

January 12, 2015
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
Addendum No. 2/IFB Y15-725-CH

INTERNATIONAL DRIVE PEDESTRIAN BRIDGE PROJECT (FROM ORANGE COUNTY CONVENTION CENTER TO HYATT REGENCY HOTEL)

BID OPENING DATE: January 22, 2015 at 2:00 P.M.

A. The Bid Opening Date shall remain as follows:

January 22, 2015 at 2:00 P.M.

B. Note the **ADDITION** to Part G, Special Provisions as follows:

Attached in Addendum #2 are two examples of wall murals to provide clarification/insight on what is being requested.

C. Note the **ADDITION** to Construction Plan Sheets as follows:

Attached in Addendum #2 Sheet No. B1-26A – Camber and Deflection Diagrams (1) and Sheet B1-26B – Camber and Deflection Diagrams (2) have been added.

D. Note the **REVISION** to Part G, Special Provisions - Permits as follows:

Delete: ~~Utility Relocation Agreement issued in the Invitation for Bids (IFB).~~

Replace with: Utility Relocation Agreement attached in Addendum #2.

E. Note the **REVISION** to Volume III - A, Technical Provisions (Specifications) – Construction Specifications Institute (CSI), Division 7 – Aluminum Standing Seam Roofing, Section 074113, Page 4, Paragraph 2.1 D as follows:

Pre-approved installers are as follows: Quality Metals in Sanford, FL, ~~Gravity-Ratterman in Tampa, FL,~~ Thomas May Construction in Green Coast Springs, FL, Thorne Metal Roofing in Orange Park, FL, ~~and R&R in Daytona, FL~~ and Bonitz in Tampa, FL.

- F. Note the **REVISION** to Volume III - A, Technical Provisions (Specifications) – Construction Specifications Institute (CSI), Division 7 – ACM Wall Panels, Section 074213, Page 8, Paragraph 2.1 C as follows:

Approved fabricators/installers - Use systems of one of the following approved fabricator installers

1. Quality Metals, Inc. – QMI-1000
Sanford, Florida
2. West Tampa Glass – WTG-200
Tampa, Florida
3. Cladding Systems Inc. – CSI-1000
Tampa, Florida
4. Kenpat USA LLC – Alcoa
Apopka, Florida

- G. Note the **REVISION** to the Plan Note on Sheet LD.10 as follows:

NEW CONCRETE TO MATCH COLORED CONCRETE AT OCCC IN THIS AREA. CONTACT JANNICE PASTRANA AT 407-685-7121 OCCC FACILITIES OPERATION REPRESENTATIVE AT 407-685-9800.

H. **The following are questions and responses to Request for Information:**

- 1) **Question:** It was discussed in the project pre bid meeting that the Engineer field office/trailer would be obtained and set up by the County, and that only the furnishing of equipment for the trailer during the project duration would be required by the Contractor. Please confirm that the Contractor will only be required to furnish the equipment as included in Part G, section 17, and that no monthly maintenance, electrical service/power costs, telephone service, internet service, water and sewer services, and no rental or maintenance costs of any other kind will be required to be included or provided by the Contractor for this field office/trailer during the duration of this project.

Answer: The Contractor is not required to provide a trailer/office for the **COUNTY'S RESIDENT PROJECT REPRESENTATIVE** as a location has been procured in the Orange County Convention Center. However, the Contractor will be required to furnish the equipment as included in Part G, Special Provisions, Section 17. Additionally, the Contractor shall be responsible for monthly maintenance, electrical service/power costs, telephone service, internet service, water and sewer services and maintenance costs of any other kind, of the OCCC location, during the duration of this project.

- 2) **Question:** The specifications Supplemental sections G15-16 include language that states there will be a charge of \$44 per hour for work outside of 7:00 AM to 3:30 PM, As there will be work periods where work will be REQUIRED to be performed during night hours due to lane closures or detours (Bridge work over I-Drive) the Contractors normal work hours during these times will also be required to be during the hours of 11:00 PM to 6:00 AM. As these work periods during the Contractors schedule require this work to be done during these hours will the \$44 per hour rate apply to these durations or will they be considered the project adjusted work hours during these times with no \$44 hourly rate applied? Please clarify this issue as it will add significant cost to the project if required.

Answer: The Contractor shall be responsible for the reimbursement rate of \$44.00 per hour for work before 7:00 AM or after 3:30 PM requiring the presence of the COUNTY'S RESIDENT PROJECT REPRESENTATIVE throughout the construction schedule. If two or more COUNTY'S RESIDENT PROJECT REPRESENTATIVES are on site during off-hours, the reimbursement rate is only paid for one.

- 3) **Question:** The specifications state that a Threshold Inspector must be employed and utilized in the project. It is not clear who employs and pays for this Inspection. Will the County/Owner employ and pay for this Threshold Inspection service or is the Contractor to employ and include costs for this work in their proposal/bid? Please clarify this issue.

Answer: The Contractor must employ and pay for this inspection, and include costs for this work in their Bid.

- 4) **Question:** Please confirm that a Builders Risk policy is to be obtained for this project and the Contractor is to include costs for same.

Answer: Yes, Builder's Risk Insurance is required. Please refer to Part F, Article 8 titled Bonds, Insurance and Indemnification for more information.

- 5) **Question:** The utility relocation plans show an OUC water main to be relocated in the project limits. This work was not mentioned in the utility relocations sections or schedules. Will this work be done by OUC under a separate contract and by others? Will it be performed during this project duration or prior? If to be performed during can the schedule for this work be provided? As it may require FDEP clearance and certification this could significantly affect the project schedule.

Answer: The OUC water main relocation will be performed during the project duration, by OUC. The schedule of this work shall be coordinated by the Contractor with OUC.

- 6) **Question:** An existing statue (Panther) and plaque are shown to be relocated within the project limits. Notes state that this work is to be coordinated by the Contractor and other notes state this work is to be done by the Contractor. Which is correct? Please clarify if this relocation work is to be done by the Contractor and costs included for same or if only to be coordinated and performed by others.

Answer: The Contractor is responsible for removing the existing Panther statue and associated plaque, securing and storing, and relocating to its new location as indicated on Sheet LD.10.

- 7) **Question:** Plan sheet C-202 includes a minor quantity of 6" concrete pavement (Plain) - 13 SY to be replaced. Does this concrete pavement require any reinforcement or doweling? Will it be required to be doweled into the existing concrete pavement? Is it to be constructed per FDOT Indexes? Please provide reinforcement and doweling information of required or reference FDOT specification if per FDOT.

Answer: No reinforcing is required. Doweling will be in accordance with FDOT Standard Indexes 305 and 308. Refer to TP 350.

