
IFB NO. Y15-757-SB

ISSUED: February 27, 2015

INVITATION FOR BIDS

FOR

EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR

Mail or Hand Deliver

ORIGINAL BID FORM (MARKED "ORIGINAL") & THREE (3) COMPLETE COPIES

BY 2:00 PM – March 17, 2015

To:

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INTERNAL OPERATIONS CENTRE II
PROCUREMENT DIVISION
400 E. SOUTH STREET- 2nd FLOOR
ORLANDO, FLORIDA 32801

Bid Opening:

March 17, 2015 - 2:00 PM

Internal Operations Centre II
Procurement Division Conference Room, Second Floor
Orlando, Florida 32801

Non - Mandatory Pre-Bid Conference – March 5, 2015 1:00 P.M.
At Project Site. Off of SR 50, East of Ft. Christmas, FL, just before the Brevard
County line on the St. Johns River. Orange County, Florida
Interested bidders are encouraged to attend.

NOTICE TO BIDDERS/OFFERORS

To ensure that your bid/proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Sally Bergman at (407) 836-6534 or email: Sally.Bergman@ocfl.net.

NOTE: This solicitation is being procured using Emergency Procurement Procedures.

PART A

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NEW BID BOND REQUIREMENT – See Part C, Instructions to Bidders, Paragraph 19 e.

TABLE OF CONTENTS

PART	DESCRIPTION	PAGE
Volume I		
A	INVITATION FOR BIDS	A
B	NOTICE	B
C	INSTRUCTIONS TO BIDDER	
1.	GENERAL	C-1
2.	PREPARATION AND SUBMISSION OF BIDS	C-1
3.	MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (NOT APPLICABLE)	C-4
4.	BID PREFERENCE FOR SERVICE-DISABLED VETERANS (SDV) (NOT APPLICABLE)	C-9
5.	BID ERRORS	C-10
6.	DEVIATIONS	C-10
7.	SUBSTITUTE MATERIAL AND EQUIPMENT	C-10
8.	REQUESTED INFORMATION/DESCRIPTIVE LITERATURE	C-11
9.	AWARD OF CONTRACT/REJECTION OF BIDS	C-11
10.	POSTING OF RECOMMENDED AWARD	C-12
11.	CONTRACT DOCUMENTS	C-12
12.	MODIFICATION/ALTERATION OF SOLICITATION	C-12
13.	LAWS AND REGULATIONS	C-12
14.	REQUIRED DISCLOSURE	C-13
15.	EXECUTION OF WRITTEN AGREEMENT	C-13
16.	LICENSING REQUIREMENTS	C-13
17.	SECURITY FORFEITURE	C-14
18.	PERFORMANCE BOND AND PAYMENT BOND	C-14
19.	QUALIFICATIONS OF SURETY COMPANIES	C-14
20.	TRENCH SAFETY ACT	C-15
21.	DRUG FREE WORKPLACE	C-15
22.	BID TABULATION AND RECOMMENDED AWARD	C-15
23.	INDEMNIFICATION FOR TORT ACTIONS	C-16
24.	OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)	C-16
25.	PUBLIC ENTITY CRIME STATEMENT	C-16
26.	SUBCONTRACTOR/SUPPLIER INFORMATION	C-16
27.	SUBCONTRACTOR'S PAST PERFORMANCE	C-17
28.	REFERENCES	C-17
29.	BID & RELATED COSTS	C-17
30.	SOLICITATION CANCELLATIONS	C-18
31.	LICENSES/PERMITS/FEEES	C-18
32.	BID ACCEPTANCE PERIOD	C-18
33.	EQUAL OPPORTUNITY	C-18
34.	ETHICS COMPLIANCE	C-19
35.	TOBACCO FREE CAMPUS	C-19
36.	VERIFICATION OF EMPLOYMENT STATUS	C-19
37.	PROPRIETARY INFORMATION	C-20

PART	DESCRIPTION	PAGE
D	BID FORM	
	OFFICIAL BID FORM	D-1
	NON-COLLUSION AFFIDAVIT	ATTACHMENT A
	REQUIRED DISCLOSURE	ATTACHMENT B
	M/WBE QUESTIONNAIRE	ATTACHMENT C
	COMPLIANCE WITH TRENCH SAFETY ACT	ATTACHMENT D
	REFERENCES	ATTACHMENT E
	PROJECT EXPENDITURE REPORT	ATTACHMENT F
	RELATIONSHIP DISCLOSURE FORM	ATTACHMENT G
	E-VERIFICATION CERTIFICATION	ATTACHMENT H
	BID BOND	EXHIBIT 1
E	CONSTRUCTION CONTRACT	
	CONTRACT FORM	E-1
	PERFORMANCE BOND	E-6
	PAYMENT BOND	E-9
	RELEASE OF LIEN	E-12
	CHANGE ORDER FORM	E-13
	CONSENT OF SURETY/INCREASE OF PENALTY FORM	E-15
	DRUG-FREE WORKPLACE FORM	E-17
F	GENERAL CONDITIONS	
	ARTICLE 1 - CONTRACT	F-1
	ARTICLE 2 - DEFINITIONS	F-1
	ARTICLE 3 - ASSIGNMENT OF AGREEMENT	F-3
	ARTICLE 4 - QUALIFICATIONS OF SUBCONTRACTORS AND SUPPLIERS	F-4
	ARTICLE 5 - STARTING THE WORK	F-4
	ARTICLE 6 - INTERPRETATION AND INTENT OF THE CONSTRUCTION DOCUMENTS	F-4
	ARTICLE 7 - REFERENCE POINTS	F-5
	ARTICLE 8 - BONDS AND INSURANCE AND INDEMNIFICATION	F-6
	ARTICLE 9 - CONTRACTOR'S RESPONSIBILITIES	F-11
	ARTICLE 10 - WORK BY OTHERS	F-17
	ARTICLE 11 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION	F-19
	ARTICLE 12 - CHANGES IN THE WORK	F-19
	ARTICLE 13 - CHANGE OF CONTRACT AMOUNT/CONTRACT TIME	F-20
	ARTICLE 14 - CONDITION OF MATERIALS & PACKAGING	F-27
	ARTICLE 15 - ASBESTOS FREE MATERIALS	F-27
	ARTICLE 16 - WARRANTY/ACCEPTANCE OF DEFECTIVE WORK	F-27
	ARTICLE 17 – DELAYS AND EXTENSION OF TIME	F-30

ARTICLE 18 - PAYMENT AND COMPLETION	F-31
ARTICLE 19 - SUSPENSION OF WORK AND TERMINATION	F-38
ARTICLE 20 - MAINTENANCE AND EXAMINATION OF RECORDS	F-39
ARTICLE 21 – MINORITY/WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS AND SMALL BUSINESS PROVISIONS	F-41
ARTICLE 22 - FEDERAL REQUIREMENTS	F-43
ARTICLE 23 – VERBAL ORDERS	F-43
ARTICLE 24 – MISCELLANEOUS	F-44
ARTICLE 25 – CONTRACT CLAIMS	F-45
ARTICLE 26 – VALUE ENGINEERING	F-46
ARTICLE 27 – PATENTS AND ROYALTIES	F-49

**G SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS
NOT USED**

Volume II

H TECHNICAL PROVISIONS (SPECIFICATIONS)

<u>DIVISION 1</u>	<u>GENERAL REQUIREMENTS</u>
Section 01001	Project Directory
Section 01005	Administrative Provisions
Section 01010	Summary of the Work
Section 01027	Application for Payment
Section 01035	Modification Procedures
Section 01040	Project Coordination
Section 01045	Cutting & Patching
Section 01070	Abbreviations
Section 01095	Reference Standards and Definitions
Section 01200	Project Meetings
Section 01300	Submittals
Section 01410	Testing Laboratory Services
Section 01500	Temporary Facilities
Section 01600	Materials and Equipment
Section 01631	Products Substitutions
Section 01700	Project Close-out
Section 01740	Warranties and Bonds

<u>DIVISION 2</u>	<u>SITE WORK</u>
02110	Site Clearing
02200	Earthwork with Geotechnical Report
02214	Pavement Removal and Replacement
02270	Erosion & Sedimentation
02360	Steel Sheet Piling
02510	Subgrade Stabilization
02580	Concrete Curbs and Walks

<u>DIVISION 3</u>	<u>CONCRETE</u>
03300	Cast in Place Concrete

INDEX OF DRAWINGS

CS1 – Cover Sheet

C001 – Overall Existing Site Plan

C002 – Site Demolition and Erosion Control Plan

C101 – Site Development Plan

C201 – Grading & Drainage Plan

C401 – Site Details

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ISSUED: February 27, 2015

**NOTICE
INVITATION FOR BIDS NO. Y15-757-SB
EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR**

Sealed bid offers (Original Bid Form and three (3) complete copies) for furnishing the above will be accepted up to **2:00 PM, March 17, 2015** in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801. Bids will be opened shortly thereafter in the Procurement Division Conference Room, 2nd Floor; Internal Operations Centre II.

Bid Documents are available in the following formats:

1. Complete bid documents may be obtained from the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd floor, Orlando, FL 32801. Phone (407) 836-5635 and Fax (407) 836-5899. The documents are available for a cost of **\$0** non-refundable.
2. A printed copy of the basic solicitation documents and a CD containing the construction plans and specifications are available for a cost of **\$0** per CD non-refundable.
3. Complete bid documents **including construction plans and specifications** are now available for downloading from the internet at **orangecountyfl.net**.

NOTE: THIS SOLICITATION IS BEING PROCURED USING EMERGENCY PROCUREMENT PROCEDURES.

A Non-Mandatory Pre-Bid Conference will be held on March 5, 2015, 1:00 P.M., At Project Site. Off of SR 50, East of Ft. Christmas, FL, just before the Brevard County line on the St. Johns River, Orange County, Florida. Interested bidders are encouraged to attend.

SCOPE OF WORK:

The project includes sheet piling, removal of concrete paving, new curbing and re-sodding of areas affected. Other site improvements include grading and stormwater swales.

PROJECT LOCATION:

SR 50 Boar Ramp on St. John's River at the Orange/Brevard County Lines.
Orange County, Florida

Johnny M. Richardson, CPPO, CFCM
Manager, Procurement Division

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PART C - INSTRUCTIONS TO BIDDERS

1. GENERAL:

The term County used herein refers to the Board of County Commissioners, Orange County, Florida, or its duly authorized representative. The term Bidder used herein refers to the manufacturer, dealer or business organization submitting a bid to the County in response to this Invitation for Bid.

2. PREPARATION AND SUBMISSION OF BIDS:

- a. Form of Proposal: Each Bidder shall submit the bid in four parts (original Bid Form, marked original, with attachments and three (3) copies of the Bid Form and all attachments) and indicate the base bid price and any alternative(s) that may be included in the proper space(s).

The estimated total base bid is the sum of all pay item totals and the County reserves the right to correct errors in pay item totals arising from incorrect extensions. See "Bid Errors", Item 4.

- b. All bids, proposals or quotations, unless otherwise specified, must be delivered in a sealed envelope, either mailed or hand carried, to the Procurement Division, Orange County Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, prior to the bid opening time as specified in Part B. Bids received after the date and time specified will be returned unopened. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bids.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The delivery of said bid to the Procurement Division prior to the time and date stated in Part A is solely and strictly the responsibility of the Bidder. The County shall not be responsible for delays in delivery to the Procurement Division caused by the United States Postal Service or courier service, delivery to any other County Office or delays caused by any other occurrence. The bid delivery time will be scrupulously observed. Under no circumstances will bid proposals delivered after the delivery time specified be considered.

The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

Bidders should indicate on the sealed envelope the following:

1. Invitation for Bid Number
 2. Hour and Date of Opening
 3. Name of Bidder
 4. Return Address of the Bidder
- c. Bids will be publicly opened in the Procurement Division Conference Room, 2nd Floor of the Orange County Internal Operations Centre II, 400 E. South Street; Orlando, Florida.
- d. All bid proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with his signature in full. When a firm is a Bidder, the bid proposals shall be signed in the name of the firm by one or more of the partners. When a corporation is a Bidder, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the bid proposal as agent must file with it legal evidence of his authority to do so. Bidders who are nonresident corporations shall furnish to the County a duly certified copy of their permit to transact business in the State of Florida along with the Bid Proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Bid Proposal.
- e. The Bidder is solely responsible for reading and completely understanding the requirements and the specifications of the solicitation.
- f. Bid proposals may be withdrawn by written, telecopied or telegraphic requests dispatched by the Bidder and received by the Manager of the County Procurement Division before the time for receiving bids has expired. Negligence on the part of the Bidder in preparing a bid proposal is not grounds for withdrawal or modification of a bid proposal after such bid proposal has been opened by the County. A Bidder may not withdraw or modify a bid proposal after the appointed bid proposal opening and such bid proposal must be in force for **ninety (90)** days after the bid opening. Bidders may not assign or otherwise transfer their bid proposals.
- g. At the time and place fixed for the opening of bid proposals (see above), every bid proposal properly delivered within the time fixed for receiving bid proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present, in person or by representative.
- h. A Bid, Payment and Performance Bond are a requirement of the IFB when the bid/contract amount exceeds \$100,000.

Submission of an original Bid Bond (copy not acceptable) completed and signed by all required parties and submitted on the form provided in Exhibit 1 to the Bid Proposal (Part D), or in the alternative, a Certified Check, or a Cashier's Check shall be required to accompany each bid proposal in a stated dollar amount of not less than ten (10%) percent of the sum of the computed total amount of the Bidder's Base Bid proposal. Submittal of a Bid Bond less than 10% of the bid sum shall result in rejection of the bid. **Failure to submit the Bid Bond on the form provided in Exhibit 1 to the Bid Proposal (Part D) shall result in rejection of the bid.**

In order to be acceptable to the County, the Surety company issuing the Bid Bond as called for in this Invitation for Bids, shall meet and comply with the minimum standards described in Part C, Section 19, "Qualifications of Surety Companies". **Failure to submit a Bid Bond from a Surety Company meeting these minimum standards shall result in rejection of the bid.**

Certified checks or cashier's checks shall be drawn on a solvent bank or trust company to the order of the Board of County Commissioners, Orange County, Florida and shall have all necessary documentary revenue stamps attached, if required by law. Personal checks are not acceptable to the County. See Section 19, "Qualifications of Surety Companies" for additional requirement.

- i. A pre-Bid conference will be held at the time and location shown in the Notice, Part B of this Bid package.
- j. No oral interpretation of the meaning of the plans, specifications, or other Contract documents shall be considered binding. Every request for interpretation shall be in writing addressed to **Sally Bergman, Email: Sally.Bergman@OCFL.net**. To be given consideration, such requests must be received Seven (7) days prior to bid opening.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be available for downloading from the Internet at orangecountyfl.net. All addenda so issued shall become part of the Contract Documents and receipt shall be acknowledged on the Bid Form, Part D or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid.

- k. Before submitting bid proposals, Bidders must carefully examine the site of the proposed work and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this bid package.

No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this bid package as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Bidder (Contractor) to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

3. MINORITY/WOMEN OWNED BUSINESS ENTERPRISES: (NOT APPLICABLE)

- a. To provide for the participation of certified minority and women owned businesses (M/WBE's) in the County's procurement of construction services. Bidders submitting bids to the County are urged to comply with M/WBE subcontracting goals established by the County Minority/Women Business Enterprise Ordinance, No. 94-02 and amended by Ordinance No.2009-21. The overall goal for all bids (inclusive of all additive and deductive alternates) is 25% participation for M/WBE subcontractors and suppliers. Upon Contract award the Contractor must meet the M/WBE expenditure required by the Contract.

The Ordinance also addresses minority/women group employment levels setting goals to encourage each Bidder to maintain 18% minority and 6% women employees.

Note: Only 50% of material/supply dollars purchased from M/WBE distributors is applied toward the goals for minority and women business enterprise participation on construction projects. Contractor shall list **the total amount of material/supply dollars** to be purchased from each M/WBE distributor on the Subcontractor/Supplier Page (Attachment C-2). **The County will calculate the actual dollars to be applied toward the goals.**

b. NOTICE: Goals for bids under \$100,000

There are M/WBE goals for all bids including bids for IFB estimated to be less than \$100,000 (inclusive of all additive and deductive alternates).

c. M/WBE Bidders competing as primes

If an M/WBE firm bidding as a prime certifies with his/her bid that it will self-perform 51% percent or more of the project, as evidenced by Attachment C-2, then that firm will not be required to comply with the M/WBE subcontracting goals. **Failure to include the percentage of work and the scope of work to be self-performed, and the dollar amount for the work an M/WBE Bidder competing as a prime intends to self-perform will result in the M/WBE Bidder receiving zero M/WBE participation for the bid.**

However, if the M/WBE Bidder will not be self-performing at least 51% percent of the project, then he/she must comply with the M/WBE

participation goal, and good faith effort documentation required from non-M/WBE Bidders to receive M/WBE compliance consideration.

d. **Subcontracts/Purchase Orders**

The successful Bidder shall provide a copy of all fully executed subcontracts and purchase orders issued to M/WBE's listed on Attachment C-2 to the Business Development Division. Submittal of these subcontracts/purchase orders is a condition precedent to execution of the prime Contract by the County.

