If the jobsite conditions materially change from the time of approval of this proposal to the commencement of work causing the job costs to adversely change, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Safety of workforce will always take precedence.
- 10. The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings containing or referred to herein. All Materials shall conform to bid specifications.
- 11. Crown thinning more than twenty-five percent, or any requests not in accordance with ISA standards will require a signed waiver of liability.
- 12. Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which may be caused due to the Contractor's work. It is understood and agreed that the Contractor shall not be liable for any damages that are the result of the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by acts of nature such as hall, fire, flood, hurricane, windstorm, etc. Under these instances, Contractor shall have the right to renegotiate the terms and prices of this proposal within thirty (30) days. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and authorization shall be the sole responsibility of Client/Owner.
- 13. Notice of Cancellation of work must be received in writing to a Principle/Management of Enviro Tree Service before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel/hourly wage charge of \$150.00.
- 14. Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice unless otherwise agreed upon in writing. Failure to make payment per terms may result in a Mechanic's Lien, & 18% APR with a minimum of \$10.00 per month. If a check is returned for any reason at all, client/owner will pay an additional \$30.00 per returned check. We accept Visa and Mastercard. We DO NOT accept American Express or Discover. A 3% fee is charged by the credit card company for this service.
- 15. All work, including emergency work, overtime and weekend work performed outside of the normal working hours (Mon-Fri 6:30 a.m.- 5:00 p.m.) shall be billed at overtime rates. Power equipment will commence at 7:00 a.m., unless otherwise specified in the contract agreement. Additional charges will apply if crews are unable to use power equipment by 9:00 a.m.
- 16. Trees removed will be cut as close to the ground as possible based the conditions next to the bottom of the tree trunk. Additional charges will be assessed for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility and cable lines prior to commencement of work. Enviro Tree Service is not responsible for damage to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation systems. Enviro Tree Service will repair damaged irrigation lines at the Client/Owner's expense. Additionally, we will do our best to protect lawn and landscaping; however, some repair or replacement may be required and is the responsibility of homeowner.
- 17. Disclaimer: Contract is based on the information given at the time of contract and priced based upon information gathered during the proposal process using ordinary means and information given, at or about the time the proposal was prepared. The price quoted in the proposal for work performed is the result of that information and therefore Enviro Tree Service will not be liable for any additional costs or damages for additional work not described on the contract or proposal and terms and conditions, that were not ascertainable at the time proposal or contract. The work performed by Enviro Tree Service is intended to preserve the tree's integrity and any property of the corresponding work and enhance the overall value of the property but is not a guarantee. Enviro Tree Service cannot be held liable for unknown or otherwise hidden defects of any trees on or near work being performed, which may fail in the future. The work performed cannot quarantee exact results.

Client/Owner		Enviro Tree Service	407-574-6140
Signature	Title	Signature	Title
Printed Name	Date	Printed Name	Date

# Sthern Environmental Inc.

Phone: 407.398.3492

PO Box 1925 Titusville FL, 32781

April 16, 2025

To: Robert Szozda

GMS - Central Florida, LLC

RE: Valencia Water Control District Tree Proposal

# Dear Robert,

Thank you for the opportunity to give a proposal for the needs at Valencia Water Control District. Please find the included signed proposal as per your request. Also, please be aware that this proposal is only valid for 6 months from the time of signing. If you may have any questions or concerns please feel free to reach out.

Dan Brown

Managing Director

Sthern Environmental Inc.

Sthern Environmental

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A walk through of C-1, C-3, C-4 and C-10 Canals and Area 1 Pond will be on TBD at TBD. Rob Szozda is the Point of Contact for this project and can be reached by phone (865-603-3650) or email (rszozda@gmscfl.com). Please confirm your attendance by email. Following a short briefing, the walk through will be initiated from 10630 Larissa Street, Orlando Florida (Lake Ridge Village Clubhouse).

Lump Sum Pricing:

C-1 Canal: \$ 12,700

C-3 Canal: \$ 13550

C-4 Canal: \$\_\_\_38/ბ

C-10 Canal: \$\_\_\_\_27,000

Area 1 Pond: \$\_\_\_\_12 160

Total Price to Complete All Work \$ 69760

3/6 Dicount for All work 67667. 20 Total