- 8) **Question:** MOT plan sheet C-221 note 12 state that an Off Duty Law Enforcement Officer must be utilized during all lane closures and detours. Is this correct? Please confirm or clarify.

Answer: Yes, an off-duty law enforcement officer must be utilized during all lane closures and detours whether at nighttime or daytime.

- 9) **Question:** Special Provisions page G-34 state that app. 40 EA murals sized 4'x12' are to be included on the finish of the temporary barrier walls. Are there any sample drawings or renderings of what murals are to be provided? Do these murals have to be painted or can they be other material such as vinyl or screen print that can be adhered to the barrier walls? Please provide details and/or samples of the artwork or other to be included for these proposed murals so the cost for this work can be included accordingly.

Answer: The murals will be printed on a weather-resistant material and applied to the plywood surface. Application to the surface is at the discretion of the Contractor. The application must keep the "murals" flush with the plywood throughout construction. The murals will be provided to the Contractor as a digital file (.jpeg, .pdf, etc.) and will be the Contractor's responsibility to print the mural per Special Provisions, Paragraph 27 on Page G-34.

- 10) **Question:** The details for the temporary barrier walls (Plywood) on page G-501, detail inset 2 shows a free standing metal rail type barrier placed in front of the proposed plywood barrier walls. Is this metal barrier also to be included as shown in the detail inset 2 on page G-501 or no? Please clarify.

Answer: No, the metal free-standing rail is not required at the temporary barrier walls.

- 11) **Question:** The special provision specifications state that the temporary barrier walls (Plywood) are to be repainted every 12 months when in use on the project. Will the murals (if painted) also have to be repainted/replaced as well, or if they are in acceptable condition can they be maintained only?

Answer: The mural will not be painted on the plywood directly. The printed images will not need to be replaced if they remain in acceptable condition.

- 12) **Question:** Special provisions page G-34, section 27A specify app. 40 special (custom) aluminum pedestrian signs that are required to be furnished and installed on the project for pedestrian traffic maintenance. Some to be 4'x12' and 4'x8' in size. This section also states an example of these signs are included in the bid documents which same appears on app. page G40. The example on this page depicts a small sign only (18"x24") mounted with a single post. There are no examples of the larger size signs included. Details and examples for these larger size signs must be provided including post sizes and quantities per signs, installation heights, and any other special installation details including foundations or concrete embedment if required. Due to the size of these signs wind loads will be an issue and we require additional examples and details for these larger signs if available.

Answer: The Contractor shall use FDOT 2015 Design Standards, such as Index No. 11860 Single Column Ground Sign on how to fabricate, furnish and install the aluminum signing. The signage sized at 4'x12' and 4'x8' will not be mounted on posts. This signage will be attached to the project enclosure and separation wall surrounding the staging areas.

- 13) **Question:** Special Provision page G-18 section 5 states that an ADA compliant pedestrian WALKWAY is to be provided and maintained along the limits of the project. Is this referring to maintaining sidewalks only or is it implying that some type of structural or special walkway is to be constructed for this project? Please clarify this issue.

Answer: An accessible route, whether through maintaining sidewalks or providing temporary walkways will need to be maintained throughout construction. It will be dependent upon the Contractor's MOT plans.

- 14) **Question:** In reference to inquiry regarding AISC certification requirements stated in Section 51200.

Answer: Section 051200 Structural Steel Framing, Paragraphs 1.3 A and 1.3 B has been **REVISED** as follows:

1.3 QUALITY ASSURANCE

- A. **Installer Qualifications:** A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE (Certified Steel Erector). ~~If the installer is not AISC-Certified, the Engineer may, at the Engineer's discretion, accept an installer with experience in erecting and installing work similar in material, design, and extent to that indicated for this Project. The installer shall submit documentation attesting to such experience for review by the Engineer.~~
- B. **Fabricator Qualifications:** A qualified fabricator who participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category Std. ~~If the fabricator is not AISC-Certified, the Engineer may, at the Engineer's discretion, accept a fabrication firm experienced in fabricating structural steel and aluminum components and assemblies similar in size and complexity to those indicated for this Project and with a record of successful in-service performance. The fabricator shall submit documentation attesting to such experience for review by the Engineer.~~

There will be no variance in qualifications for installers and fabricators stated in Section 051200.

- 15) **Question:** Drawing Sheet B1-25: Calls for shear studs on the bridge beams. Drawing Sheets B1-29, B1-33 through B1-36 show precast deck units. Shear studs will not work with the precast deck units.
- Are the slabs cast in place or precast deck units?
 - If precast deck units are to be utilized, please provide connection details.

Answer: Slabs are cast in place, off-site, on fully shored girders and attached per Detail A on Sheet B1-25. Girders must be precambered and remain shored until concrete has reached its full strength, see the Attachment for camber and deflection diagrams.

- 16) **Question:** Drawing Sheets B1-29 & B1-31 seem to indicate transverse slab thickening at Pier 1 and Pier 4 via the use of dashed lines. Drawing sheet B1-33 through B1-35 indicate transverse slab thickenings at pier 2 and 3 only, please clarify.

Answer: The deck slab is turned down over all piers. The dashed lines indicate the top of pier.

- 17) **Question:** Drawing Sheet S-312 section 10/S-312 and Drawing Sheet A502 Cap Detail 3/A502 are slightly different.
- Which detail is to be utilized?
 - Please provide weld details.
 - Please provide precast connection details.
 - The zero tolerance between the precast cap, support steel and concrete parapet is not practical since each element has its own individual tolerance. Can some relief be provided?

Answer:

- Use structural detail, primarily**
 - Field weld angles to each other and to supporting embed plates with 3/16 min fillet welds, min 2” on each side. Angles in section may be shop welded to one another to save time and cost in field.**
 - Precast cap connection to steel angles or cast in place concrete parapet shall be per the contractor, and there are several methods that can be used. For the steel angles, one could use mechanical anchors from underneath, or could provide embed plates and overhead weld them to the angles. The cap connection to the parapet could be done with a dowel cast in to the parapet, then grouted in to the cap.**
 - The connection between the cap and steel angles can be shimmed to level it with the top of parapet, which provides relief and accommodates for tolerance variations.**
- 18) **Question:** Drawing Sheet B1-3 indicates that the bridge deck beams are fixed at piers 1, 2 & 3. Please provide a detail for this connection.

Answer: The symbols F and E indicate that the deck is either continuous across the pier or fitted with an expansion joint to permit expansion and contraction. At Piers 1, 2, and 3 the deck is continuous; at the Begin and End Bridge there are expansion joints at the ends of the deck. No special restraint is intended for the girder bearing pads between the bridge superstructure and substructure at Piers 1 through 3. Elastomeric bearings are intended to ‘float’ on the pier caps.