The Contractor shall include a Prompt Payment Clause (reference Part F, Article 21, paragraph B) in all subcontracts and purchase orders. The Contractor should include in the subcontracts that they are contingent upon execution of the prime Contract.

The County may, at its discretion, require copies of subcontracts/purchase orders for the non-M/WBE's listed on Attachment C-2. However, if this option is not exercised, the awarded Contractor shall provide a list of all non-M/WBE Subcontractors and suppliers certifying that a prompt payment clause has been included in that Contract or purchase order.

e. **Good Faith Effort Documentation Requirements -**

If the established goals (reference paragraph 3.a above) are not achieved, to maximize consideration for MWBE participation, Bidders should provide with the bid sufficient documentation to substantiate that ALL FIVE of the mandatory efforts listed below were undertaken. Bidders meeting or exceeding the goals need not provide good faith effort documentation. Refer to paragraph f for the sliding scale for enforcement of the good faith effort document.

i. If a bidder desires to meet the good faith effort documentation requirements he/she must provide written notice to certified M/WBEs that provides the type of work that the Bidder intends to subcontract. The notice shall be by e-mail or fax, no fewer than seven (7) calendar days prior to bid or proposal opening. All e-mails and faxes shall include the legal name of the M/WBE firm. The notice shall advise the M/WBE's:

- a. that their interest in the contract is being solicited;
- b. of the specific work the Bidder intends to subcontract
- c. how to obtain information about and review the contract plans and specifications;
- d. information on bonding, insurance and other pertinent requirements;
- e. the deadline for bid or proposal submissions to the Bidder and the bid due date to the County;

- f. 24 hours notice of any addenda.
- ii. Also bidders shall provide an explanation why the M/WBE goals were not achieved, and list the scopes of service not subcontracted on Attachment C-2
- iii. Bidders shall follow up initial submittals of interest by contacting M/WBEs and documenting using a contract log, which shall include the firm's name address, contact information (e-mail, telephone and/or fax numbers), scope of work requested, the date, name of person making the effort, denote if M/WBEs will bid, time quote received and notes denoting if plans and specifications were sent. Each bidder shall use the standardized contact log, Attachment C-5.
- iv. In instances where a non-minority/non-woman contractor is listed for work for which M/WBE availability exists, the Bidder shall submit **ALL** quotations received from M/WBEs **AND** the listed non-M/WBE **within twenty-four (24) hours, if one of the three (3) apparent low Bidders**. The Bidder shall provide an explanation as to why the M/WBE's quotations were not accepted.

Receipt of a lower quotation from a non-M/WBE prior to bid opening will not in itself excuse a Bidder's failure to meet M/WBE participation goals. However, a Bidder's good faith effort obligation does not require a Bidder to accept a quotation from a M/WBE which is an unreasonable price. For the purpose of this subsection, "unreasonable price" means a price above (or below) competitive levels which cannot be attributed to the M/WBE's attempt to cover costs inflated by the present effect of discrimination.

- v. Bidder shall contact the Business Development division staff as a resource to obtain M/WBE participation goal.

If the Bidder fails to meet requirements (i – iv) of the above mentioned good faith effort documentation, then the bidder will be permitted to substitute one of the following with documentation showing that

- (1) The Disney Entrepreneur Center (DEC) was used to host a workshop that informed M/WBE firms how to better prepare for sub-contracting opportunities;
- (2) The Bidder has participated in Orange County Business Development Division's sponsored "How to do Business" workshop;
- (3) The Bidder has sponsored a match-maker event with certified M/WBE firms.

Orange County Business Development Division will determine the usage of this substitution, along with the appropriate time frame for utilizing this credit.

If, after Contract award, Prime Contractors who have not achieved the M/WBE participation goals choose to subcontract work indicated as being self-performed without prior written approval of the Business Development Division (reference Part F, Article 21, paragraph D), the matter will be reported to the Procurement Division with an appropriate responsibility recommendation for consideration in the event the contractor competes for future County contracts.

f. Sliding scale for enforcement of good faith effort requirements

If the established goals are not achieved by the low Bidder and it has been determined that the good faith efforts required for compliance have not been documented by the low Bidder, then the bid shall be rejected as non-responsive, but only if the next lowest responsive bid does not exceed the low bid by more than:

- i. Eight (8) percent on contract awards up to one hundred thousand dollars (\$100,000.00); or
- ii. Seven (7) percent on contract awards from \$100,000.00 to \$500,000.00; or
- iii. Six (6) percent on contract awards from \$500,000.01 to \$750,000.00; or
- iv. Five (5) percent on contract award from \$750,000.01 to \$2,000,000.00; or
- v. Four (4) percent on contract awards from \$2,000,000.01 to \$5,000,000.00; or
- vi. Three (3) percent on contract awards over \$5,000,000.01.

However, if the next low bid is responsive only because of the Bidder having made good faith effort (not because of having met the goals), the Board may approve award of the Contract to the next low Bidder only if the value of its M/WBE participation is equal to or greater than that of the low Bidder.

- g. Letters of Intent shall match **exactly the information provided on** Attachment C-2 to the Bid Forms D, Attachment C-3 and shall be executed by the apparent low Bidder and all M/WBE Subcontractors and/or suppliers listed on Attachment C-2 shall be submitted to the Business Development Division office before 5:00 P.M. on the second business day after bid opening.
- h. Bidders shall not reject an M/WBE as unqualified without sound reasons based on a thorough and documented investigation of that M/WBE's capabilities.

- i. Bidder's efforts will be evaluated considering the ability of other Bidders to meet the requirements relating to the use of M/WBE subcontractors.
- j. Bidders should make whatever additional efforts are necessary to achieve the goals and it is recommended that these efforts be documented. However, this documentation shall not replace the required documentation if the goals are not met. Bidders are encouraged to contact the Business Development Division for guidance and assistance. Additional efforts by Bidders may include but are not limited to the following:
 - i. Bidders should provide interested M/WBE's with assistance in reviewing the Contract plans and specifications.
 - ii. Bidders should assist interested M/WBE's in obtaining required lines of credit, insurance or bonding.
 - iii. Bidders should solicit only types of work that match the capabilities of the M/WBE's and for which they are certified.
- k. All participating M/WBE's must be certified by Orange County. The Business Development M/WBE Directory is available by e-mail or through the Orange County web site at Orangecountyfl.net. **Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be certified prior to bid opening and must be certified in the area(s) for which they will be used.** If a firm claims to be certified, but is not listed in the Directory, Contractor should obtain a copy of their Certificate and/or contact the Business Development Division for verification of certification.
- l. The County has established a credit program whereby Contractors are awarded credits to be applied toward meeting the M/WBE goals on certain County bids. Emphasis will be placed on credits for Non-County Utilization and First-Time M/WBE Utilization. Bidders are encouraged to contact the Business Development Division for information on acquiring and applying the credits.
- m. Effective August 1, 2003, the County implemented a graduation program. Under this program, utilization of M/WBE firms designated as graduates shall count toward meeting M/WBE participation goals only on specified projects. All construction solicitations for which the County has determined the overall contract amount to be awarded to the prime in excess of \$10,000,000 for vertical construction, \$7,000,000 for horizontal construction and \$7,000,000 for all other construction are eligible for graduate M/WBE participation. Vertical construction is any construction of a structure or building which requires a general or building contractor's license. Horizontal construction includes but is not limited to roadwork, site work, drainage or utilities work. Other construction is any construction other than what is defined as vertical or horizontal construction.

The Bidder's total base bid, which is used by the Procurement Division as the basis for determining Contract award value, will be used to determine if graduated M/WBE firms are eligible to participate. If the contract has option provisions, the total base Bid is the total of the Basic Contract Year plus all Option Years. Prime contractors will receive full M/WBE credit for the use of graduated M/WBE's that meet all other requirements.

It is the Bidder's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

- n. The County is compiling information about the MWBE program in order to gauge the level of program understanding and acceptance. Bidders should complete the M/WBE Survey, Attachment C-4 and return with their Bid Proposal Form. Failure to submit the completed survey may delay award of the Contract.

Intentional failure to attempt compliance and/or intentional failure to comply with the M/WBE subcontract goals pursuant to the Minority/Women Business Enterprise Ordinance, may result in the County invoking penalties under that ordinance and/or a finding by the County that a Bidder is "non-responsible", thus resulting in that bid being rejected and the Bidder facing possible suspension or debarment from future County IFB's.

4. BID PREFERENCE FOR SERVICE-DISABLED VETERANS (SDV)

The Orange County Service-Disabled Veteran Business Program Ordinance sets vendor preferences for service-disabled veteran business enterprises registered with Orange County Business Development division.

As part of this program, Contractors are required to complete the Attachment C-2 listing **ALL** subcontractors (majority, women and minority, and service-disabled veteran) their firm will utilize in fulfillment of the requirements of this solicitation.

Also, in accordance with the County SDV Ordinance, preferences for certified service-disabled veteran business enterprises shall be applied on bid awards (sealed bids). The following bid preference scale shall apply to bids submitted by certified service-disabled veterans business enterprises as long as the bid does not exceed the low bid by more than 8% on bid awards up to \$100,000; 7% on bid awards from \$100,000 to \$500,000; 6% on bid awards from \$500,000.01 to \$750,000.00; 5% on bid award from \$750,000.01 to \$2,000,000; 4% on bid awards from \$2,000,000.01 to \$5,000,000; or 3% on bid awards over \$5,000,000.01.

Certified service-disabled veteran business enterprises may be awarded or recommended for award of contracts when their bids are within the above allowed percentage in comparison to the low responsive and responsible bid(s).

If a certified service-disabled veteran business enterprise, entitled to the vendor preference under this section, and one (1) or more other businesses also entitled to this preference, or another vendor preference provided by the Orange County

Code, submit bids, proposals, or replies for procurement of commodities or contractual services which are otherwise equal with respect to all relevant considerations, including price, quality, and service, then the Procurement Division Manager shall award the procurement or contract to the business having the smallest net worth.

5. BID ERRORS:

Where bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price bid items, if an error is committed in the extension of an item, the unit price as shown in the Official Bid Form will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.

6. DEVIATIONS:

Bidders are hereby advised that Orange County will only consider bid Proposals that meet the specifications and other requirements imposed upon them by this bid package. In instances where a deviation is stated in the bid form, said bid will be subject to rejection by the County in recognition of the fact that said bid Proposal does not meet the exact requirements imposed upon the Bidder by the Contract Documents.

7. SUBSTITUTE MATERIAL AND EQUIPMENT:

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever materials or equipment or patented processes are specified or described in the Contract Documents by naming a trade name, manufacturer, supplier or proprietary item or catalog number, the naming of the item is intended to establish the type, function and quality required and to establish a basis for bidding.

Substitute materials or equipment may be considered after a Contract for the Work is executed if sufficient information is supplied by Contractor to allow Project Manager to evaluate the proposed substitution, unless the naming of the item is followed by words indicating that no substitution is permitted. The procedure for submittal of any such application by Contractor and consideration by Project Manager is set forth in the General Conditions.

In the event that substitute materials or equipment are used and are less costly than the originally specified material or equipment, then the difference in cost of the item shall benefit the County and Contractor in equal proportions. Applications for substitute materials and equipment shall only be evaluated after the Contract is executed. The Base Bid and Alternates shall reflect the costs for the materials and equipment named or specified only.

8. REQUESTED INFORMATION AND DESCRIPTIVE LITERATURE:

Bidders must furnish all requested information in the spaces provided on the bid form or attachments thereto. Additionally, where required pursuant to the provisions of this bid package, Bidders must submit with their bid proposal cuts, sketches, descriptive literature and/or complete specifications relative to the items proposed and offered.

9. AWARD OF CONTRACT/REJECTION OF BIDS:

The Board of County Commissioners will award a Contract to the low, responsive and responsible Bidder, price and other factors considered. The County will award one Contract for this requirement. The Board of County Commissioners, in its sole discretion, reserves the right to reject any and all bids and to waive any informality concerning bid proposals whenever such rejection or waiver is in the best interest of the County. The ability of a Bidder to obtain a performance bond and a payment bond shall not be regarded as the sole test of such Bidder's competency or responsibility. Nothing contained herein shall place a duty upon the County to reject bids or award a Contract based upon anything other than its sole discretion as described herein.

When more than one method of work is prescribed in the solicitation with separate pricing allowed for each method, the County will select the method determined to be in its best interests, price and other factors considered.

Determination of the low Bidder when additive or deductive bid items are involved shall be as follows:

A. ADDITIVE/DEDUCTIVE BID ITEMS:

1. If it is deemed to be in the best interest of the County to accept the additive or deductive items, award will be made to the Bidder that offers the lowest aggregate amount for the base bid, plus or minus (in the order listed on the bid form), those additive or deductive bid items that provide the most features of the work.
2. All bids will be evaluated on the basis of the same additive or deductive bid items.
3. Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductible bid items, or alternate bids shall be cause for rejection of the bid as non-responsive.

B. RECIPROCAL LOCAL PREFERENCE:

In the event the lowest responsive and responsible bid submitted in response to any invitation for bid is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible

bidder having a principal place of business within Orange County, Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.

10. POSTING OF RECOMMENDED AWARD AND PROTESTS:

The recommended award will be posted for review by interested parties at the Procurement Division and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five full business days.

Failure to file a protest to the Procurement Division Manager by 5:00 PM on the fifth full business day after the posting date shall constitute a waiver of bid/proposal protest proceedings. Additional information relative to protests can be found at: <http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon Contract award. Additional information relative to lobbying can be found at: <http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

The Board of County Commissioners may void any Contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the blackout period restrictions of Ordinance No. 2002-15.

11. CONTRACT DOCUMENTS:

The Contract Documents shall include the documents stated in the Contract (Titles, Subtitles, Headings, Running Headlines, Table of Contents and Indexes are used merely for convenience purposes).

12. MODIFICATION/ALTERATION OF SOLICITATION AND OR CONTRACT DOCUMENTS

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.

13. LAWS AND REGULATIONS:

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the solicitation and Contract throughout, and they will be deemed to be included in the solicitation/Contract the same as though herein written.

14. REQUIRED DISCLOSURE:

Bidder shall disclose all material facts with its bid submission pertaining to any felony conviction or any pending felony charges in the last three (3) years anywhere in the United States against (i) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity who is a stockholder, owning less than 20% of the outstanding shares of a Bidder whose stock is publicly owned and traded.

The Bidder shall also disclose any civil conviction or pending civil litigation involving Contract performance during the last three (3) years anywhere in the United States against the Bidder, or against any business controlled by or affiliated with Bidder.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its bid or resulting directly or indirectly from the rejection of its bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its bid.

15. EXECUTION OF WRITTEN CONTRACT:

The successful Bidder will be required to sign a written Contract which has been made a part of this bid package and identified as the Contract. Said written Contract will evidence in written form the agreement between the parties pursuant to the award having been theretofore made by the County to this Bidder; said signing to be accomplished within ten (10) days after receipt of Notice of Award.

The County will issue an "Official Notice to Proceed" on the project within ninety (90) days after contract award. In the event the Official Notice to Proceed has not been issued by the County within the 90-day period above, the Contractor shall have the option to rescind the Contract or continue with the Contract as originally bid.

16. LICENSING REQUIREMENTS:

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
- c. Bidder shall provide copies of all applicable licenses with their Bid Proposal.
- d. Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor listed on Attachment C, Subcontractor/Supplier Page, herein.

17. SECURITY FORFEITURE:

When bid security has been required (Part C, Section 2, Paragraph h.): If, within ten (10) days after issuance of Notice of Award of a Contract, the successful Bidder refuses or otherwise neglects to execute the required written Contract and fails to furnish the required Performance Bond and Payment Bond, the amount of the Bidder's bid security (Cashier's Check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his bid security or as a defense to any action.

18. PERFORMANCE BONDS AND PAYMENT BONDS:

When the contract amount exceeds \$100,000 a Payment Bond and a Performance Bond issued in a sum equal to one hundred (100%) percent of the total awarded Contract amount by a Surety company considered satisfactory by the County according to the criteria in Section 19 will be required from the successful Bidder for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Bidder's performance under such Contract, and insuring the faithful performance of the obligations imposed by the resulting Contract. The Payment Bond and the Performance Bond forms are included in the Contract Documents and said forms must be properly executed by the Surety Company and successful Bidder within ten (10) days after receipt of notification from the County of its award of the Contract. Awarded Bidders shall record bonds in the public records as required by Florida State Statutes, Chapter 255.05.

19. QUALIFICATIONS OF SURETY COMPANIES:

In order to be **ACCEPTABLE** to the County, the Surety company issuing **the Bid Bond, the Performance Bond and the Payment Bond**, as called for in this Invitation for Bids, shall meet and comply with the following minimum standards:

- a. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

- b. Surety must be listed on the U.S. Department of Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
- c. All bonds shall be originals and issued or countersigned by a producing agent with satisfactory evidence of the authority of the person or persons executing such bond shall be submitted with the bond. Attorneys-in-fact who sign bonds or other Surety instruments must attach with each bond or Surety instrument a signed, certified and effectively dated copy of their power of attorney. Agents of Surety companies must list their name, address and telephone number on all bonds.
- d. The life of the bonds shall extend twelve (12) months beyond the date of Final Completion and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the County.
- e. **Surety must have financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI.**
- f. Should the Bid, Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements in paragraphs a. – e. above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized. The "lead" surety shall be identified for the purposes of underwriting and claims management.

FAILURE TO MEET ANY OF THE REQUIREMENTS CONTAINED ABOVE SHALL RESULT IN REJECTION OF THE BID.

20. TRENCH SAFETY ACT:

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a bid/proposal is required to complete the form entitled: COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA), if applicable, and return the form with the Official Bid Form, (Part D, Attachment D). This is not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the bidder has considered these costs and included them in the Base Bid. Failure to complete this form may result in the Bid being declared non-responsive.

21. DRUG-FREE WORKPLACE FORM:

The Drug-Free Workplace Form is attached in Part E and shall be completed and submitted with your bid.

22. BID TABULATION AND RECOMMENDED AWARD:

Bid files may be examined during normal working hours, thirty (30) days after bid opening, or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment. For

information concerning this bid, please contact the Procurement Division at the address listed above or by calling (407) 836-5635. Please specify the bid number for which you are inquiring. Bid opening results will be available at <http://apps.ocfl.net/orangebids/bidresults/results.asp>. Unsuccessful bidders will not be notified, unless a request is submitted in accordance with this paragraph.

23. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY:

The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act.

The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

24. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.):

In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form (Part D) being by this reference considered a certification of such fact.

25. PUBLIC ENTITY CRIME STATEMENT (FS 287.133):

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 any entity in excess of the threshold amount provided in Florida State Statutes Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

26. SUBCONTRACTOR/SUPPLIER INFORMATION:

If maximum M/WBE participation is desired bidders must list all proposed subcontractors and suppliers to be used, regardless of racial or gender grouping, to include names, addresses, phone numbers, type of work subcontracted (trade or commodity), dollar amount of work, and the M/WBE designation or Majority (Non-M/WBE) owned company. Attachment C-2 is provided for this information. Contractor shall not change any subcontractors without just cause and approval by the County.

27. SUBCONTRACTOR'S PAST PERFORMANCE:

Bidder is responsible for verifying subcontractor's satisfactory performance on previous Orange County projects. Failure to do so may impact Bidder's responsibility determination.

28. REFERENCES:

Bidder should supply (with the bid form) a list of three (3) similar projects successfully completed **by the Bidder, as a Prime or Sub Contractor** within the last ten (10) years. Failure to provide this information may be cause for rejection of the bid.

For purposes of this Invitation for Bids, a similar project is described as a project that included sheet piling operations within 100 feet of a body of water. The projects shall be commercial construction projects for a road, boat ramp or docks.

EACH SIMILAR PROJECT LISTED SHALL BE LISTED WITH COMPLETE INFORMATION AS SPECIFICALLY PROVIDED ON THE REFERENCE FORM (ATTACHMENT E). THE SPECIFIC INFORMATION ON REFERENCES MUST BE PROVIDED ON THE REFERENCE FORM. DO NOT ATTACH LISTINGS OF REFERENCE INFORMATION. FAILURE TO PROVIDE REFERENCE INFORMATION AS REQUESTED MAY RESULT IN THE REJECTION OF YOUR BID.

The determination of whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request submission of a minimum number of similar projects for evaluation, the County's determination of a bidder's responsibility shall not be solely based on the number of similar projects submitted.

The contact person listed as a reference shall be someone who has personal knowledge of the Bidder's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County will be calling or emailing them.

29. BID AND RELATED COSTS:

By submission of a bid, the Bidder agrees that all costs associated with the preparation of his/her bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of the bid and/or any administrative or judicial proceedings resulting from the solicitation process.

30. SOLICITATION CANCELLATIONS

Orange County reserves the right, and the Manager of the Procurement Division, has the absolute and sole discretion to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

31. LICENSES/PERMITS/FEES:

The Orange County Government Fee Directory, incorporated herein by reference, contains a list of licenses, permits and fees that may apply to this project.

The fee directory link, "Fees" is available at:

<http://www.orangecountyfl.net/portals/0/resource%20library/open%20government/FeeDirectory.pdf>

Bidders shall review all applicable licenses, permits and fees and contact the applicable agency if there are any questions.

32. BID ACCEPTANCE PERIOD

Any bid submitted in response to this Invitation for Bids shall remain in effect for a period of 90 days after bid opening. Upon request of the County, the bidder at its sole option may extend this period.

33. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the awarded Contractor shall abide by the following provisions:

- (a) The awarded Contractor shall represent that awarded Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The awarded Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporated by the awarded Contractor into the contracts of any applicable subcontractors.

34. ETHICS COMPLIANCE

The following forms are included in this solicitation as attachments F and G and shall be completed and submitted as indicated below:

- a. Orange County Specific Project Expenditure Report -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code.

This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the senior contract administrator for this solicitation.

- b. **Relationship Disclosure Form – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners.** This form shall be completed and submitted with the applicable bid, proposal or response to an Orange County solicitation.

No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the senior contract administrator identified in this solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

35. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

36. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

37. PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

IFB NO. Y15-757 - SB

ISSUED: February 27, 2015

OFFICIAL BID FORM
FOR
EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR

Mail or Hand Deliver
ORIGINAL BID FORM AND THREE (3) COMPLETE COPIES
BY 2:00 PM - March 17, 2015

To:
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INTERNAL OPERATIONS CENTRE II
PROCUREMENT DIVISION
400 E. SOUTH STREET – 2nd FLOOR
ORLANDO, FLORIDA 32801

Bid Opening:
March 17, 2015, - 2:00 PM

INTERNAL OPERATIONS CENTRE II
PROCUREMENT DIVISION CONFERENCE ROOM, 2nd FLOOR
ORLANDO, FLORIDA

COMPANY NAME	
COMPLETE MAILING ADDRESS	
CITY, COUNTY, STATE, ZIP CODE	
TELEPHONE NUMBER	FAX NUMBER
CONTACT PERSON	E-MAIL ADDRESS
TIN#: _____	

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL

PART D

**To the Board of County Commissioners
Orange County, Florida**

The Undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Contract Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, with the Bond requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of: **EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR** in full accordance with the drawings and specifications prepared in accordance with the Contract Documents and, if awarded the Contract, to complete the said work within the time limits specified for the following LUMP SUM BASE BID.

BASE BID:

_____ DOLLARS
(In Words)

\$ _____

In the event the Contract is awarded to this Bidder, he/she will enter into a formal written agreement with the County in accordance with the accepted bid within ten (10) calendar days after said Contract is submitted to him/her and will furnish to the County a Contract Payment and Performance Bond with good and sufficient sureties, satisfactory to the County, in the amount of 100% of the accepted bid. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids shall be cause for rejection of the bid as non-responsive.

The Bidder hereby agrees that there is attached:

- | | | | |
|-----|---|-----|-------------|
| 1. | Non-Collusion Affidavit, Attachment A | Yes | ___ |
| 2. | Required Disclosure, Attachment B | Yes | ___ |
| 3. | M/WBE Forms | | |
| | Employment Data, Attachment C-1 | Yes | ___ |
| | Subcontractor/Supplier Page, Attachment C-2 | Yes | ___ |
| | M/WBE Survey, Attachment C-4 | Yes | ___ |
| | Good Faith Effort, Attachment C-5 | Yes | ___ No ___ |
| 4. | Trench Safety Act Form, Attachment D | Yes | ___ N/A ___ |
| 5. | Drug-Free workplace Form | Yes | ___ |
| 6. | Bid Bond on Form in Exhibit 1 or Cashier's Check
(10% of Base Bid) | Yes | ___ N/A ___ |
| 7. | Original Bid Form (marked "Original") & 3
complete copies with all attachments | Yes | ___ |
| 8. | References, Attachment E | Yes | ___ |
| 9. | Licenses | Yes | ___ N/A ___ |
| 10. | Current W9 | Yes | ___ |
| 11. | Project Expenditure Report, Attachment F | Yes | ___ |
| 12. | Relationship Disclosure Form, Attachment G | Yes | ___ |
| 13. | Verification of Employment Status, Attachment H | Yes | ___ |

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

If awarded this construction Contract, the Bidder agrees to complete the work covered by this Contract as follows:

1. Work shall start at the project site within fourteen (14) days of the effective date of the Notice to Proceed.
2. Substantially complete in **75** consecutive calendar days from date of Official Notice to Proceed.
3. Final completion in **90** consecutive calendar days from date of Official Notice to Proceed.
4. Should the Successful Bidder fail to complete work as specified, the liquidated damage clause will apply (Part E, Contract).

The Bidder hereby agrees that the County reserves the right to waive informalities in any bid and to reject any or all bids, or to accept any bid that in its judgment will be for the best interest of the County.

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD CERTIFICATION:

(NAME OF HOLDER) (CERTIFICATE NO.)

(SIGNATURE OF BIDDER) (CERTIFICATE EXPIRATION DATE)

(NAME TYPED)

IDENTIFICATION OF BUSINESS ORGANIZATION

Complete and submit the following information:

Type of Organization

{ } Sole Proprietorship { } Partnership

{ } Joint Venture { } Corporation

State of Incorporation:_____

Principal Place of Business (Florida Statute Chapter 607):
_____City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS

AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following principals are authorized to sign and/or negotiate Contracts and related documents to which the bidder or proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number	E-Mail Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IN WITNESS WHEREOF, THE BIDDER HAS HEREUNTO SET HIS SIGNATURE AND AFFIXED HIS SEAL THIS DAY OF _____, A.D. 20__.

BY _____(SEAL)

TITLE:_____

PRINT NAME AND TITLE

FEDERAL I.D.#_____

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NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Orange County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action which it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

A _____, formed under the laws of _____ of which he is

(Sole Owner, Partner, President, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Orange County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

(AFFIANT)

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this ____ day of _____, 20__.

Notary Public (SEAL)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____ Type of

Identification: _____

REQUIRED DISCLOSURE

The following Disclosure is of all material facts pertaining to any felony or civil conviction or any pending felony or civil charges in the last three (3) years in this State or any other State of the United States against 1) Bidder, 2) any business entity related to or affiliated with bidder, or 3) any present or former executive employee, officer, director, stockholder, partner or owner of bidder or of any such related or affiliated entity. This Disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20) or less of the outstanding shares of a bidder whose stock is publicly owned and traded.

BIDDER

IFB/RFP Number & Title: _____

EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange County workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. It is mandatory that you provide workforce data. Failure to provide this form with your bid/proposals may be cause for rejection of your bid/proposal.

JOB CATEGORIES	MAJORITY		MINORITY MALES				MINORITY FEMALES				TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs. Supervisors											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
Interns/Co-Ops											
Wages to Work Employees											
TOTAL											
Changes Since Last Report											

The above reflects (Check One): _____ Orange County Workforce _____ Total Permanent Workforce (Outside Orange County)
 For Construction Projects Only: Do you intend to hire new employees for the project? ___ Yes ___ No If yes, how many approximately? _____

Name of Firm _____ Period of Report _____ No. of Years in Business in Orange County _____

Form Completed by _____
 Name/Title (Printed or Typed) _____ Signature _____

Form Approved by _____
 Name/Title (Printed or Typed) _____ Signature _____

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PRIME CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION

If maximum M/WBE participation is desired, bidders must list **all** proposed Subcontractors **and suppliers** to be used. Provide company names; contacts, addresses, phone numbers; work to be performed with the Contractor's own workforce, including estimated dollar amount allocated for that work (work that is consistently and historically performed in-house); total amount to be paid to this sub/supplier (do not discount supply dollars); and M/WBE designation or if non-M/WBE (Majority). See Instructions to Bidders, Part C, for complete M/WBE requirements. Provide **all** information requested. Use additional sheets if necessary. Failure to provide all of the information requested may negatively impact the M/WBE evaluation.

1. What is the estimated percent of work that the Prime Contractor will self-perform? _____%
List these areas below with approximate dollar amounts to be allocated for the work.

2. Is all work (whether to be subbed or self-performed) listed below? Yes ____ No ____
Are all material suppliers listed? Yes ____ No ____
If no, please explain. _____

3. Is your firm certified through Orange County as an M/WBE? Yes ____ No ____
(See Part C for specific requirements for certified M/WBE firms)

4. Is your firm registered through Orange County as a Service Disabled-Veteran (SDV)? Yes ____ No ____

5. Did you include any M/WBE credits- First Time Utilization (FTU) or Non-County Utilization (NC) with this bid? (If so, insert copy of credit Yes ____ No ____
(If so, insert copy of credit and specify credit type below)

O.C. CERTIFIED

<u>COMPANY NAME, CONTACT ADDRESS, PHONE NUMBER</u>	<u>WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED</u>	<u>DOLLAR AMOUNT</u>	<u>M/WBE or Non-M/WBE; or SDV; or TYPE OF M/WBE CREDIT-FTU or NC</u>
1 _____ _____ _____	<u>Sub / Supplier / In-house (Circle One)</u> _____ _____	_____ _____	_____ _____
2 _____ _____ _____	<u>Sub / Supplier / In-house (Circle One)</u> _____ _____	_____ _____	_____ _____
3 _____ _____ _____	<u>Sub / Supplier / In-house (Circle One)</u> _____ _____	_____ _____	_____ _____

Signature of Bidder

Title

PRIME CONTRACTOR/SUBCONTRACTOR/SUPPLIER INFORMATION

<u>COMPANY NAME, CONTACT ADDRESS, PHONE NUMBER</u>	<u>WORK TO BE PERFORMED (TRADE) OR COMMODITY TO BE SUPPLIED</u>	<u>DOLLAR AMOUNT</u>	<u>O.C. CERTIFIED M/WBE or Non-MWBE; or SDV; or TYPE OF M/WBE CREDIT-FTU or NC</u>
4 _____ _____ _____	<u>Sub/Supplier/In-house (Circle One)</u> _____ _____	_____	_____
5 _____ _____ _____	<u>Sub/Supplier/In-house (Circle One)</u> _____ _____	_____	_____
6 _____ _____ _____	<u>Sub/Supplier/In-house (Circle One)</u> _____ _____	_____	_____
7 _____ _____ _____	<u>Sub/Supplier/In-house (Circle One)</u> _____ _____	_____	_____
8 _____ _____ _____	<u>Sub/Supplier/In-house (Circle One)</u> _____ _____	_____	_____
9 _____ _____ _____	<u>Sub/Supplier/In-house (Circle One)</u> _____ _____	_____	_____
10 _____ _____ _____	<u>Sub/Supplier/In-house (Circle One)</u> _____ _____	_____	_____
11 _____ _____ _____	<u>Sub/Supplier/In-house (Circle One)</u> _____ _____	_____	_____

Signature of Bidder

Title

INSTRUCTIONS Contractor shall place the following on their letterhead, executed by their authorized agent. Letter is to be submitted **before 5:00 PM on the second business day (i.e., if bid opens on Thursday, due on Monday before 5:00 PM)** after bid opening to: Orange County Business Development Division; 400 E. South Street; 2nd Floor, Orlando, FL 32801; Fax Number (407) 836-5477. A Letter of Intent is to be executed with all M/WBE Subcontractors and suppliers listed by the Contractor on the Subcontractor/Supplier page submitted with this bid. Any M/WBE's not listed on Subcontractor/Supplier page for this bid will not be accepted. Failure to submit this form within the required time frame may result in the bid being found non-responsive.

**LETTER OF INTENT
(VERIFICATION M/WBE UTILIZATION)**

IFB # _____ **PROJECT TITLE** _____

I, _____, (Prime Contractor) have entered into an agreement with the following Minority/Women-owned Business Enterprise to do the work shown on Attachment C-2 of the Bid Form and shown below. I understand that prior to execution of the prime Contract by Orange County, a subcontract and/or purchase order will be executed with this firm and a copy of the agreement will be sent to the Orange County Business Development Division.