- 19) **Question:** Please confirm all of the column heights for 2 – 29 on the canopy structure are the same.

Answer: Column heights for 2 – 25 are the same, 9'-0".

Column heights for 26 -29 are as follows:

Grid 26 = 10'-0 15/16"

Grid 27 = 9'-10"

Grid 28 = 15'-3 1/8"

Grid 29 = 14'-0 7/8"

- 20) **Question:** Please provide the foundation tube height (16" x 16" x 3/8" tube) and base plate dimension for the column 27 shown on B1-56 and S-303 Section 1/S-303.

Answer: HSS 16x16 Column at Grid 27:

a) Height = 5'-6"

b) Base plate = 28" x 28" x 2 1/2" with 2" dia anchor bolts (3 1/4" edge distance)

- 21) **Question:** Please provide the base plate dimension for columns 28 and 209, these are not referenced in the bridge plans and are referred back to the bridge plans on Plan Sheet S-303.

Answer: Pipe 14XS at Grid 28: 20" x 20 x 2" with 2" dia anchor bolts (3 1/4" edge distance)

Pipe 16XS at Grid 29: 22" x 22" x 2 1/2" with 2" dia anchor bolts (3 1/4" edge distance)

- 22) **Question:** Please clarify the intended area for use of the Weather Barriers – Section 07 2500.

Answer: The weather barriers are intended at the storefront system at the OCCC tie-in.

- 23) **Question:** In reference to light fixture type "C1 and C2" that are shown in drawing sheet E002 are being specified also in specs section 05 73 00 - Decorative Metal Railing, Please clarify who will be responsible in furnishing and installing these fixtures?

Answer: The electrical subcontractor is responsible for these type of fixtures.

24) **Question:** Section 07 42-13-8, Section 2.1 A, B, and C lists the basis of design for the Aluminum Composite Material Wall Panels, along with the Approved Installers. Southland Construction, Inc. respectfully request to have Kenpat USA LLC of Apopka, FL to be added to the list of Approved Installers on the basis of:

- A) The use of composite aluminum raw material as specified in Section 2.1 B.;
- B) The use of a system that meets and/or exceeds the specified performance criteria and/or the performance criteria of the approved fabricator installers.

Please advise if Kenpat USA LLC will be added to the Approved fabricators/installers under section 07 42-13-8, Section 2.1-C, and which product would be acceptable.

Answer: Kenpat USA LLC will be added to the list of Approved Installers. Reynobond is an acceptable product per the Section 074213, Paragraph 2.1 B.

25) **Question:** Is it acceptable to utilize APA certification for fabrication and erection in lieu of PCI certification for the structural and architectural precast components on the project.

Answer: No. PCI certification for both types of precast (architectural and structural) are required.

26) **Question:** Reference section through superstructure on sheet B1-25. Nelson studs are shown to be embedded in precast deck and also welded to W30x292 Beam. Please clarify how nelson studs are to be embedded in precast and also welded to the W30x292 Beam.

Answer: Refer to Question/Response 15 in this Addendum.

27) **Question:** In the pre-bid meeting, it was mentioned that a mural would be painted on the demising walls that are constructed around the work and storage areas. Will an allowance be provided so all bidders will be equally compared?

Answer: Refer to Question 9, Addendum 2.

28) **Question:** Sheet C-221, Note 12 requires an off-duty officer for all detours and lane closures. If we have two simultaneous lane closures (one northbound and one southbound) will an officer be required for each lane closure (i.e. 2 off-duty officers required for this operation)?

Answer: Yes, an off-duty law enforcement officer will be required for each lane closure. The County requires an officer be present on the approach to the work zone, so if there is a lane closed North and South bound that would require two officers.

- 29) **Question:** For roadway detours, will only one off-duty officer be required at the work zone? Or will an officer be required at each detour/turn for the traffic to bypass International Drive (i.e. two officers)? Or will an officer be required at each turning movement (i.e. four officers)?

Answer: During detours, the off-duty law enforcement officer(s) required would be stationed at major decision points along the route on a case by case basis. The Contractor's detour plans shall be reviewed and approved by the Orange County Traffic Engineering Division prior to implementation.

- 30) **Question:** How many inspectors does the Owner anticipate during construction?

Answer: The County will have the project reasonably staffed with a minimum of one (1) inspector per shift.

- 31) **Question:** Can we have permanent inspector(s) at night for the work that will be required to be performed at night? Will the \$44/hr rate be waived if we have permanent night inspector(s)?

Answer: The County will have at a minimum one (1) inspector per shift. The Contractor shall be responsible for the reimbursement rate of \$44.00 per hour for work before 7:00 AM or after 3:30 PM requiring the presence of the COUNTY'S RESIDENT PROJECT REPRESENTATIVE throughout the construction schedule. If two or more COUNTY'S RESIDENT PROJECT REPRESENTATIVE are on site during off-hours, the reimbursement rate is only paid for one.

- 32) **Question:** If we can sequence the work in a way that is productive, can we schedule permanent day and night inspectors and waive the \$44/hr for work after 3:30PM?

Answer: The sequence of work shall be determined by the Contractor. The Contractor shall be responsible for the reimbursement rate of \$44.00 per hour for work before 7:00 AM or after 3:30 PM requiring the presence of the COUNTY'S RESIDENT PROJECT REPRESENTATIVE throughout the construction schedule. If two or more COUNTY'S RESIDENT PROJECT REPRESENTATIVES are on site during off-hours, the reimbursement rate is only paid for one.

- 33) **Question:** Project Identification and Security. Beyond the Contractor performing the standard E-Verify background checks, what are the costs for the County for perform the Level I background checks? Are there costs for the issued badges? Costs for lost or unreturned badges?

Answer: The County does not perform the Level 1 background checks for the Contractor. The Contractor is to conduct the Level I background checks. Approved background checks can be emailed to Sandra L. Dailey, Security

Supervisor, Orange County Convention Center at Sandra.Dailey@occc.net. The Subject line shall start with ****Exempt****. A badge will be issued at no cost. The replacement cost of a lost badge is \$25.00. Badges are to be returned at the end of construction.

- 34) **Question:** Do the ground level concrete hardscape elements to be demolished contain reinforcing?

Answer: There is no known reinforcing in the concrete hardscape areas being demolished.

- 35) **Question:** Will an architectural form-liner be required for the cast-in-place concrete elements?

Answer: Forms for cast-in-place concrete shall be per Section 033000, Part 2.1.

- 36) **Question:** Detail 3/A502 indicates to embed plates in the CIP parapet wall of the pedestrian bridge. What is the spacing for these plates?