SUBCONTRACTOR/SUPPLIER

SPECIFIC SCOPES OF WORK/COMMODITY

SUBCONTRACT/PURCHASE ORDER PRICE

I understand that I shall not be allowed to substitute or change Subcontractors, without the express prior approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, Orange County Code, Chapter 17, Article III, Division 4.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor

Authorized Agent, Subcontractor/Supplier

Printed Name & Title

Printed Name & Title

Date: _____

Date: _____

Phone Number

Fax Number

INSTRUCTIONS Contractor shall place the following on their letterhead, executed by their authorized agent. Letter is to be submitted **before 5:00 PM on the second business day (i.e., if bid opens on Thursday , due on Monday before 5:00 PM)** after bid opening to: Orange County Business Development Division; 400 E. South Street; 2nd Floor, Orlando, FL 32801; Fax Number (407) 836-5477. A Letter of Intent is to be executed with all **SDV** Subcontractors and suppliers listed by the Contractor on the Subcontractor/Supplier page submitted with this bid. Any **SDV's** not listed on Subcontractor/Supplier page for this bid will not be accepted. Failure to submit this form within the required time frame may result in the bid being found non-responsive.

**LETTER OF INTENT
(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)**

IFB # _____ **PROJECT TITLE** _____

I, _____, (Prime Contractor) have entered into an agreement with the following Service-Disabled Veteran Business to do the work shown on Attachment C-2 of the Bid Form and shown below (contingent upon award of the prime contract to our company). I understand that prior to execution of the prime Contract by Orange County, a subcontract and/or purchase order will be executed with this firm and a copy of the agreement will be sent to the Orange County Business Development Division.

SDV SUBCONTRACTOR/SUPPLIER

SPECIFIC SCOPES OF WORK/COMMODITY

SUBCONTRACT/PURCHASE ORDER PRICE

I understand that I shall not be allowed to substitute or change Subcontractors, without the express prior approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disable Veteran Business Program requirements contained in the Orange County Ordinance, Orange County Code, Chapter 17, Article III, Division 5.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor

Authorized Agent, Subcontractor/Supplier

Printed Name & Title

Printed Name & Title

Date: _____

Date: _____

Phone Number

Fax Number

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M/WBE Survey

Company _____ Contact Name: _____

Contact's Phone Number: _____ IFB #: _____

Please answer the following questions regarding Orange County's M/WBE Program:

1. If you failed to meet the County's M/WBE goal for this solicitation, please check reasons below:

- No M/WBE contractors/suppliers available
- Self-performing more than 75% of the work
- Self-performing 100% of the work
- Prices from M/WBE contractors/suppliers too high
- Other (please explain)

2. If checked "self performing work" in question #1, explain in detail why you propose to self perform the work and list any subcontractors you intend to use. Also, provide a detailed listing of the suppliers, items to be purchased and costs thereof:

3. When you submitted your bid without the desired M/WBE participation, were you concerned that this deficiency would cause rejection of your bid?
 Yes No

If no, why not?

4. What steps do you recommend the County take to ensure that the M/WBE goal is achieved on projects of this nature?

5. Do you support the County's M/WBE program?
 Yes No

If no, why not?

6. Do you believe you can remain competitive if you fully complied with the County's M/WBE program?
 Yes No

If no, why not?

7. Do you have any type of working relationship with M/WBE subcontractors?
Yes No

If yes, is it (check all that apply):

- Routine business only
 Only during bid solicitation
 Other (please explain)

8. Do you desire to establish a working relationship with M/WBE subcontractors?
 Yes No

9. Are you aware that you could call the Business Development Division for information or additional assistance with M/WBE participation in bid solicitations?
 Yes No

10. Please provide any additional comments:

Please note that failure to provide this information with your Bid Proposal may delay the award of the contract. Therefore, a timely response is requested. You may be contacted by staff from the Business Development Division in the near future.

GOOD FAITH EFFORT M/WBE CONTRACT LOG (See Part C, SECTION 3, Paragraph E-iii)
 (Required only if Good Faith Effort Documentation is being provided as part of this Bid)

IFB No/ Project Name

Firm's Name/Address	Contact Info: E-mail, Phone and /or fax	Scope of Work (Work to be performed/Trade/or Commodity Supplied)	Date	Name of Person Contacting Firms	Firm to Bid (Y or N)	Date & Time Quote Received	Notes

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525 (3), Florida Statutes. I,

_____, (Signature off Authorized Agent),
 _____ / _____ / _____ (Printed Name, Title, and Date)

COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the Total Estimated Base Bid or Lump Sum Bid. For informational purposes only, the Bidder is required to further identify these costs in the summary below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNIT OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A) _____	_____	_____	\$ _____	\$ _____
B) _____	_____	_____	\$ _____	\$ _____
C) _____	_____	_____	\$ _____	\$ _____
D) _____	_____	_____	\$ _____	\$ _____
			TOTAL	\$ _____

SIGNED: _____

TITLE: _____

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in the Total Estimated Base Bid or Lump Sum Bid. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to complete this form may result in the Bid being declared non-responsive.)

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REFERENCES: Bidder should supply (with the bid form) a list of three (3) similar projects successfully completed **by the Bidder, as a Prime or Sub Contractor** within the last ten (10) years. Failure to provide this information may be cause for rejection of the bid.

For purposes of this Invitation for Bids, a similar project is described as a project that included sheet piling operations within 100 feet of a body of water. The projects shall be commercial construction projects for a road, boat ramp or docks.

The determination of whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request submission of a minimum number of similar projects for evaluation, the County's determination of a bidder's responsibility shall not be solely based on the number of similar projects submitted.

The contact person listed as a reference shall be someone who has personal knowledge of the Bidder's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County will be calling or emailing them.

1. Project Name _____
Owner _____
Contact _____
Address _____

Telephone Number/Email Address _____

Contract Number and Amount # _____ \$ _____

Change Orders \$ _____

Final Contract \$ _____

Completed on Schedule? Yes ___ No ___ Date: _____

Project Description _____

2. Project Name _____
Owner _____
Contact _____
Address _____

ATTACHMENT E

Telephone Number/Email Address_____

Contract Number and Amount #_____ \$_____

Change Orders \$_____

Final Contract \$_____

Completed on Schedule? Yes____ No____ Date:_____

Project Description _____

3. Project Name _____

Owner _____

Contact _____

Address _____

Telephone Number/Email Address_____

Contract Number and Amount #_____ \$_____

Change Orders \$_____

Final Contract \$_____

Completed on Schedule? Yes____ No____ Date:_____

Project Description _____

4. Project Name _____

Owner _____

Contact _____

Address _____

Telephone Number/Email Address_____

Contract Number and Amount # _____ \$ _____

Change Orders \$ _____

Final Contract \$ _____

Completed on Schedule? Yes ___ No ___ Date: _____

Project Description _____

5. Project Name _____

Owner _____

Contact _____

Address _____

Telephone Number/Email Address _____

Contract Number and Amount # _____ \$ _____

Change Orders \$ _____

Final Contract \$ _____

Completed on Schedule? Yes ___ No ___ Date: _____

Project Description _____

6. Project Name _____

Owner _____

Contact _____

Address _____

Telephone Number/Email Address _____

Contract Number and Amount # _____ \$ _____

Change Orders \$ _____

Final Contract \$ _____

Completed on Schedule? Yes ___ No ___ Date: _____

Project Description _____

For Staff Use Only:

Initially submitted on _____

Updated On _____

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR

Case or Bid No. **Y15-757 -SB**

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____

This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

For Staff Use Only:
Initially submitted on _____
Updated On _____

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR
Case or Bid No. **Y15-757 -SB**

Company Name: _____

Part II
Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
TOTAL EXPENDED THIS REPORT			\$

For Staff Use Only:
Initially submitted on _____
Updated On _____

Specific Project Expenditure Report (Revised November 5, 2010)
For use as of March 1, 2011

EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR
Case or Bid No. **Y15-757 -SB**

Company Name: _____

Part III
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: _____
Signature of Principal or Principal's Authorized Agent
(*check appropriate box*)
PRINT NAME AND TITLE: _____

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal) _____
Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form _____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE SPECIFIC PROJECT EXPENDITURE REPORT

Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and his/her authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and consultant(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, consultant, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal’s project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney’s Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

For Staff Use Only:

OC CE FORM 2P

Date Submitted _____

FOR PROCUREMENT-RELATED ITEMS (November 5, 2010) Date Updated _____

For use after March 1, 2011

Bid Number **Y15-757 -SB**

RELATIONSHIP DISCLOSURE FORM

FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Procurement Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):

Legal Name of Applicant: _____

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone () _____

Facsimile () _____

INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:

(Agent Authorization Form also required to be attached)

Name of Applicant's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone () _____

Facsimile () _____

For Staff Use Only:

OC CE FORM 2P

Date Submitted _____

FOR PROCUREMENT-RELATED ITEMS (November 5, 2010) Date Updated _____

For use after March 1, 2011

Bid Number **Y15-757 -SB**

Company Name: _____

Part II

IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?

___ YES ___ NO

IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ YES ___ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

(Use additional sheets of paper if necessary)

For Staff Use Only:

OC CE FORM 2P

Date Submitted _____

FOR PROCUREMENT-RELATED ITEMS (November 5, 2010) Date Updated _____

For use after March 1, 2011

Bid Number **Y15-757 -SB**

Company Name: _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Applicant

Date: _____

Print Name and Title of Person completing this form: _____

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the ____ day of _____, in the year _____.

(Notary Seal) _____
Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**AGENT AUTHORIZATION FORM
FOR PROCUREMENTS IN ORANGE COUNTY, FLORIDA**



I/WE, (PRINT BIDDER, OFFEROR, QUOTER OR RESPONDENT NAME)

_____, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT
(PRINT AGENT'S NAME), _____, TO EXECUTE ANY PETITIONS OR
OTHER DOCUMENTS NECESSARY TO AFFECT THE **CONTRACT APPROVAL PROCESS** MORE SPECIFICALLY
DESCRIBED AS FOLLOWS, **IFB NO. Y15- 757-SB, EAST SR 50 BOAT RAMP ACCESS EMBANKMENT
REPAIR**, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE
COUNTY CONSIDERING THIS **CONTRACT** AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS
PERTAINING TO THIS CONTRACT.

Date: _____
Signature of Bidder, Offeror, Quoter or Respondent

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the ____ day of _____, in the year _____.

(Notary Seal) _____
Signature of Notary Public
Notary Public for the State of _____

My Commission Expires: _____

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. *Applicant* means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

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E VERIFICATION CERTIFICATION

IFB NO. Y15-757-SB

NAME OF CONTRACTOR: _____ (referred to herein as “Contractor”)

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above named contractor:

- 1. Is registered and is using the E-Verify system; or
- 2. Does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract and consequently is unable to register to use the E-Verify system; or
- 3. Employs individuals that were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract, and consequently is unable to use the E-Verify system.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

BID BOND

BOND NUMBER _____

STATE OF FLORIDA)
SS
COUNTY OF ORANGE)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held firmly bound unto Orange County, Florida, in the penal sum of: \$ _____ Dollars **(Ten percent {10%} of base bid if no amount entered)**
(Total Sum Written in Words)

lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Bid, dated the _____ day of _____, **20**__, for a Contract entitled: **EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR, IFB Y15-757-SB.**

NOW THEREFORE, if the Principal shall withdraw said Bid prior to the date of opening the same, or shall within ten (10) days after the prescribed forms are presented to him for signature, enter in a written Contract with Orange County, Florida, in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond with good and sufficient Surety or sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of the failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required work and/or supplies, provided the latter amount to be in excess of the former, then the above obligations shall be void and of no effect; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above written parties have executed this instrument under their several seals this the _____ day of _____, **20**__, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned, pursuant to authority of its governing body.

CONTRACTOR-PRINCIPAL:

SURETY:

NAME OF BUSINESS ENTITY

NAME OF SURETY

SIGNATURE
(SEAL)

SIGNATURE: SURETY AGENT
(SEAL)

TYPE NAME AND TITLE

TYPE NAME AND TITLE

BUSINESS ADDRESS

BUSINESS ADDRESS

TELEPHONE

TELEPHONE

NAIC NUMBER: _____

Licensed Florida Insurance Agent? Yes _____ No _____

License Number: _____

STATE OF _____)

COUNTY OF _____) SS

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Bid Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification: _____

In accordance with Part C, Section 19 and Part F Article 8 of the Invitation for Bids, if applicable, list the Lead Surety.

LEAD SURETY

AGENT FOR SURETY

Signature

BY: _____

AGENCY ADDRESS: _____

SURETY ADDRESS: _____

PHONE _____

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
LUMP SUM CONSTRUCTION CONTRACT**

CONTRACT:

Made between the Board of County Commissioners, Orange County, Florida (hereinafter called County), represented by the Manager of the Procurement Division executing this Contract, and:

>

Federal Identification Number: >

A Corporation formed under the laws of the State of Florida, hereinafter called Contractor.

The Contractor shall perform all the Work required by the Contract Documents for the proper execution and completion of **EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR** in full accordance with the drawings and as elaborated in the specifications of **Invitation for Bids No. Y15-757-SB** which is made a part of this Contract as completely as if set forth herein.

I

AMOUNT OF CONTRACT:

The County shall pay the Contractor in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Amount of >(\$>) at the lump sum set forth in the Invitation for Bid Official Bid Form, Part D.

II

ASBESTOS FREE MATERIALS:

Project is to be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the final payment request. Final payment shall be withheld until such statement is submitted. Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

III
ADMINISTRATIVE DATA:

Progress Payments: Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager the County shall make progress payments on account of the Contract Amount to the Contractor as provided in the Contract Documents as follows:

Not later than 30 days following approval of an application for Payment, ninety percent (90%) of the portion of the Contract Amount properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Amount properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the Owner.

When the completion of the Work ascertained as payable exceeds fifty percent (50%) of the total contract amount the retainage percentage withheld shall be reduced to 5%. Upon Final completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Amount, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

Should the Contractor fail to substantially complete all Work under this Contract and make the project available for beneficial use on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by County), he shall pay and/or the County may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$500.00** for each consecutive calendar day that terms of the Contract remain unfulfilled beyond date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which County will sustain per diem by failure of Contractor to complete work within time as stipulated; it being recognized by County and Contractor that the injury to County which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. For each consecutive calendar day that the work remains incomplete after the date established for Final Completion, the County will retain from the compensation otherwise to be paid to the Contractor the sum of **\$500.00**. This amount is the mutually agreed upon minimum measure of damages the County will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all Work specified and this amount of liquidated damages is in addition to the liquidated damages prescribed above for failure to timely achieve Substantial Completion.

IV
CONTRACT DOCUMENTS:

This Contract entered into this date by the Board of County Commissioners hereinafter called the County, represented by the Manager of the Procurement Division executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

The Contractor shall furnish all labor, equipment and materials and perform the Work described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions/Special Provisions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and designated as follows:

- a. Orange County Invitation for Bids/Project Manual, **IFB No. Y15-757-SB dated February 27, 2015**, (which contains the Invitation for Bids, Notice, Instruction to Bidders, Bid Form and Attachments, this Contract, General Conditions, Supplementary Conditions / Special Provisions, and Specifications);
- b. Drawings bearing the title "**Construction Plans, EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR**".
- c. Addendum No.> dated >;
- d. >'s Bid Proposal dated **March 17, 2015**;
- e. Payment/Performance Bond;
- f. Certificates of Insurance;

V
PRIORITY OF DOCUMENTS:

The order of precedence of items and documents is as follows:

Construction Contract
Permits
Supplemental Conditions/Special Provisions
General Conditions
Specifications/Technical Provisions
Drawings/Plans
Road Design, Structures, and Traffic Operations Standards (If applicable)
Florida Department of Transportation Standard Specifications for Road and Bridge Construction (If applicable)
Bid Proposal
Instructions to Bidders

VI
TIME OF COMMENCEMENT AND FINAL COMPLETION:

- a. Work to commence within fourteen (14) days of Official Notice to Proceed date and shall be completed, unless amended by written Change Order or Amendment executed by both parties to this Contract.
- b. Substantial Completion of the Work shall be achieved not later than **75** consecutive calendar days from date of Official Notice to Proceed.
- c. Final Completion of the Work shall be achieved not later than **90** consecutive calendar days from date of Official Notice to Proceed.

VII
COMPLIANCE WITH M/WBE CONTRACT REQUIREMENTS:

By entering into this Contract, the Contractor affirmatively commits to comply with the MWBE subcontracting requirements submitted with his/her bid. The failure of the Contractor to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

VIII
MISCELLANEOUS PROVISIONS:

- a. Terms used in this Contract that are defined in the General Conditions shall have the meanings designated in those conditions.
- b. No price adjustments shall be made on this contract to the bid price of any products or materials including but not limited to gasoline, diesel or other fuels, and bituminous materials, including asphalt due to fluctuations in market prices, changes in suppliers or any other reason.
- c. County and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- d. The laws of the State of Florida shall govern this Contract. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY _____
**Johnny M. Richardson, CPPO, CFCM
Manager, Procurement Division**

BY _____
Signature

DATE _____
(For County use only)

Type or Print Name

**Corporate
Seal**

P E R F O R M A N C E B O N D

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor _____

Address _____

Phone Number _____

Corporation, Partnership or Individual _____

hereinafter referred to as the Contractor, as Principal, and

Name of Surety _____

Address _____

Phone Number _____

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407)836-5635 a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of \$ _____, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into **Contract No. Y15-757** with the "County", also referred to herein as the OWNER, for the project entitled: **EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR, Orange County, FL Boat Ramp on SR 50 at Orange/Brevard County Line.** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

General description of the Work:

The project includes sheet piling, removal of concrete paving, new curbing and re-sodding of areas affected. Other site improvements include grading and stormwater swales.

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which includes the Notice to Bidders, Instruction to Bidders, Proposal and Bid Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications and such amendments thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract.

The applicable provisions of Section 255.05 and 713.01 Florida Statutes apply to this bond.

2. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the SURETY may promptly remedy the default or shall promptly:
 - A. Complete the Contract in accordance with its terms and conditions; or
 - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the SURETY jointly of the lowest responsible bidder, arrange for a Contract between such bidder and the Owner. SURETY shall make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.
4. The undersigned expressly acknowledges its obligations and liabilities for liquidated damages suffered by the Owner under the provisions of the Contract Documents.
5. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, changes to Contract amounts, alterations or additions to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond, and the SURETY does hereby expressly waive notice of any such change, extension of time, change to Contract amount, alteration, or addition. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
6. The Contractor shall save the Owner harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of Final Completion of the Project.

Signed and sealed this the _____ day of _____, 20__.

CONTRACTOR, AS PRINCIPAL

WITNESS:

_____ BY: _____
 Firm Name
 Signature

 Type Name and Title

SURETY

AGENT FOR SURETY

NAIC Number: _____

Signature

BY: _____ AGENCY ADDRESS: _____

SURETY ADDRESS: _____

_____ PHONE _____

Licensed Florida Insurance Agent? Yes _____ No _____

License Number: _____

STATE OF _____)

COUNTY OF _____) SS

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Identification: _____ Type of _____

In accordance with Part C, Section 19 and Part F Article 8 of the Contract, if applicable, list the Lead Surety.

LEAD SURETY

AGENT FOR SURETY

Signature

BY: _____ AGENCY ADDRESS: _____

SURETY ADDRESS: _____

PHONE _____

P A Y M E N T B O N D

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor _____

Address _____

Phone Number _____

Corporation, Partnership or Individual _____

Thereinafter called Contractor, as Principal, and

Name and Address of Surety _____

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407) 836-5635 a Political Subdivision of the State of Florida as Obligee, in the full and just sum of \$ _____, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into **Contract No. Y15-757** with the "County", also referred to herein as the OWNER, for the project entitled: **EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR, Orange County, FL Boat Ramp on SR 50 at Orange/Brevard County Line** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

General description of the Work: The project includes sheet piling, removal of concrete paving, new curbing and re-sodding of areas affected. Other site improvements include grading and stormwater swales.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Contractor shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Contractor, or any subcontractor(s) or sub-subcontractor(s), in the prosecution of the work provided for in said Contract.
2. Subject to the Owner's priority, claimants covered by Section 713.01 of the Florida Statutes shall have a direct right of action against the Principal and SURETY under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefore. Any claimant who seeks to recover against the Principal or SURETY under this obligation must also satisfy the notice requirement and time limitations of Section 255.05 of the Florida Statutes, as amended.
3. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, change to Contract amounts, alterations or additions to terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond and the SURETY does hereby expressly waive notice of any such change, extension of time, exercise of options for Contract renewal, changes to Contract amount, alterations or additions. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.

The applicable provisions of Sections 255.05 and Florida Statutes apply to this bond.

4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.

Signed and sealed this the _____ day of _____, 20_____

CONTRACTOR, AS PRINCIPAL:

WITNESS:

Firm Name

Signature

BY: _____
Signature

Type Name and Title

SURETY:

AGENT FOR SURETY:

NAIC Number: _____

BY: _____
Signature

BY: _____

AGENCY ADDRESS: _____

SURETY ADDRESS _____

PHONE NO. _____

Licensed Florida Insurance Agent? Yes _____ No _____

License Number: _____

STATE OF _____)

COUNTY OF _____) SS

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

_____ to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

_____ as Surety, and that he has been authorized by said Surety to execute the foregoing Payment Bond on behalf of the Principal (Contractor) named therein favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20_____.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification (Type) _____

In accordance with Part C, Section 19 and Part F Article 8 of the Contract, if applicable, list the Lead Surety.

_____	_____
LEAD SURETY	AGENT FOR SURETY
_____	_____
	Signature
BY: _____	AGENCY ADDRESS: _____
SURETY ADDRESS: _____	_____
_____	PHONE _____

(THIS FORM MUST BE UTILIZED IN ALL FINAL PAY APPLICATIONS)

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of monies, set out in the accompanying Estimate Statement No. _____, final, which quantity, the receipt of which is hereby acknowledged, is accepted as full and complete compensation for all work done, materials furnished and damages or claims arising under Orange County Contract No. Y15-757, entitled:

EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR

By:

Contractor
(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before this _____ day of

_____ 20_____, by _____.

Personally Known _____ OR Produced Identification _____

Type of identification Produced _____

**CHANGE ORDER REQUEST
PURCHASE ORDER / DELIVERY ORDER / CONTRACT**

*Vendor Code: _____ *Vendor Name: _____ *Date: _____

*Change Order Request No.: _____ *Document No.: _____ Contract No. _____

*Department: _____ *Contact/Phone No.: _____

ACCOUNTING LINE CHANGE ONLY:

Accounting Line From: _____ Amount: _____

Accounting Line To: _____ Amount: _____

COMMODITY LINE NUMBER ADD:

Comm. Line No.: _____ Commodity Code: _____ Quantity: _____ Unit of Measure: _____

Unit Cost: _____ Description: _____ MA Line No. _____

Accounting Line: _____ Amount: _____

COMMODITY LINE NUMBER INCREASE / DECREASE / DELETE:

Comm. Line No. _____ Increase Qty By: _____ Decrease Qty By: _____ Increase Unit Cost By: _____

Decrease Unit Cost By: _____ Accounting Line: _____

Delete: _____ (check only if you want to delete this line number).

CANCELLATION:

_____ Please cancel Purchase Order / Delivery Order

Original sent to vendor: _____ Yes _____ No

***JUSTIFICATION (Required for all transactions):** _____

Enter Retainage for line number(s) _____ in the amount of _____ %

*Original PO/DO/Contract Award/Encumbrance <u>circle one</u>	Contract Amount	Encumbered/De-Encumbered Amount
	\$ _____	\$ _____
*Net Dollars for Previous Change Orders (Addition/Subtraction) <u>circle one</u>	\$ _____	\$ _____
*Net Dollars for This Change Order (Addition/Subtraction) <u>circle one</u>	\$ _____	\$ _____
*Total Dollars	\$ _____	\$ _____

By signing this agreement, the Contractor hereby releases the County, its agents, and employees from any and all liabilities under this contract for further equitable adjustments and/or claims associated with this change order.

*Vendor/Contractor Authorization: _____ Date: _____

*Departmental Approval: _____ Date: _____

*Purchasing & Contracts Approval: _____ Date: _____

For Purchasing Use Only Track Change Order: Yes No Change Award Amount to: \$ _____

Add the following text to the PO/DO: _____

CHANGE ORDER REQUEST CONTINUATION SHEET Document No.: _____
PURCHASE ORDER / DELIVERY ORDER / CONTRACT

ACCOUNTING LINE CHANGE ONLY:

Accounting Line From: _____ Amount: _____
Accounting Line To: _____ Amount: _____
Accounting Line Add: _____ Amount: _____
Accounting Line From: _____ Amount: _____
Accounting Line To: _____ Amount: _____
Accounting Line Add: _____ Amount: _____

COMMODITY LINE NUMBER ADD:

Comm. Line No.: _____ Commodity Code: _____ Quantity: _____ Unit of Measure: _____
Unit Cost: _____ Description: _____ MA Line No. _____
Accounting Line: _____ Amount: _____
Comm. Line No.: _____ Commodity Code: _____ Quantity: _____ Unit of Measure: _____
Unit Cost: _____ Description: _____ MA Line No. _____
Accounting Line: _____ Amount: _____
Comm. Line No.: _____ Commodity Code: _____ Quantity: _____ Unit of Measure: _____
Unit Cost: _____ Description: _____ MA Line No. _____
Accounting Line: _____ Amount: _____

COMMODITY LINE NUMBER INCREASE / DECREASE / DELETE:

Comm. Line No. ____ Increase Qty By: _____ Decrease Qty By: _____ Increase Unit Cost By: _____
Decrease Unit Cost By: _____ Accounting Line: _____
Delete: ____ (check only if you want to delete this line number).
Comm. Line No. ____ Increase Qty By: _____ Decrease Qty By: _____ Increase Unit Cost By: _____
Decrease Unit Cost By: _____ Accounting Line: _____
Delete: ____ (check only if you want to delete this line number).
Comm. Line No. ____ Increase Qty By: _____ Decrease Qty By: _____ Increase Unit Cost By: _____
Decrease Unit Cost By: _____ Accounting Line: _____
Delete: ____ (check only if you want to delete this line number).

*Departmental Approval: _____	Date: _____
Purchasing & Contracts Approval: _____	Date: _____

CONSENT OF SURETY AND INCREASE OF PENALTY

BOND NUMBER _____

1.CONTRACT#	2.MODIFICATION#	3.DATED
4.The Surety consents to the foregoing Contract notification and agrees that its bond or bonds shall apply and extend to the Contract as modified or amended. The principal and Surety further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by _____dollars (\$ _____) and the penalty of the payment bond or bonds is increased by _____dollars (\$ _____). However, the increase of the liability of each co-Surety resulting from this consent shall not exceed the sums shown below.		
5.NAME OF SURETY	6.INCREASE IN LIABILITYLIMIT UNDER PERFORMANCE BOND	7.INCREASE IN LIABILITYLIMIT UNDER PAYMENT BOND
a. SURETY ADDRESS	b. SIGNATURE c. TYPED NAME AND TITLE d. DATE THIS CONSENT EXECUTED	

SURETY _____

FLORIDA RESIDENT AGENT FOR SURETY _____

Signature

BY: _____ AGENCY

ADDRESS: _____

SURETY ADDRESS: _____

PHONE _____

Signature

Type Name and Title

Business Address

License Number

Telephone Number (Include Area Code)

STATE OF _____)

COUNTY OF _____) SS

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days such conviction.
5. Imposes a sanction on, or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

PART F

GENERAL CONDITIONS

ARTICLE 1 - THE CONTRACT

The Contract Documents are identified in the Contract, Part E. Titles, Subtitles, Headings, Running Headlines, Table of Contents, and Indexes are printed in the Contract Documents merely for convenience.

ARTICLE 2 - DEFINITIONS

The words and expressions (or pronouns used in their stead) defined in this Article shall, wherever they appear in the Contract Documents, be construed as follows unless a different meaning is clear from the context.

"Addenda" shall mean any additional Contract provisions issued in writing by the County prior to receipt of Bid.

"Bid Proposal" shall mean the offer or proposal of the Bidder submitted on the Official Bid Form and Attachments setting forth the prices for the Work to be performed.

"Bidder" shall mean any person, firm or corporation submitting a Bid for the Work.

"Board of County Commissioners" shall mean the Board of County Commissioners, Orange County, Florida, or their duly authorized representative(s).

"Change Order" shall mean a written order to the Contractor, signed by the County, authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Amount or the Contract Time issued after execution of the Contract.

"Contract" shall mean the written agreement between the County and the Contractor covering the Work to be performed; the Contract will be attached to and made a part of the Contract Documents.

"Contractor" shall mean successful bidder (and vice versa), whether a corporation, firm, individual or any combination thereof, and its (or their) successors, personal representatives, executors, administrators and assigns.

"Contract Amount" shall mean the total monies payable to the Contractor under the Contract Documents. The term "Contract Price" where used in the Contract Documents refers to the Contract Amount.

"Contract Float" shall mean the number of days that an activity or a sequence of activities does not necessarily have to start or end on the scheduled dates to maintain the schedule, or as a minimum, the number of days that an activity may be delayed from its early start date without delaying completion of the Work beyond the Contract Time for Substantial Completion or Final Acceptance.

"Contract Time" will mean the number of calendar days stated in the Agreement for the completion of the Work.

"County" shall mean the Board of County Commissioners, Orange County, Florida, or their duly authorized representative(s), for whom the Work is being performed.

"Day " shall mean one calendar day when used in the Contract Documents.

"Defective Work" shall mean (a) Work that is unsatisfactory, deficient or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

"Drawings" shall mean only those drawings specifically referred to as such in these documents or in any Addenda. Drawings issued after the execution of the Contract to explain further, to illustrate, or to show changes in the Work will be known as "Supplementary Drawings" and shall be binding upon the Contractor with the same force as the Drawings.

"Final Acceptance" shall mean acceptance of the Work by the County upon the expiration of the correction period required by the Contract Documents.

"Final Completion" shall mean acceptance of the Work by the County as evidenced by its signature upon Final Certificate of Completion and approval thereof by the Board of County Commissioners. The Final Certificate of Completion shall be signed only after the County has assured itself by tests, inspection or otherwise that all of the provisions of the Contract have been carried out to its satisfaction.

"Notice" shall mean written Notice. Notice shall be served upon the Contractor either personally or by leaving the said Notice at his residence or with his Agency in charge of the Work, or addressed to the Contractor at the residence or place of business given in the Bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

"Notice of Award" shall mean the written notice of award of the Contract given by the County to the apparent successful Bidder.

"Notice to Proceed" shall mean the written notice given by the County to Contractor fixing the date the Contract Times will commence to run.

"Professional" shall mean the professional independent Architectural/Engineering firm designated to assist the County in the work by a prior agreement entered into by the County and the said firm. The terms "Engineer" and "Architect", where used in the Contract Documents, refer to the Professional.

"Project" shall mean the entire improvement of which this Contract forms a part.

"Project Manager" shall be the duly authorized representative of the County during the construction period.

“Record Schedule” shall mean the time table of predicted tasks, milestones, task durations, deadlines and the start and end dates of the Work indicated in a Progress Schedule accepted by the County and provided to the County prior to the first progress payment. County acceptance of a revised and/or updated Progress Schedule will result in a revised Record Schedule, if so noted in the County’s written acceptance, that will be used to evaluate progress and delays occurring after the acceptance of the revised Record Schedule.

"Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, a manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the Work.

"Site" shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Project Manager.

"Specifications" shall mean parts of the Contract Documents identified as "Specifications" and organized into Divisions. The specifications include general requirements and technical descriptions of materials, equipment, construction systems, standards and workmanship. The term "Technical Provisions" where used in the Contract Documents refers to the Specifications.

"Subcontractor" shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials and/or equipment for the Work.

"Substantial Completion" shall mean the completion of the Work by the Contractor to the point where the County may make beneficial use of the Work.

"Surety" shall mean any corporation that executes, as Surety, the Contractor's Bid Bond, Payment Bond and Performance Bonds securing the performance of this Contract.

"Work" shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the construction assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

ARTICLE 3 -ASSIGNMENT OF CONTRACT

The Contractor may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the County, at its sole discretion.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

ARTICLE 4 - QUALIFICATIONS OF SUBCONTRACTORS AND SUPPLIERS

The Project Manager will notify the Contractor in writing if the Project Manager, after due investigation, has reasonable objection to any Subcontractor or Supplier on the Subcontractor or Supplier Page, Bid Form Attachment C-2. If the Project Manager has reasonable objection to any Subcontractor or Supplier, the Contractor shall submit another acceptable one to the County. No increase in Contract Amount or Contract Time will be allowed under this article, unless Contractor can prove substantial increase due to the change, in which case Contractor may request an equitable adjustment to the Contract Amount or Contract Time. If Contractor requests an equitable adjustment as a result of a requested change, Contractor shall make available to the County all documents necessary, as requested by the County, to substantiate such adjustment.

The failure of the Project Manager to make objections to any Subcontractor or Supplier on the list shall not constitute a waiver of any right of the County to reject defective Work, material or equipment; or work, material or equipment not in conformance with the requirements of the Contract Documents. Should the Contractor desire to add, change or delete a Subcontractor or Supplier previously listed, the Contractor shall submit written justification for said change to the Project Manager for approval prior to the new Subcontractor or Supplier performing any Work on the Project.

ARTICLE 5 - STARTING THE WORK

The Contractor will start the Work within **fourteen (14)** calendar days of the official "Notice to Proceed" date. The Contract Time shall commence on the effective date of the "Notice to Proceed."