Answer: Refer to Question/Response 17 in this Addendum.

- 37) **Question:** Please provide a camber detail for the bridge girders.

Answer: See Drawing Sheets B1-26A and B1-26B attached in this Addendum.

- 38) **Question:** The dimensional data shown doesn't match noted scale on many drawings, such as 1/A202. This detail is noted at 1/8" = 1'-0", but this scale does not match the noted dimensions on the drawing. We have not verified every sheet, but scale errors like this could cause substantial errors in bidding. Please advise.

Answer: Dimensions take precedence on all drawings. Please note that noted scales on the drawings are for full-size, 22"x34" drawings

- 39) **Question:** Provide a description of Orange County Utilities facilities in the project area.

Answer: Two pipelines run along the convention side of International Drive in front of the Hyatt Regency. a 12-inch PVC Reclaimed Water Main and 12-inch Vitrified Clay Sanitary Sewer line. Therefore, no vibration of any kind is permitted in the area during construction. These pipes are always flowing and cannot be shutdown. All pipelines must be field verified by the Contractor prior to any construction and any damage to will be the sole responsibility of the Contractor. All existing water mains, force mains, reclaimed water mains, gravity pipes and other utilities facilities within the limits of the project will be supported and protected against damage during construction. The Contractor

is to exercise extreme caution when excavating in proximity of water mains, force mains, reclaimed water mains, and gravity pipes.

- I. All other terms and conditions of the IFB remain the same.
- J. **The Proposer shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the proposal.**

Receipt acknowledged by:

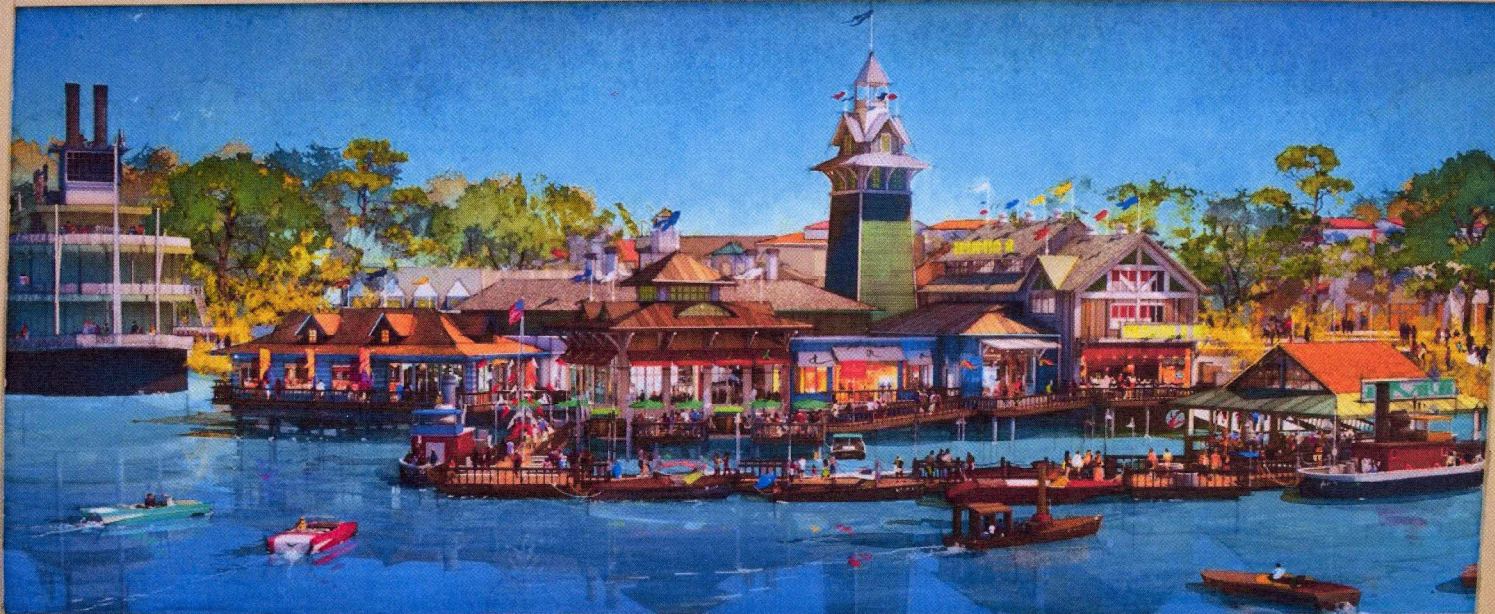
Authorized Signature

Date Signed

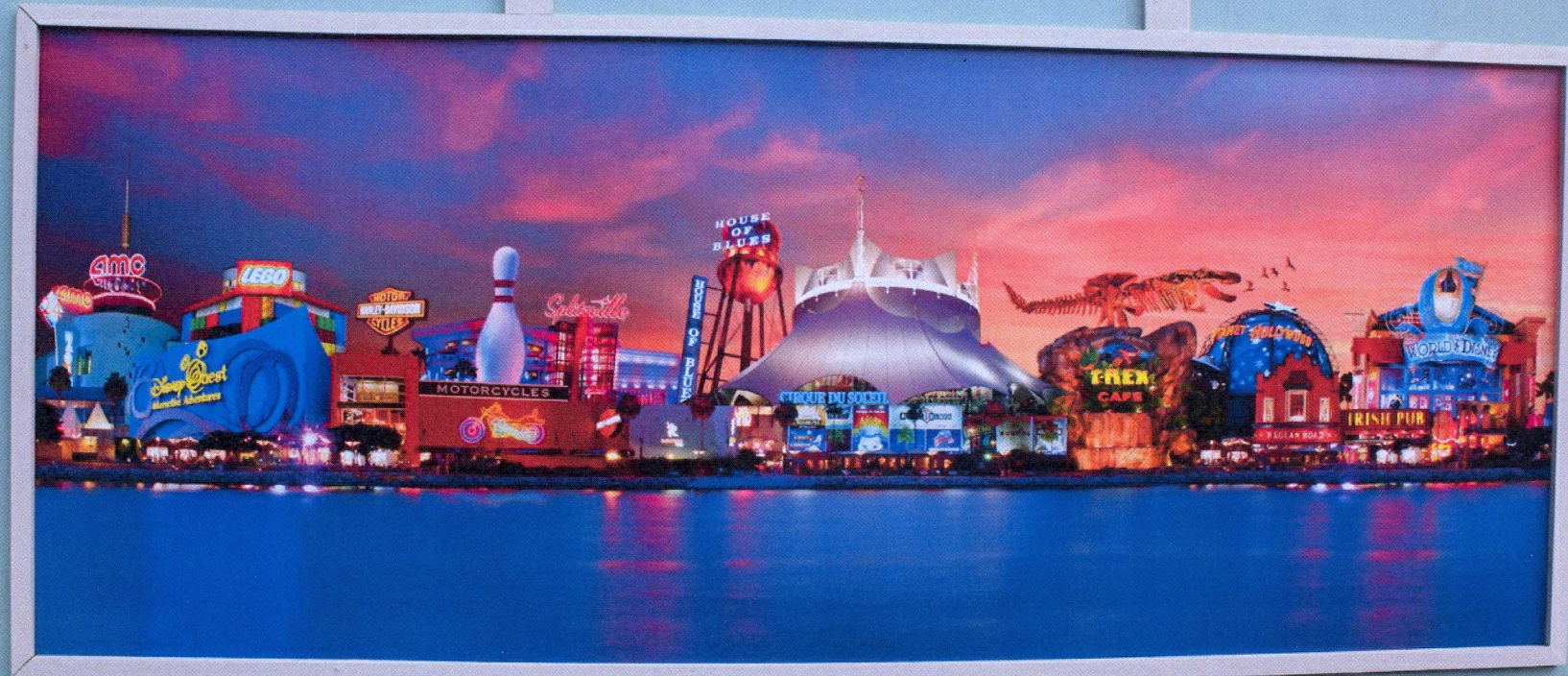
Title

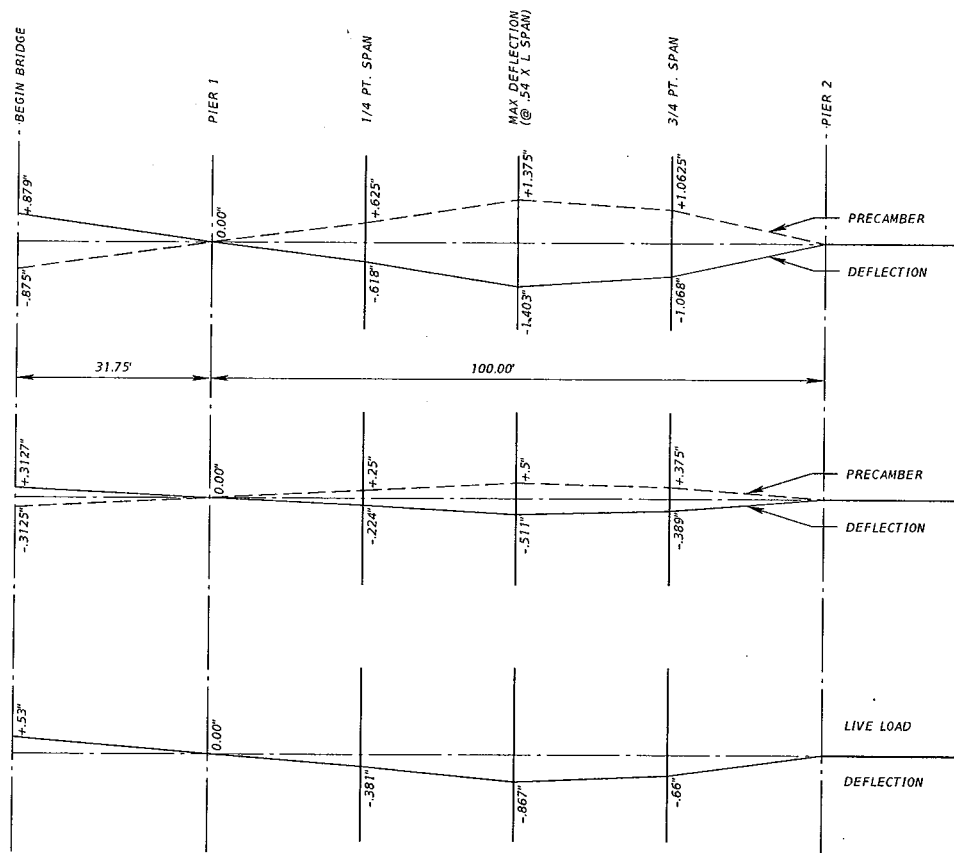
Name of Firm

Example No. 1 - Staging Area Wall Mural



Example - Staging Area Wall Mural - 02





DEFLECTION OF COMPOSITE BEAM - SLAB ASSEMBLY UNDER DEAD LOAD OF GIRDERS AND SLAB PRIOR TO ADDITION OF SUPERIMPOSED DEAD LOAD

DEFLECTION OF COMPOSITE BEAM - SLAB ASSEMBLY UNDER WEIGHT OF BARRIERS, COMPONENTS AND CLADDING (@ 39 PSF FOR BARRIERS AND 20 PSF FOR CLADDING)