Preconstruction Conference: Within 20 days after the effective date of the Contract, but before Contractor starts the Work at the site, a conference attended by Contractor, Project Manager, Professional and others as appropriate will be held to discuss such topics as may include, but not limited to; schedules, procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, maintenance of traffic, initiation of coordination with affected utilities, agreement upon the Notice to Proceed date, and to establish a working understanding among the parties as to the Work.

ARTICLE 6 - INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS

It is the intent of the Specifications and Drawings to describe the complete Work to be constructed in accordance with the Contract Documents. However, the County makes no representation or warranty of any nature whatsoever to the Contractor concerning such documents. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Project Manager's attention in writing before proceeding with the Work affected thereby. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence and govern.

Written clarifications or interpretations (which shall be consistent with or reasonably inferable from the Contract Documents) will be issued in response to a Contractor Request for Interpretation (RFI) or as the Project Manager or Professional may otherwise determine necessary. If the Contractor believes a written clarification or interpretation justifies an increase in Contract Amount or Contract Time, the Contractor shall make a claim for such increase in accordance with Article 13 of the General Conditions. If the Contractor is authorized by the County to proceed with the Work involved before full agreement is reached on (a) whether any increases are due at all, or (b) the extent of any such increases (if any are determined to be due), the Contractor shall furnish daily to the Project Manager, or Professional, actual cost records.

ARTICLE 7 - REFERENCE POINTS

Availability of Lands: The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained by the County unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the County's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 13. The Contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. The Project Manager will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface test.

Unforeseen Subsurface Conditions: The Contractor will promptly notify the Project Manager in writing of any subsurface or latent physical conditions at the site which may differ materially from those indicated in the Contract Documents. The Project Manager will promptly investigate those conditions and advise the Contractor in writing if further surveys or subsurface tests are necessary. Promptly thereafter, if needed, the Project Manager will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the Project Manager finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions, in accordance with Article 12.

Reference Points: The Contractor shall be responsible for all field survey work coincidental with completion of this Work as specified herein. All survey work shall be done under the supervision of a Registered Professional Surveyor and Mapper. The County shall furnish, one time, a set of permanent reference markers along the line of work to form the basis for the above Contractor's survey.

All **Section Corners** and **Quarter Section** corners falling within the limits of this Work shall be perpetuated by a Florida Registered Surveyor and Mapper.

- A. All such corners falling within or on the boundaries of this project shall have reference ties made, certified to and submitted to the County Surveyor, Orange County, Florida, prior to the commencing of construction.

- B. Upon completion of construction and prior to Final Completion, certified corner records shall be submitted to the Department of Natural Resources in compliance with Florida Statutes, Chapter 177.507 and a copy of said certified corner record shall also be submitted to the Orange County Surveyor. Said corner records shall reflect the corner as perpetuated and which shall meet these minimum standards.
1. If the corner falls in asphalt or concrete construction, the corner shall be a 2 1/4" metal disc marked according to standard government practices and set in concrete no less than 18" in depth and shall be encased in an adjustable 5 1/4" diameter or larger valve box raised to the finished surface of construction.
 2. If the corner falls at any other location, it shall be a 4" x 4" concrete monument no less than 23" long with a 2 1/4" metal disc marked according to standard government practices. The top of said monument shall be set flush with the ground ($\pm 0.5'$ depending on conditions).
- C. Any U.S.C. and G.S. monument within limits of construction are to be protected. If monuments are in danger of damage, the Contractor shall contact the Project Manager and the Orange County Surveyor prior to the commencing of construction.
- D. Payment for all necessary survey work shall be included in the bid as part of other items of work.

ARTICLE 8 – BONDS, INSURANCE AND INDEMNIFICATION

Payment and Performance Bonds: The CONTRACTOR shall execute and deliver to the County the Payment and Performance Bonds (see Part C, 2-h) included herein as security for the faithful performance and completion of the Work and payment for all materials and labor furnished or supplied in connection with all Work included in the Contract Documents. These Bonds shall be in amounts at least equal to the Contract Amount, shall name the County as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- VI and must be included on the approved list of sureties issued by the United States Department of Treasury. Prior to execution of the Contract Documents the County may require the Contractor to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premium shall be paid by the Contractor. If the Contract Amount is increased by Change Order, it shall be the Contractor's responsibility to insure that the Payment and Performance Bonds be amended accordingly and a copy of the amendment is forwarded to the County.

If the Surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the Work is located or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall within five (5) days thereafter substitute another Bond with another Surety both of which shall be acceptable to the County.

Insurance Requirements:

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Contractor under this Contract. Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time. Insurance carriers providing coverage shall be authorized and/or eligible to do business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of A- Class VIII.

The Contractor shall require and ensure that each of its subcontractors maintain insurance until the completion of their work under any contract associated with this Contract. Failure of the Contractor to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to ensure that its subcontractors maintain coverage shall not relieve the Contractor of any contractual responsibility, obligation or liability.

If the CONTRACTOR intends to bid on this Contract as a Joint Venture then all insurance coverage required herein shall include the Joint Venture as "named insured". If the Joint Venture has no employees then this requirement is waived for workers' compensation. The Joint Venture shall also purchase discontinued completed operations coverage for any claims made after the dissolution of the Joint Venture. This coverage shall be for a period of two years following final completion of the project or continuing service contract.

The minimum types and amounts of insurance inclusive of any amount provided by an umbrella or excess policy, shall be as follows:

- Workers' Compensation – The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits (see below) for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. The County will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A). **The Worker's Compensation policy shall include coverage under the Longshore and Harbor Workers' Compensation Act.**

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent (Exhibit G)
- Commercial General Liability – The Contractor shall maintain coverage issued on an ISO form CG 00 01 or its equivalent, with a limit of liability of not less than the limits indicated in the Schedule of Limits (see below). Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Contract or shall be at least twice the required occurrence limit.

All projects with a Contract Amount greater than \$20,000,000 shall be written on a Designated Premises or Projects basis (Exhibit B). Commercial umbrella and excess coverage shall include liability coverage for damage to the Contractor's completed work equivalent to that provided under ISO Form CG 00 01 04 13.

Required Endorsements:

- Additional Insured- CG 20 10 04 13 and CG 20 37 04 13 or its equivalent (Exhibits E and F)
- Waiver of Subrogation- CG 24 04 05 09 or its equivalent

Note: If blanket endorsements are being submitted please include the entire endorsement. The policy number to which the endorsement applies shall be indicated directly on the endorsement.

- Business Automobile Liability - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent, with limits of not less than the limits indicated in the Schedule of Limits (see below). In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Required Endorsements:

- MCS-90- for operations governed under Sections 29 & 30 of the Motor Carrier Act of 1980

Schedule of Limits:

Contract Amount	Workers' Comp/ Employers' Liability	General Liability	Automobile Liability
Up to \$10 million	Statutory/\$500,000	\$1,000,000	\$1,000,000
\$10 - \$20 million	Statutory/\$1,000,000	\$5,000,000	\$5,000,000
Over \$20 million	To Be Determined by the County		

- Pollution Legal Liability - The Contractor agrees to maintain Contractor's Pollution Legal Liability with a limit of not less than one million (\$1,000,000) per occurrence on a per-project basis.
- Builders' Risk - If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of the County, the Professional, the Contractor and subcontractors of any tier. Coverage shall be written on a completed value form (Exhibit C) in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum.

The coverage shall be written on an “all-risk” basis and shall, at a minimum cover the perils insured under the ISO CP 10 30 Special Causes of Loss Form (Exhibit D) and shall include property in transit and property stored on or off premises, which shall become part of the project. The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any wind percentage deductible (when applicable) shall not exceed five-percent (5%). The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County’s interest in the project ceases, or the project is accepted and insured by the County.

- Professional Liability- If the construction method is “design-build” the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

<u>Project Cost</u>	<u>Minimum Limit</u>	<u>Maximum Deductible</u>
\$0-1,000,000	50% of project cost subject to a minimum of \$100,000/occurrence	10% of project cost or \$25,000, whichever is smaller
\$1,000,000-5,000,000	\$1,000,000	\$100,000
over \$5,000,000	Determined by the County	

When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of the Contractor’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

The Contractor shall be responsible for all risk of loss whether insured or not until final acceptance of the project by the County. The Contractor agrees to be fully and solely responsible for any costs or expenses resulting from a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of said deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. The County has the right to request that the Contractor procure and maintain a surety bond for any deductible amounts that exceed any amount stated herein in such amount and on such form that are acceptable to the County.

The County reserves the right, but not the responsibility to periodically review any and all policies of insurance and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Contract. In such event, the County shall provide the Contractor written notice of such adjustments and the Contractor shall comply within thirty (30) days of receipt thereof. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

The Contractor agrees to specifically include the County as an Additional Insured on the Commercial General Liability policy with a CG 20 37 – Additional Insured - Owners, Lessees or Contractors-Completed Operations (Exhibit E) or CG 20 10 – Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization Endorsement, or their equivalent (Exhibit F). The Contractor shall also specifically include the County as an Additional Insured on any Commercial Umbrella or Excess policies unless the County is automatically defined under the policy as an Additional Protected Person. Additionally, the Contractor agrees to specifically include the County as an Additional Insured under the Contractor’s Pollution Liability coverage (when applicable). The name of the organization identified in each Additional Insured endorsement’s schedule shall read Orange County Board of County Commissioners.

The Contractor agrees by entering into this written Contract to provide a Waiver of Subrogation in favor of the County, Contractor, Professional, and sub-contractors of any tier for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit an endorsement, the Contractor agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Before execution of this Contract by the County and the start of any Work and for the duration of this Contract, the Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the project title and contract number. The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street
Orlando, Florida 32801

Prior to commencement of any Work performed by subcontractors (if any), the Contractor shall obtain certificates of insurance evidencing coverage from each of its subcontractors and shall furnish within five days, copies of said certificates upon request by the County. In addition to the certificate(s) of insurance the Contractor shall also provide a blanket or specific additional insured endorsement and all waivers of subrogation or transfer of rights of recovery endorsements for each policy.

Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

Indemnification:

Subject to the limitations in the third paragraph under this heading, the Contractor will defend, indemnify and hold harmless the County, its agents and employees from and against all liabilities, claims, damages, losses, costs and expenses (including attorney's fees) arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss, cost or expense:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and,
- is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

The Contractor hereby acknowledges receipt of One Hundred Dollars (\$100) and other good and valuable consideration from the County as consideration for the indemnification provisions in this Contract.

In any and all claims against the County, its agents or employees; employees of the Contractor and subcontractor; all persons directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligations of the Contractor under this section shall not extend to the liability of the Professional and its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or the giving or the failure to give requested interpretations by the Professional and their agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

The Contractor will defend, indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights held by others during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

Provided however, if this Contract is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the County, its officers and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

The indemnification provisions contained herein shall survive the termination of this Contract.

ARTICLE 9 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence - The Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedure of construction, unless otherwise specified. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents. The Contractor will keep on the site at all times during its progress a competent, resident superintendent who shall not be replaced without written notice to the Project Manager. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

The Project Manager may require in writing that the Contractor remove from the Work any of Contractor's personnel that the Project Manager determines to be incompetent, careless or otherwise objectionable.

No claims for an increase in Contract Amount or Contract Time based on the Project Manager's use of this provision will be valid. Contractor shall indemnify and hold the County harmless from and against any claim by Contractor's personnel on account of the use of this provision.

Labor, Materials and Equipment - The Contractor will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site. The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the Project Manager, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors except as otherwise provided in the Contract Documents.

Substitute Material or Equipment - If it is indicated in the Specifications that the Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he will within thirty (30) days after the award of the Contract make written application to the Project Manager for acceptance of such a substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing in an efficient and economic manner as that specified. The application will include sufficient information to allow the Project Manager to evaluate the substitutions.

The application will state the extent, if any, to which the review, acceptance, furnishing and installation of the proposed substitute will prejudice Contractor's completion of the Work within the Contract Time(s). If the cost of the review of the substitution is greater than that of the originally specified item, the Contractor will reimburse the County for all costs. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other Surety with respect to any substitute. The benefit of lower cost items shall be shared between the County and Contractor as specified in the Instructions to Bidders. No substitute shall be ordered or installed without the written acceptance of the Project Manager who shall be the sole judge of acceptability.

Concerning Subcontractors - The Contractor will not employ any Subcontractor, other person or organization of the types referred to in Article 4 (whether initially or as a substitute) against whom the County or the Project Manager may have reasonable objections, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection.

The Contractor will not make any substitution for any Subcontractor who has been accepted by the Project Manager, unless the County and the Project Manager determine that there is good cause for doing so.

The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him. Nothing contained in the Contract Documents shall create, nor be interpreted to create, privity or any other contractual relationship whatsoever between the County and any Subcontractor or any person except the Contractor, or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

All Work performed for the Contractor by Subcontractors shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance held by the County as trustee. The Contractor will pay each Subcontractor a share of any insurance monies received by the Contractor under this insurance.

Patent Fees And Royalties - The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

Permits - The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of his Bid except those as may be identified in the Specifications. The Contractor will also pay all public utility charges except as provided for in the Contract Documents.

Laws and Regulations - The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the Specifications or Drawings are at variance therewith, he will give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Project Manager, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Use Of Premises - The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

The Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the County's property or to other non-County property or in public right-of-way areas indicated on the Contract Drawings as including work to be done pursuant to the Contract documents. In the event the Contractor desires to have access to the project site, or perform work or operations pertaining to the Contract on, over or from non-County property adjacent to the project site, the Contractor shall obtain written authorization to do so from the respective adjacent property owner(s) prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the County harmless, and to defend the County, in the event of any liability,

loss, injury, or claim incurred as a result of the Contractors work or operations involving the use of the adjacent non-County property.

The County shall be provided with a notarized, certified copy of such written authorization(s) before the Contractor commences work or operations or use of such property in connection with work or operations pursuant to this Contract.

Record Drawings - The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Change Orders and Shop Drawings at the site in good order, and annotated and/or marked on a current basis to indicate the progress of the work done and to show all changes made during the construction process or conditions varying from the Bid Documents. These shall be available to the Project Manager for inspection throughout construction and shall be delivered to the Project Manager upon completion of the Work, but prior to final payment.

Safety And Protection - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- A. All employees on the Project and other persons who may be affected thereby:
- B. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

- C. Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body or public or private utility service organization having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and the progress of the Work, all necessary safeguards for safety and protection and, in addition, he will comply with all applicable recommendations of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., and the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and subsequent revisions and addenda as published by the U.S. Department of Transportation, Federal Highway Administration and adopted by the Florida Department of Transportation. He will notify owners of adjacent utilities when prosecution of the Work may affect them.

All damage, injury or loss to any property or all damage, disruption, discontinuance or other loss to any utility system or roadways referred to in Paragraph B. and C. caused directly or indirectly, in whole or in part by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, will be remedied by the Contractor, except damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the County, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the Contractor. The Contractor must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.asp>

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The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. **This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.**

Emergencies - In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Manager, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Amount or an extension of the Contract Time, he may make a claim therefore as provided in Article 13.

Shop Drawing and Samples - After checking and verifying all field measurements, the Contractor will submit to the Project Manager for review, in accordance with the accepted schedule of Shop Drawing submission, five copies (or at the Project Manager's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Project Manager may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the project manager to review the information as required.

The Contractor will also submit to the Project Manager for review with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall be checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

At the time of each submission, the Contractor will in writing call to the Project Manager's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract documents.

The Project Manager will review with reasonable promptness and take appropriate action with regard to Shop Drawings and samples, but its review shall be only for general conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The acceptance of a separate item as such will not indicate approval of the assembly in which the item functions.

The Contractor will make any corrections required by the Project Manager and will return the required number of corrected copies of Shop Drawings and re-submit new samples until accepted.

The Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Project Manager that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and Contract Documents.

No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been accepted by the Project Manager. A copy of each accepted Shop Drawing and each accepted sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager.

The Project Manager's acceptance of Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents, unless the Contractor has in writing called the Project Manager's attention to such deviation at the time of submission and the County and the Project Manager have given written acceptance to the specific deviation; nor shall any acceptance by the Project Manager relieve the Contractor from responsibility for errors or omissions in the Shop Drawing.

Each Shop Drawing or sample submittal or substitution request by the Contractor shall contain a reference identifying the applicable, specific Section of the Specifications to which it pertains. Submittals failing to comply with this provision shall be rejected and returned to the Contractor without review.

Each Shop Drawing or sample submittal or substitution request shall include the following stamped certification by the Contractor:

"The General Contractor has reviewed the Shop Drawing, sample or substitution submitted herewith and has determined and hereby certifies that in all respects this submittal is in full compliance and conformance with the Contract specifications, drawings and all other Contract requirements pertaining thereto".