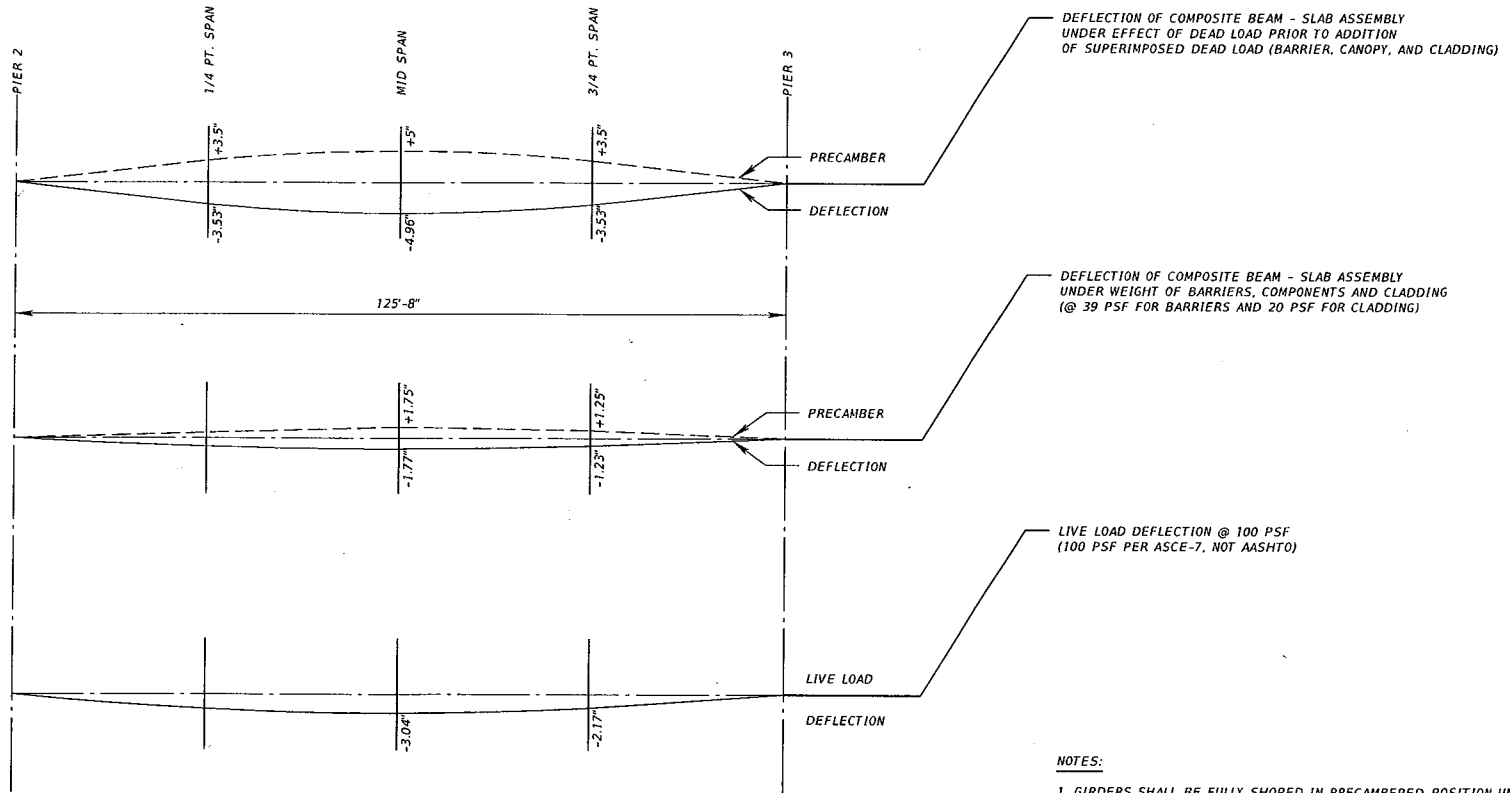
UNIT 1 - BEGIN BRIDGE TO PIER 2

NOTES:

- GIRDERS SHALL BE FULLY SHORED IN PRECAMBERED POSITION UNTIL CONCRETE HAS REACHED DESIGN STRENGTH.
- PROVIDE A FULL DEPTH END DIAPHRAGM ALONG SKEW AT BEGIN BRIDGE FOR BALLAST TO PREVENT UPLIFT (1'-0" THICK, 2'-8" DEEP, #5 EWEF)
- MINIMUM BUILD-UP ON INTERIOR GIRDERS IS 1". MINIMUM BUILD-UP ON EXTERIOR GIRDERS IS 1-1/2".

REVISIONS						 RSH IMPROVING YOUR WORLD 33 E. Pine St., Suite 150 Orlando, Florida 32801 407-933-5300 FL Cert. Nos. 1 AAC00486, EB0005620	ORANGE COUNTY PUBLIC WORKS <small>4700 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32819-9100 (407) 238-7968</small>		CAMBER AND DEFLECTION DIAGRAMS (1)	SHEET NO. B1-26A
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		PROJECT NAME	PROJECT NO.		
						INTERNATIONAL DRIVE PEDESTRIAN BRIDGE	Y12-814			

Y15-725-CH
Addendum #2



UNIT 2 - PIER 2 TO PIER 3

DEFLECTION OF COMPOSITE BEAM - SLAB ASSEMBLY UNDER EFFECT OF DEAD LOAD PRIOR TO ADDITION OF SUPERIMPOSED DEAD LOAD (BARRIER, CANOPY, AND CLADDING)

DEFLECTION OF COMPOSITE BEAM - SLAB ASSEMBLY UNDER WEIGHT OF BARRIERS, COMPONENTS AND CLADDING (@ 39 PSF FOR BARRIERS AND 20 PSF FOR CLADDING)

LIVE LOAD DEFLECTION @ 100 PSF (100 PSF PER ASCE-7, NOT AASHTO)

NOTES:

1. GIRDERS SHALL BE FULLY SHORED IN PRECAMBERED POSITION UNTIL CONCRETE HAS REACHED DESIGN STRENGTH.
2. GIRDER MAY BE PREHEATED TO PRECAMBER ASSEMBLIES TO REQUIRED ELEVATION.
3. MINIMUM BUILD-UP ON INTERIOR GIRDERS IS 1". MINIMUM BUILD-UP ON EXTERIOR GIRDERS IS 1-1/2".

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

RS-H IMPROVING YOUR WORLD 501 E. Pine St., Suite 350 Orlando, Florida 32801 407-893-5800 FL Cert. Nos. 1 AJC001886, EB0005620		ORANGE COUNTY PUBLIC WORKS 4200 SOUTH OLIVE BOULEVARD ORLANDO, FLORIDA 32839-9225 1-800-898-9919	PROJECT NAME INTERNATIONAL DRIVE PEDESTRIAN BRIDGE	PROJECT NO. Y12-814	CAMBER AND DEFLECTION DIAGRAMS (2)	SHEET NO. B1-26B
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Prepared by and return to:

Katherine W. Latorre
Assistant County Attorney
Orange County Attorney's Office
P.O. Box 1393
Orlando, FL 32802

Project: I-Drive Pedestrian Bridge

UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement"), effective as of the latest date of execution, is made and entered into by and between ORANGE COUNTY, Florida, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393 ("COUNTY"), and DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY, a Florida Corporation, whose mailing address is P.O. Box 14042 Saint Petersburg, FL 33733 ("DUKE")(DUKE and COUNTY are collectively referred to herein as the "PARTIES").

WITNESSETH

WHEREAS, COUNTY is constructing the "I-Drive Pedestrian Bridge" between the west concourse of its Orange County Convention Center ("OCCC") property located at 9800 International Drive, Orlando, Florida, and the Hyatt Regency Orlando hotel ("the Hotel"), located at the north side of International Drive at 9801 International Drive, Orlando, Florida;

WHEREAS, construction of the I-Drive Pedestrian Bridge crosses certain DUKE utility easements on OCCC property;

WHEREAS, easements related to the OCCC property are referenced at the following Official Records of Orange County: ORB 3081 PG 191 (20-foot wide pedestrian, utilities and underground drainage Easement) ("E-1") and ORB 3187 PG 203 (10-foot wide Distribution Easement) ("E-6");

WHEREAS, DUKE owns 6-inch (6") conduits ("the Facilities") in E-6 on OCCC property as depicted in the project location map set forth in Exhibit "A" attached hereto and incorporated herein;

WHEREAS, the existing location of the Facilities in E-6, running parallel to the International Drive ("I-Drive") right-of-way, if not relocated, would be below the surface where the proposed above ground I-Drive Pedestrian Bridge west structures plaza would be constructed on top of facilities located in E-6;

WHEREAS, DUKE has determined that proposed structures on OCCC property will interfere with their maintenance of E-6, requiring the relocation of the Facilities, designated by DUKE as "Relocation Work," shown on Exhibit "B" attached hereto and incorporated herein;

WHEREAS, DUKE has requested that COUNTY permanently relocate the Facilities to within E-1 on OCCC property, to eliminate conflicts between the I-Drive Pedestrian Bridge and the Facilities;

WHEREAS, the parties desire that DUKE enter COUNTY's property in order to perform the Relocation Work according to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants hereinafter contained, it is agreed by both parties as follows:

1. DUKE agrees to perform, or cause to be performed, the Relocation Work, in accordance with Exhibit "B." The Relocation Work shall commence no later than 42 days after the Notice to Proceed is issued for the successful bid or once DUKE is notified that all prerequisite site conditions set forth in Section 14 of this Agreement are completed, whichever is earlier. The Relocation Work shall include the removal of all existing underground electrical cables, concrete pull box and the abandonment of underground conduit system under the proposed I-Drive Pedestrian Bridge within the existing E-6 location and replace the Facilities within E-1 on OCCC property, no later than 90 days from commencement of the Relocation Work. In the event the Relocation Work is not completed within the aforementioned 90-day period, COUNTY shall have the right to terminate this Agreement, effective upon written notice to DUKE, with the parties being relieved of all obligations hereunder, except as otherwise expressly provided herein, and to complete the Relocation Work at DUKE's expense. Delays caused by forces beyond the control of DUKE shall not be included in delays for which DUKE is responsible under this paragraph, provided that DUKE has used reasonable commercial efforts and diligence to avoid or remove such delays. Notwithstanding the foregoing, COUNTY shall reimburse DUKE for all work completed by DUKE prior to any termination of this Agreement. In the event of such termination, DUKE shall reimburse COUNTY for any unexpended funds advanced to DUKE by COUNTY pursuant to this Agreement. DUKE shall adjust their construction schedule to include blackout dates. See attached Blackout Dates Table on Exhibit "D". During each of these periods DUKE shall cease working within the project construction limits. All construction materials and machinery shall be neatly organized and confined to DUKE'S staging area. Additionally, DUKE shall adjust their construction schedule to include (10) ten consecutive or non-consecutive wildcard days with a minimum (24) twenty-four hour written notice by the COUNTY'S Highway Construction Inspector. During each of these periods DUKE shall cease working within the project construction limits.

2. COUNTY agrees that all expenses incurred by DUKE in order to perform such Relocation Work shall be paid by COUNTY after receipt of invoices for such expenses, in accordance with the terms outlined below.

3. Based on the construction plans submitted by COUNTY, DUKE has prepared a good faith estimate for all required modifications (the "Estimate"), which explains in detail the methods, procedures, and assumptions upon which it is based. This Estimate is attached as

Exhibit "C" and made a part of this Agreement. It is recognized that this Estimate may be subject to change based on final construction drawings, or a change in the schedule or duration of the construction work. COUNTY shall be responsible for payment of actual costs incurred by DUKE, that do not exceed such Estimate by more than twenty percent (20%), provided, however, that COUNTY shall not be responsible for any cost in excess of the Estimate unless COUNTY has approved such excess work in writing prior to its performance, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, because of the demanding and time-sensitive nature of construction activities, DUKE may reasonably determine that a required change to the construction contract, once underway, constitutes an emergency, based upon established standards of reasonable construction and may apply to COUNTY for payment of the same. COUNTY shall use reasonable efforts to respond to a request for approval from DUKE for such exceedance within twenty-four (24) hours of receipt by the COUNTY'S Highway Construction Inspector on site of DUKE's written request with written justification.

4. The Estimate shall include all materials necessary for the Relocation Work under the heading of "Material" and all construction work under the heading "Construction". DUKE shall submit to COUNTY invoices for costs of such items and after receipt of invoices, COUNTY shall submit payment to DUKE in accordance with Section 5 of this Agreement, provided the costs of such items are included within the Estimate in accordance with the terms outlined below.

5. Prior to DUKE initiating any work or expending any funds for the Relocation Work, DUKE shall submit an invoice for costs identified under the heading "Total Reimbursable Costs." COUNTY shall pay such invoice to DUKE in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes (2013) but in any event within sixty (60) days of receipt by a COUNTY employee authorized to accept such invoices.

6. As electrical facilities shall be energized during I-Drive Pedestrian Bridge construction, any outages of the lines required by COUNTY or its agents as a result of I-Drive Pedestrian Bridge construction shall be solely at the discretion of DUKE based on system availability. Any requests for outages of the line shall be made to DUKE as far in advance as possible of the requested date, at a minimum of 21 calendar days. DUKE requires 10 calendar days to write a Switching Order and 11 calendar days to coordinate crew availability. DUKE will not complete any switching request during critical events at the OCCC to reduce reliability risks to the customer.

7. During construction, COUNTY shall use reasonable efforts to allow DUKE continuous, unobstructed access to all the Facilities to the extent reasonable.

8. For the duration of this Agreement, COUNTY and DUKE, and their respective agents and/or contractors and subcontractors shall each provide and maintain insurance or self-insurance coverage of such types and in such amounts as may be deemed necessary by each

party. Such insurance or self-insurance shall include at a minimum workers' compensation and employers' liability, business automobile liability and commercial general liability coverage. COUNTY and DUKE shall be named as additional insured on all liability policies maintained by their respective agents, contractors and subcontractors. Neither party to this Agreement or its officers and employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions and/or negligence of the other party. Each party shall defend, indemnify and hold the other party harmless from all claims, damages, actions, losses, suits, judgments, fines, liabilities, costs and expenses arising out of or resulting from the negligent performance of its respective operations under the Agreement. Notwithstanding the foregoing, such indemnification by COUNTY shall be only to the extent provided in Section 768.28, Florida Statutes, as amended from time to time, and no further waiver of sovereign immunity shall be implied thereby. The provisions of this paragraph will survive the termination of this Agreement.

9. Notices. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be delivered or mailed, by registered or certified United States Mail, postage prepaid, return receipt requested, or by nationally recognized, overnight courier (e.g., Federal Express) the party entitled or required to receive the same, as follows:

To DUKE: Duke Energy Florida, Inc. d/b/a Duke Energy
Attention: Brian Lloyd, PE
3250 Bonnet Creek Rd
Lake Buena Vista, FL 32830

To COUNTY: Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393
Attention: Orange County Administrator

With a copy to: Orange County Public Works
P.O. Box 1393
Orlando, Florida 32802-1393
Attention: Director

10. This Agreement is governed by the Laws of the State of Florida and appropriate venue is only in the Ninth Judicial Circuit of Orange County, Florida.

11. This Agreement and its attached exhibits constitute the entire Agreement between the parties and supersede any previous understanding between the parties. Changes to this Agreement affecting the terms must be made in writing by addendum and executed in substantially the same manner as this document. If any provision in this Agreement is invalidated, all remaining provisions shall continue in full force and effect, unless terminated.

12. DUKE hereby acknowledges that time is of the essence to the lawful performance of the duties and obligations contained in this Agreement.

13. All work performed by DUKE under this Agreement shall be surveyed and documented in its final position (size of facilities, and horizontal and vertical position), with such documentation being paid for by COUNTY and completed by COUNTY subcontractor, on an "As-Built" plan signed and sealed by a Professional Surveyor and Mapper registered within the State of Florida.

14. The Estimate shown in Exhibit "C" is based upon 2014 contract prices for both labor and material. The final charges to be paid by COUNTY shall be based upon current contract costs at the time of construction. COUNTY shall be responsible for staking E-1 and E-6, bridge structures including footprint and depth/grade and clearing/grubbing of site prior to installation of DUKE facilities.

15. Force Majeure: Neither party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from any cause beyond the reasonable control of the affected Party, including but not limited to, fire, flood, embargo, war, an act of war (whether war is declared or not), insurrection, riot, civil commotion, strike, lockout or other labor disturbance, act of god or act, omission or delay in acting by any governmental authority or the other Party or an activity or operational or service requirement of a Party as an electric utility; provided, however, that the Party claiming the right to excuse performance by reason of force majeure shall use reasonable commercial efforts and diligence to avoid or remove such cause of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such cause is removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

16. The terms, provisions, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of DUKE and COUNTY, their respective successors and assigns; provided however, that this Agreement shall not be assignable without the prior written consent of the other party hereto.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year below names signatures.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Printed Name: _____

DUKE ENERGY FLORIDA, INC., d/b/a
DUKE ENERGY, a Florida corporation

By: _____
Name: Michael A. Lewis
Title: Senior Vice President
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by Michael A. Lewis, Senior Vice President of Duke Energy, a Florida corporation, who is personally known to me and has produced _____ as identification and did/did not (circle one) take an oath.

(NOTARY SEAL)

Notary Public, State of Florida

Name: _____
Notary Commission No. _____
My Commission Expires: _____

Exhibit A
(Location Map)

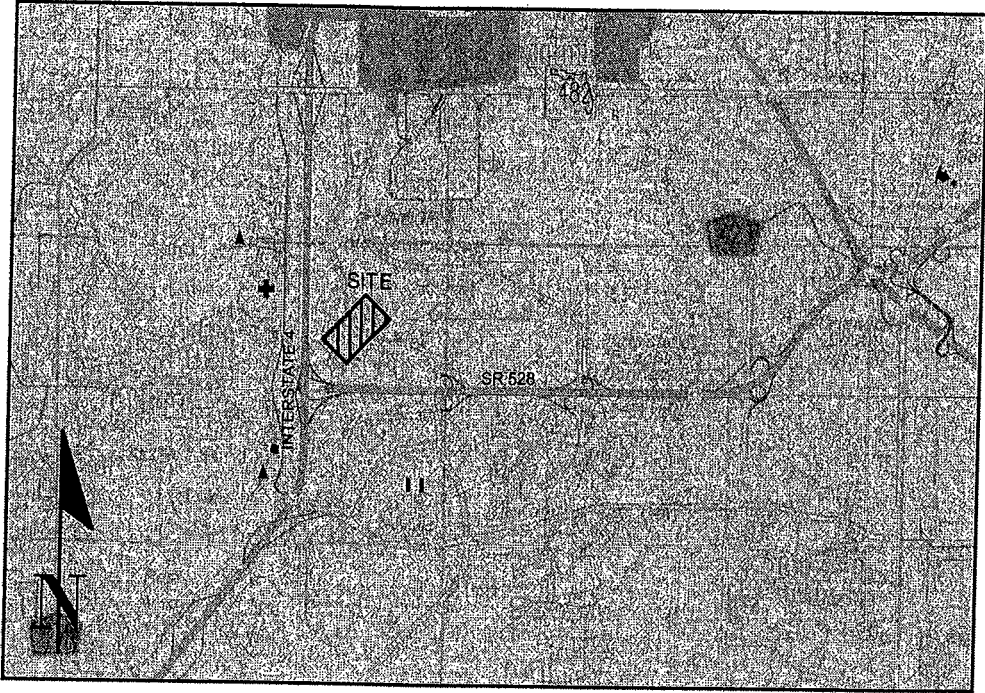


Exhibit B
(Relocation Work)

Exhibit C
(Estimate of Materials and Construction)

Exhibit D
(Blackout Dates Table)

No.	Event Name	Black-Out Days	Specific Dates	# of Week Days	# Weekend Days
1	International Pastors & Leadership Conference (35895)	Thu, Fri, Sat	4/30-5/2 2015	2	1
2	Citrix (34808)	Mon, Tue, Wed, Thu	5/11-5/14 2015	4	0
3	ATD 2015 International Conference & Exposition (24056)	Mon, Tue, Wed	5/18-5/20 2015	3	0
4	Premiere Beauty Show (14212)	Sat, Sun, Mon	5/30-6/1 2015	1	2
5	InfoComm (26178)	Tue, Wed, Thu, Fri	6/16-6/19 2015	4	0
6	NBMBAA Annual Conference & Exposition (32749)	Thu, Fri	9/24-9/25 2015	2	0
7	American International Motorcycle Expo (33785)	Tue, Wed, Thu, Fri, Sat, Sun	10/13-10/18 2015	4	2
8	American Heart Association (23227)	Sun, Mon, Tue, Wed	11/8-11/11 2015	3	1
9	American Society of Hematology Annual Meeting and Exposition (35479)	Fri, Sat, Sun, Mon, Tue	12/4-12/8 2015	3	2
10	PGA Merchandise Show (22590)	Mon, Tue, Thu, Fri	1/25-1/26 and 1/28-1/29 2016	4	0
11	Society of Critical Care Medicine (30680)	Sat, Sun, Mon, Tue	2/20-2/23 2016	2	2
12	American Academy of Orthopedic Surgeons (31757)	Wed, Thu, Fri	3/2-3/4 2016	3	0
13	McDonald's Corporation (34662)	Mon, Tue, Wed, Thu	4/11-4/14 2016	4	0
14	International Trademark Association Annual Meeting (31222)	Sat, Sun, Mon, Tue, Wed	5/21-5/25 2016	3	2