Failure of the Contractor to include the above stated specification reference number or certification of compliance shall result in the rejection of the submittal. The Contractor will also submit within five (5) days of Contract Award to the Project Manager for acceptance all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

In the event that the Contractor, or anyone working for or on behalf of the Contractor on this project, should commence or do any work requiring submission of a Shop Drawing or sample, or involving a substitution or an "or-equal" request without having such submittal accepted by the County in writing, then the Contractor is advised that any and all such work will be done at its risk and is subject to rejection and/or removal at the Contractor's expense and at no additional cost to the County if applicable Shop Drawing, sample, substitution, "or-equal" or other submittal is not accepted.

Further, the Contractor will not receive "progress" or "final" payment for any and all work commenced or done which requires, but has not received acceptance of Shop Drawings, samples, substitution requests, or "or-equal" requests or any other required submittal, nor will the Contractor receive "progress" or "final" payment for any and all work that has been determined by the Professional or the County's Project Manager not to be in compliance or conformance with the established Contract requirements, Contract change orders, written directives, written clarifications provided to the Contractor, or accepted Shop Drawings, accepted samples, accepted substitutions, or accepted "or-equals".

Cleaning Up - The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the Site not designated for alteration by the Contract Documents. If at any time during construction of this project, the Contractor fails to clean up on a daily basis, the County may do so. All costs associated with the County's cleanup activities on behalf of the Contractor shall be deducted from amounts due to the Contractor.

ARTICLE 10 – WORK BY OTHERS AND UTILITY COORDINATION

Work by Others – The County may perform additional work related to the project by itself, or it may let other direct contracts which shall contain general conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the County, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

Should the contract entail relocation of facilities not a part of this Contract, the Contractor will coordinate and cooperate with the applicable entity responsible for this portion of the work.

If any part of the Contractor's Work depends (for proper execution of results) upon work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the Project Manager in writing any defects, deficiencies or delays in such work that render it unsuitable for such proper execution and results.

The Contractor's failure to report shall constitute an acceptance of the other work, except as to defects, deficiencies and delays which may appear in the other work after the execution of the work.

The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly, and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering such other work and will only cut or alter such other work with the written consent of the Project Manager.

If the performance of additional work by other Contractors or the County is not noted in the contract documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 13.

Utility Coordination – Section 337.401 (1), Florida Statutes and other applicable law allows utility owners to install and maintain along, above, under, across or on any road or right-of-way any electric transmission or distribution facilities, telephone, telegraph, pole lines, poles, railway structures, ditches, sewers, water, heat, gas mains, pipelines, fences, gasoline tanks and pumps, waterlines, gas lines, wire lines, utility service connections, water and gas meter boxes, valve boxes, light standards, cable lines, cable ways, signals, signal boxes, and all other utility installations, improvements and utility appurtenances to be installed and maintained in the right-of-way.

The Contractor understands and agrees that the lands upon which the Work is to be performed consists of prior existing right-of-way, as well as, recently acquired right-of-way. The Contractor acknowledges and agrees that utility installations and appurtenances are located within the limits of the planned construction Work. The utility installations and appurtenances may be in conflict with the Contractor's Work or require relocation or adjustments. All utility conflict resolutions, relocations, or adjustments are to be moved by the utility owners at their expense, unless otherwise provided in the Contract documents.

The Contractor, by submission of a bid, agrees that prior to bid he has studied, performed field inspections, and evaluated all potential utility conflicts, the locations of permanent and temporary utility appurtenances in their present and relocated positions as may be shown on the plans. The Contractor acknowledges and agrees that the Contractor's bid has considered all potential utility conflicts, the locations of permanent and temporary utility appurtenances in their present and relocated positions including those shown on the plans, not shown on the plans, and those identified during the

Contractor's pre-bid study or that should have been identified during the Contractor's field inspections, and evaluation of the limits of the planned construction Work.

The design Professional may show surface or subsurface utility conflicts, relocations, or adjustments in the drawings and plans. The surface and subsurface utility information shown in the drawings and plans was obtained and used by the design Professional to establish design criteria for the design plans. The accuracy as to location and the identification of all surface or subsurface utility information is not warranted or guaranteed and is not to be construed as part of the construction plans governing the construction Work. The Contractor shall solely make his own determinations as to surface and subsurface conditions.

The Contractor shall be solely responsible for utility coordination including all utility conflict resolutions, relocations, and adjustments. The concept of "utility coordination" means that the Contractor shall, at a minimum:

- A. Investigate both subsurface and aboveground conditions to identify potential conflicts far enough in advance of his planned construction operations to allow the Contractor to coordinate with utility owners and responsible parties any necessary conflict resolutions, relocations, or adjustments such that they can occur without delay to the Contractor's operations and Progress Schedule.
- B. Conduct regularly scheduled Utility Coordination Meetings with all affected utilities, and shall maintain detailed minutes of the discussions.
- C. Contact all utility owners in advance of any needed conflict resolutions, relocations, or adjustments.
- D. Contact the Project Manager as to all Contractor scheduled utility conflict resolutions, relocations, or adjustments.
- E. Schedule all work to be performed by the utility owners related to utility conflict resolutions, relocations, or adjustments.
- F. Schedule all work to be performed by the utility owners so as not to delay or disrupt in any way the Contractor's own performance of the Contractor's Performance Schedule.
- G. Assure the proper connection of the Contractor's Work with the work of the utility owners.
- H. Assure that the schedule, contacts, and proper connections between the Contractor's Work and the utility owner's work harmonize the work of both in a common action to achieve resolution of utility conflicts, relocations, and adjustments.
- I. Contractor shall, at no cost to the County, adjust the project schedule to allow the work to proceed in such a manner that delays to the progress of the work are minimized.

As discussed more fully in Article 17, delays to the Contractor's Progress Schedule resulting from the resolution of utility conflicts, relocations, and adjustments to utilities will not be considered as the basis for granting a change in Contract Amount or Contract Time.

ARTICLE 11 - PROJECT OWNER STATUS DURING CONSTRUCTION

The Contractor shall provide the following information to all subcontractors and suppliers:

County's Representatives - The Project Owner shall be the Board of County Commissioners. The Board shall be represented by the Project Manager listed below during the construction period:

Manager, Capital Projects Division, or designee
Address: 400 East South St, 5th Floor, Orlando, FL 32801

ARTICLE 12 - CHANGES IN THE WORK

Without invalidating the Contract, the County may, at any time or from time to time, order additions, deletions or revisions in the Work authorized by written Change Orders or directive. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 13.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency as provided in Article 9.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the County.

In the event the County directs the Contractor to make a change in the Work, and if the County and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the Contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the Project Manager. Each such written notice shall be delivered promptly, and in any event no later than 15 days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than 15 days prior to the date of delivery of the written notice, and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than 15 days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount or Contract Time. When requested by the Project Manager, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) days of the request unless a longer time period is allowed by the Project Manager.

The Contractor shall prepare proposals detailing proposed adjustments to Contract Amount and/or Contract Time in accordance with Article 13 and submit them to the Project Manager within 15 days of the County's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's proposals shall be irrevocable for a period of at least sixty (60) days after receipt by the County. Any delay in the submittal of a complete, adequate and acceptable proposal will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the County access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time.

ARTICLE 13 - CHANGE OF CONTRACT AMOUNT AND CONTRACT TIME

Contract Amount - The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the County. Any claim for an increase in the Contract Amount shall be in writing and delivered to the Project Manager within fifteen (15) days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the Project Manager. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Proposals or Claims Substantiating Adjustments; Limitations:

- A. Contractor proposals or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be Used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.
- B. Where the change in Contract Amount arises from changes in the time required to perform any Work, or where a change in Contract Time is sought, the Contractor's itemized estimates shall detail all productivity and production data,

and include an analysis of the Record Schedule demonstrating the schedule status just before and after the occurrence of events on which the request is based (thereby showing the extent of delay resulting from the event involved) and any measures taken or planned to mitigate the impacts.

- C. Neither the Contract Time nor Contract Amount shall be changed due to a delay in Contractor's early completion date until all the corresponding Contract Float available in the Record Schedule at the start of the delay is used and performance of the specified Work extends necessarily beyond that Contract Time. The Contractor shall not recover from the County (a) acceleration costs incurred to overcome delays which warrant extensions in Contract Time but exclude changes in Contract Amount, (b) escalation costs for any part of the Work having Contract Float or not delayed beyond the late dates in the Record Schedule, or (c) delay costs not expressly allowed in General Conditions Article 13 as supplemented.
- D. Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount shall be determined in one of the following ways:

- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the County or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.
- B. By mutual acceptance of a lump sum.
- C. By cost and mutually acceptable fixed amount for overhead and profit.
- D. If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing any of the above three methods, the value shall be determined by the County on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the County for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

Methods for Determining Adjustments in Contract Amount:

- A. If the County directs the Contractor to proceed with the Work involved pursuant to actual out-of-pocket costs plus contractual allowances for overhead and profit and states a Not-to-exceed price, Contractor claims for costs, overhead or profit beyond the Not-to-exceed price shall be invalid, unless, prior to incurring those costs, overhead or profit Contractor provides written notice and County increases the Not-to-exceed price in writing..
- B. If payment for the Work involved is to be determined by a court of law, it is agreed by the Contractor that the actual out-of-pocket cost and overhead and profit method contained in the General and Supplemental Conditions shall represent an appropriate method for determining the cost and overhead and profit for the Work involved.
- C. In computing Cost of the Work involved in a Change Order or claim, costs shall be allowable only to the extent costs (a) are consistent with those prevailing in the Orlando Metropolitan Statistical Area (which includes Orange, Seminole, Lake and Osceola Counties) and with applicable criteria set forth in 48 CFR Part 31 (federal contract cost principles and procedures), (b) include only the appropriate items for labor, material or equipment, construction equipment and special cost items specified in General Conditions Articles 13.

In such case, the Contractor will submit in the form prescribed by the County an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the County. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.

Allowable labor costs shall be limited to craft labor (including foremen) in the direct employ of the Contractor (or Subcontractor) assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved in the Change Order or Claim.

When determining actual payroll costs, daily time sheets certified by the Contractor and verified by the Project Manager along with certified payroll records shall be the valid records.

- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category indicating, the applicable unit rates (i.e., \$'s per hour, \$'s per day etc.) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.
- D. Special cost items (any out-of-pocket cost items not considered to be material, labor or construction equipment as set forth above including but not limited to small tools and expendables): Provide written documentation in the form of a detailed breakdown or itemization of the costs, fees, charges, hours, hourly rates, etc., to clarify, document and substantiate the basis and amount of the out-of-pocket cost. Special cost items due to the Work or a delay involved in a Change Order or Claim may include a proportion of the following indirect costs, to the extent those indirect costs increase or decrease on account of (a) the Cost of the Work involved for labor, Subcontractor or Supplier furnished materials or equipment, or (b) an extension in Contract Time as follows (provided that no cost shall be paid for holidays or weather days during the delay):
 - 1. Payroll costs for the Contractor's full-time superintendent and payroll costs for other personnel in the employ of the Contractor resident (engaged in activities) at the site if those costs arise solely from an extension in Contract Time;
 - 2. Costs of small tools and expendables (less market value if not consumed) of items individually valued at less than \$1,000.00 that are not owned by the workers, if the Contractor provides an itemized list of items required for the performance of the Work involved; however, no such costs shall be allowed over 4% of the direct labor costs, unless the Contractor furnishes detailed data sufficient to allow verification that a higher percentage is appropriate for the Work involved;
 - 3. Costs of office and temporary facilities at the site, including utilities, fuel and sanitary facilities, telephone and internet service at the site, materials, supplies, equipment, other minor expenses (e.g. expressage and petty cash), if those costs arise solely from an extension in Contract Time;
 - 4. Costs of consultants not in the direct employ of the Contractor, if those costs are or were authorized by the County before proceeding with the Work involved;

5. Taxes on the Work involved, and for which the Contractor is liable; and royalty payments and charges and fees for permits, if any of them relate solely to the Work involved;
6. Physical losses, damages and expenses to the Work, not compensated by property insurance, or otherwise to be sustained by the Contractor in the prosecution of the Work (except losses and damages within the deductible amounts of property insurance, if any), but only if the losses, damages and expenses result from the fault or negligence of the County, or
7. Bond premiums and insurance premiums not included as part of the indirect labor cost, if they relate solely to the Work involved.

E. Construction Equipment Costs:

1. For equipment owned by Contractor (or Subcontractor) or rented or leased from lessors associated with or owned by them, allowable costs shall be limited to equipment required for the Work involved in a Change Order or claim with individual replacement values exceeding \$1,000.00. Transportation, loading/unloading, installation, dismantling and removal costs shall be allowed only if prior written consent is obtained from the Project Manager, and if the equipment is, or was, transported to the site solely for the Work involved. Shipping costs will be allowed only if the equipment is not available in the Orlando Metropolitan Statistical Area.

Contractor shall be entitled to ownership and operation costs of the equipment based on the Contractor's normal accounting practices, but in no event shall equipment ownership or operation costs exceed the applicable hourly rates listed in the "Cost Reference Guide," published by Prism Business Media. For multiple shifts, the equipment rate shall not exceed the shift Work adjustments recommended in the referenced Cost Guide.

Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work, and shall cease when the equipment is no longer needed for the Work involved.

2. For equipment rented or leased from lessors not associated with or owned by the Contractor (or Subcontractor), the Contractor shall be entitled to rental or lease rates, but in no event shall the rates or hourly operating costs exceed applicable rates in the Rental Rate "Blue Book" published by Prism Business Media. The equipment rate for second or third shifts shall not exceed fifty percent (50%) of the base rate. Hourly rates for equipment previously in use at the site for at least a month shall be based on the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall not be invoiced to the County at rates higher than the following schedule correlating equipment usage to payment category:

Less than 8 hours	Hourly Rate
1 day but less than 7 days	Daily Rate
1 week but less than 30 days	Weekly Rate
30 days or more (when in use)	Monthly Rate

3. Rented (or owned) equipment idled by actions of the County *for* reasons under the sole control of the County shall be paid as rented equipment (or as one-half of owned equipment), provided the idle period exceeds what is normal for such equipment and occurs during normal working hours.

When determining actual construction equipment costs, daily logs of the equipment, operators and actual usage, verified by the Project Manager, shall be the valid records.

With respect to the allowances for overhead and profit the following schedule shall be used in determining the total cost of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract price:

- A. For the Contractor, for Work (i.e., the cost of labor, materials and construction equipment as described above) performed by the Contractor's own forces; 15% of the cost.
- B. For the Contractor, for the Work performed by the Contractor's Subcontractor; 7 ½% of the amount due the Subcontractor.
- C. For each Subcontractor involved, for Work performed by that Subcontractor's own forces 7 ½% of the cost.
- D. For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractor's 5% of the amount due the Sub-Subcontractor.
- E. Cost to which overhead and profit is to be applied shall be determined in accordance with provisions of this Article 13.
- F. The Cost of the Work involved in a Change Order or claim shall not include any of the following costs (considered administrative costs or contingencies covered by the overhead and profit):
 1. Payroll costs and other compensation of (a) executives, general and administrative managers, estimators, claim consultants, attorneys, accountants, labor relation coordinators, contract and subcontract administrators, purchasers, expeditors and other administrative staff, whether employed at the site or in the Contractor's (or Subcontractor's) principal or branch offices; and (b) project managers, construction managers, engineers, architects, schedulers, detailers, safety personnel, clerks and other administrative staff employed in his principal or branch offices;
 2. Costs in the preparation of Change Orders or claims (whether or not ultimately authorized by the County);

3. Costs of engineers, architects, accountants, consultants, attorneys and others, in the direct employ of the Contractor or otherwise, utilized for services related to a controversy or claim about the acceptability of the Work;
4. Any part of the Contractor's capital expenses, including interest on capital for the Work involved, lost interest on unpaid retainage, and charges for delinquent payments;
5. Any other expenses of the Contractor's principal and branch offices, including storage and yard facilities; and any costs not specifically and expressly allowed in General Conditions Article 13 as supplemented.

If deemed necessary, the overhead and profit allowance schedule shown above may be adjusted by the Project Manger.

Cash Allowances - It is understood that the Contractor has included in the Contract Amount any allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Suppliers or Subcontractors and for such sums within the limit of the allowances as the County may accept. Prior to final payment, the Contract Amount shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract amount includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

Change of Contract Time - The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications, and shall be delivered to the Project Manager within fifteen (15) days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Time shall be determined by the Project Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefore. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the County; fires; floods; labor disputes; epidemics or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

ARTICLE 14 - CONDITION OF MATERIALS AND PACKAGING:

In instances where the Specifications, (Part H) make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the Contractor pursuant to the requirements imposed upon said Contractor by this bid package, will be new and in first class condition; all related containers being new and suitable for storage and shipment; all prices including the cost of standard commercial packaging. Contractors will be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

ARTICLE 15 - ASBESTOS FREE MATERIALS:

Project is to be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the final payment request. Final payment shall be withheld until such statement is submitted.

Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

ARTICLE 16 – WARRANTY AND GUARANTEE, ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee - The Contractor warrants and guarantees to the County that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents including any required inspections, tests or approvals. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article. All warranty and guarantee coverage periods shall commence from the Final Completion date of the project as determined by the Project Manager. The coverage commencement date of warranties and guarantees shall, in accordance with the provisions stated above, be entered on each warranty or guarantee document.

However, in the event the coverage commencement date entered on the warranty or guarantee document is not in accordance with the provisions stated above, the coverage commencement date shall nonetheless be the date determined by applying the provisions stated above.

Tests and Inspections - If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Manager timely notice of readiness therefore. The Contractor will furnish the Project Manager with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing Materials or such other applicable organizations as may be required by law or the Contract Documents.

If any such Work required to be inspected, tested or approved is covered without written approval of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided. Neither observations by the Contractor nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

Access To The Work - The Project Manager and his representative and other representatives of the County and the Professional will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

Uncovering Work - If any Work is covered contrary to the request of the Project Manager it must, if requested by the Project Manager be uncovered for observation and replaced at the Contractor's expense. If any Work has been covered which the Project Manager has not specifically requested to observe prior to its being covered, or if the Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract amount or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and re-construction, if he makes a claim therefore as provided in Article 13.

Notice to Cure - If the County determines the Work is defective or deficient; if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment; if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment; if the work is not progressing in a safe, orderly or well coordinated manner; or if the general progress and/or quality of the work is not adequate to ensure continuation or completion of the work in accordance with the Contract completion time requirements, then the Procurement Division Manager shall issue a notice to cure, giving the Contractor a specific period of time

(1) in which to submit to the Project Manager a written Plan of Action including a schedule setting forth a plan by which the deficiencies will be corrected, and (2) a specific period of time in which to correct the deficiencies. If the Contractor does not submit a Plan of Action to indicate how and when the deficiencies indicated in the notice to cure will be cured within the specified time frame that is acceptable to the Project Manager, and if those deficiencies are not corrected within that time frame, then the County shall take further action, up to and including Contract termination. The Contractor shall not be entitled to any delay claims as a result of the County's issuance of the notice to cure.

Correction or Removal of Defective Work - If required by the Project Manager prior to approval of final payment, the Contractor will, promptly, without cost to the County and as specified by the Project Manager, either correct any defective Work whether or not fabricated, installed or completed or, if the Work has been rejected by the Project Manager, remove it from the Site and replace it with non-defective Work.

If the Contractor does not correct such defective Work or remove and replace such rejected work within a reasonable time, or as specified in a written notice from the Project Manager, the County may have the deficiency corrected or the rejected work removed and replaced. All direct and indirect costs of such correction or removal and replacement shall be paid by the

Contractor. The Contractor will also bear the expense of making good all work of others destroyed or damaged by this correction, removal or replacement of his defective Work.

One (1) Year Correction Period - The Contractor shall be responsible for the timely correction of any deficiencies in the work for a period of one (1) year after final acceptance or such longer period of time as may be prescribed by law or by any other terms required by the Contract. The Contractor will promptly without cost to the County and in accordance with the Project Manager's written instructions either correct such defective Work or, if it has been rejected by the Project Manager, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Project Manager may have the defective Work corrected or the rejected Work removed and replaced. All direct and indirect costs of such removal and replacement will be paid by the Contractor.

Acceptance Of Defective Work - If, instead of requiring correction or removal and replacement of defective Work, the Project Manager prefers to accept it, then he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract amount. If the acceptance occurs after approval of final payment, the appropriate amount shall be paid by the Contractor to the County.

Neglected Work By Contractor - If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the County may, after reasonable written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the Contractor. A Change Order shall be issued incorporating the necessary revision in the Contract Documents including an appropriate reduction in the Contract Amount. If the payments then or therefore due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

Notice is hereby given that the County will retain and pay for an independent materials testing laboratory to perform certain tests as follows:

- a. Initial concrete test cylinder making and testing (concrete mix design will be by Contractor).
- b. Initial earthwork compaction.

- c. Initial in-place testing of sub-grade, sub-base and base for roadways including thickness and compaction (soil cement design will be by Contractor). The County reserves the right to perform any other tests it deems necessary to ensure that any all construction is adequate for the purposes intended and meets all applicable criteria.
- d. Subsequent tests required after the initial tests to verify compliance with the Contract Documents in areas failing the initial tests shall be paid for by the Contractor by back charge to subsequent applications for payment.

The Contractor will perform and pay for all material testing and other testing specified in the Contract Documents and as stated in paragraphs a. through e. above. The purpose of performing these tests is to verify compliance with the specifications as set forth in the Contract Documents.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

County Obligation – The County owes no duty, obligation, damages, change in Contract Amount, or liability to Contractor as a result of any delay, interference, suspension or other event which may impact Contractor’s progress schedule of its contract.

Extension of Time Sole Remedy – Should Contractor’s performance, in whole or in part, be interfered with, delayed, re-sequenced, disrupted, or be suspended in the commencement, prosecution or completion, for reasons beyond Contractor’s control, and without any fault or negligence on its part contributing thereto, Contractor’s sole remedy shall be an extension of Contract Time in which to complete the Contract.

Contract Time Extension – The County may grant an extension of Contract Time when a controlling item of work on the critical path of Contractor’s progress schedule is delayed by factors not reasonably anticipated or foreseeable at the time of bid. Such time extension may be allowed only for delays occurring during the time for performance set forth in the progress schedule. Extensions of Contract Time will not be granted for delays due, in whole or in part, to the fault or negligence of Contractor or any entity or person for whom Contractor is responsible.

Utility Conflicts, Relocation, and Adjustment Delays – The Contractor is solely responsible for the coordination and resolution of all utility conflicts, relocations, and adjustments. Delays resulting from the resolution of utility conflicts, relocations, and adjustments to utilities will not be considered as the basis for granting a change in Contract Amount or Contract Time.

Limitation on Damages – In the event the provision regarding an extension of time as being the sole remedy, see above, is not legally enforceable and Contractor is not limited to the sole remedy of an extension of time, Contractor shall not under any circumstances be allowed to recover any of the following items of damage against the County: (1) profit; (2) loss of profit; (3) work inefficiencies; (4) loss of productivity; (5) overtime premiums; (6) escalation; (7) home office overhead, including but not limited to costs of any kind for home office personnel; (8) indirect damages; and (9) consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency.

ARTICLE 18 - PAYMENT AND COMPLETION

Schedule of Values – The Contractor shall submit a schedule of values of the Work including quantities and unit prices totaling the Contract Amount no later than twenty (20) days after receipt of the Notice to Proceed and prior to commencing Work on the project. The schedule of values shall be in a form satisfactory to the County. The schedule of values shall subdivide the Work into sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Project Manager, it may be incorporated into the form of application for payment prescribed by the County.

The Contractor shall not imbalance its schedule of values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this contract.

Progress Schedule – The Contractor's Progress Schedule shall utilize the Critical Path Method ("CPM"). The Contractor's Progress Schedule shall be prepared using Primavera P-6 or other software approved by the County; the software shall be specifically intended for the preparation of construction schedules incorporating a critical path. The software used by the Contractor must be approved in advance by the County. The Contractor shall submit a Progress Schedule CPM (both in hard printed copy with network diagrams and electronic disc files) no later than twenty (20) days after receipt of the Notice to Proceed, and prior to commencing Work on the project. The Progress Schedule CPM shall clearly identify all controlling items of Work and activities defined as the critical path, which if delayed or prolonged, will delay the time of completion of the Contract. The critical path shall include a minimum 10% float time as part of the Contract Time for unforeseen conditions. Contractor shall provide additional float time above the required minimum 10% based on his experience, understanding of the scope, and inspection of the site.

Progress Payment Update Schedules CPM – The Contractor shall submit an Update Schedule CPM to the Project Manager concurrent with each Application for Progress Payment. The Update Schedule CPM shall focus on the period from the last Update Schedule CPM to the current Update Schedule CPM submitted with the Application for Progress Payment. Activities that have either started or finished shall be reported as they actually occurred and designated as complete, if actually completed. For activities in progress that are forecasted to complete longer than planned, the remaining durations shall be revised, not the original durations. All out of sequence activities are to be reviewed and their relationships either verified or changed.

The Contractor's failure to submit a Progress Payment Schedule CPM and Progress Payment Narrative Report as described herein with an Application for Progress Payment shall be sufficient reason for rejection of the Progress Payment request. If the Project Manager rejects the Progress Payment Update Schedule CPM or the Progress Payment Narrative Report, the entire Progress Payment request shall be rejected and must be resubmitted with the corrected Progress Payment Update Schedule CPM and Progress Payment Narrative Report.

Progress Payment Narrative Report – Each Update Schedule CPM shall be accompanied by a written Narrative Report.

The Narrative Report shall describe the physical progress during the report period, plans for continuing the Work during the forthcoming report period, actions planned to correct any delays, and a detailed explanation of potential delays or problems and their estimated impact on performance, milestone completion dates, the forecasted completion date, and the forecasted substantial completion date. In addition, alternatives for possible schedule recovery to mitigate any potential delays shall be discussed.

The Contractor's Progress Payment Narrative Report shall include a detailed list of all outstanding Contract Claims with a detailed description of each Contract Claim. The Narrative Report shall follow the outline set forth below:

Contractor's Narrative Report Outline:

- (1) Contractor's dated transmittal letter.
- (2) Work completed during the report period.
- (3) Description of the current critical path.
- (4) Description of problem areas.
- (5) Current and anticipated delays:
 - a. Cause of the delay
 - b. Corrective action and schedule adjustments to correct the delay.
- (6) Impact of the delay on other activities, milestones, and completion dates. Changes in construction sequences.
- (7) Pending items and status thereof:
 - a. Permits.
 - b. Change orders.
 - c. Time extensions.
- (8) A list of all outstanding Contract Claims and a detailed description of each Contract Claim.
- (9) Contract completion date status:
 - a. Ahead of schedule and number of days.
 - b. Behind schedule and number of days.

Schedule and Report Format – The Contractor shall submit the Progress Schedule CPM, Progress Payment Update Schedules CPM, and the Progress Payment Narrative Report to the Project Manager on both: (1) electronic disc files; and, (2) printed copies of the network diagrams and narrative reports.

Project Manager Review – The Project Manager shall review the Contractor's Progress Schedule CPM, Progress Payment Update Schedules CPM, and Progress Payment Narrative Reports. The Project Manager may accept or reject Update Schedule CPMs or Narrative Reports. Rejected Update Schedule CPMs and Narrative Reports shall be corrected and re-submitted to the Project Manager.

Final Schedule Update – The Contractor within fifteen (15) days after substantial completion shall submit a final update of the schedule with actual start and actual finish dates for all activities and controlling items of Work identified as the critical path.

The Final Schedule Update shall be accompanied by a certification signed by the Contractor stating, "To the best of my knowledge, the enclosed final update of the project schedule reflects the actual start and completion dates of the activities and controlling items of Work on the critical path."

Application For Progress Payment – Applications for payments shall be processed in accordance with Florida Statute 218.735, Part VII, "Local Government Prompt Payment Act".

The Project Manager shall provide written notice to the Contractor identifying the name, address, phone number and email address of the agent or employee the Contractor is required to submit payment requests or invoices to. This notice will be provided no later than ten (10) days after issuance of the Notice to Proceed.

Not more often than once a month, on a date established at the Project Pre-Construction Conference, the Contractor may submit to the Project Manager for review the County's standard application for payment form filled out and signed by the Contractor covering the Work completed as of the date of the Application and supported by such data as the Project Manager may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by such supporting data, satisfactory to the Project Manager, as will establish the County's title to the material and equipment and protect its interest therein, including applicable insurance, partial Consent of Surety, and detailed inventory listing of stored material. Each such request shall include the submittal by the Contractor of (1) a detailed, itemized inventory listing the material stored at the site for which payment is requested, (2) documentation to indicate and substantiate the cost or value attributed to the items included in the stored material inventory list, and (3) the County's "Responsibility And Liability For Materials And Equipment Not Included In The Work" form executed by the Contractor. Failure to provide proper supporting documentation may subject the Progress Payment application to rejection. All progress payments will be subject to the retainage percentage specified in the Contract Documents that will be issued in the final payment after acceptance by the County of the Work.

Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager the County shall make progress payments on account of the Contract Amount to the Contractor as provided in the Contract Documents as follows:

In the timeframes outlined in FS 218.735, Section 2, ninety percent (90%) of the portion of the Contract Amount properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Amount properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the Owner. When the completion of the Work ascertained as payable exceeds fifty percent (50%) of the total contract amount the retainage percentage withheld shall be reduced to 5%.

Upon Final completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Amount, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

The Contractor may, at the discretion of the County's Project Manager, be required to have applications for Progress Payments accompanied by legally effective partial releases or waivers of liens executed by all Subcontractors which performed services and suppliers of material or equipment for the Contractor for services or supplies which were included in the previous Application for Progress Payment, or, in the alternative, Consent of Surety to Partial Payment. The Contractor shall include the following certification on each Application for Progress Payments and the Application for Final Payment:

"The undersigned Contractor certifies that the work covered by this application for payment has been done, or completed in accordance with the Contract documents, that all amounts have been paid by Contractor for work, supplies, material or equipment for which previous Certificates for Payment were issued and that the current payment shown herein is now due".

Contractor's Warranty Of Title - The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances; and that no work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Approval of Payments - The Project Manager will, within twenty (20) business days after receipt of each application for payment, either indicate his approval of payment or return the Application to the Contractor indicating in writing the reason for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and re-submit the Application. The County will pay the Contractor the amount approved within the time frame set forth in the Local Government Prompt Payment Act.

In the event the Contractor and the Project Manager do not achieve mutual agreement on the basis or amount of the payment, and should the Contractor be unwilling to make the necessary corrections or modifications, and re-submit the Application, then the County, to avoid delay in paying the Contractor the amount the County has determined the Contractor is entitled to receive, shall approve and process the Application by making such adjustments thereto as the County deems appropriate so that the Contractor receives, without delay, payment of the amount the County has determined to have been earned and owing to the Contractor.

In the event a dispute arises involving payments or invoices that have been rejected by the Project Manager and resubmitted by the Contractor and that cannot be resolved in accordance with F.S. 218.735 (3) the Orange County Payment/Invoice Disputes Resolution Process Procedures shall be used to resolve the dispute. The procedures can be obtained by contacting the Procurement Division at (407)-836-5635.

The Project Manager's approval of any payment requested in an application for payment shall constitute a representation by him to the County, based on the Project Manager's on-site observations of the Work in progress and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the Project Manager shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, that he has reviewed the means, methods, techniques, sequences and procedures of construction nor that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys paid or to be paid to him on account of the Contract Amount.

The Project Manager's approval of final payment shall constitute an additional representation by him to the County that the conditions precedent to the Contractor's belief being entitled to final payment as set forth in this Article have been fulfilled.

The Project Manager may refuse to approve the whole or any part of any payment if in his opinion he is unable to make such representations to the County. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:

- A. The Work is defective;
- B. Claims have been filed or there is reasonable evidence indicating the probable filing thereof;
- C. The Contract Amount has been reduced because of Change Order(s);
- D. The County has been required to correct defective Work or complete the Work in accordance with Article 16; or
- E. Of unsatisfactory prosecution of the Work, including failure to clean up as required by Article 9.

Substantial Completion - Prior to final payment, the Contractor shall certify in writing to the Project Manager that the entire Work is Substantially Complete and request that the Project Manager issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Project Manager and Contractor will make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work Substantially Complete, the Contractor will be notified in writing giving the reasons therefore. If the Project Manager considers the Work Substantially complete, a tentative certificate of Substantial Completion will be issued. This Certificate shall fix the date of Substantial Completion and the responsibilities between the County and the Contractor for maintenance, heat and utilities.

There shall be attached to the Certificate a single punch list of items to be completed or corrected by the Contractor. The punch list must specify a date, not to exceed five (5) days after the punch list has been developed and reviewed, in which the delivery of the punch list to the Contractor must be made. Items not included on the punch list cannot be used as a basis to withhold final payment for retainage. In addition, the final contract completion date shall be at least thirty (30) days after the delivery of the punch list to the Contractor. Punch lists not provided to the Contractor by the date agreed upon for delivery will cause the contract time for completion to be extended by the number of days the local government exceeded the delivery date. Damages may only be assessed against the Contractor in the event the Contractor fails to complete the project within the contract period as was extended by the guidelines set forth in this provision.

The final undisputed retainage payment must be made within twenty (20) business days after receipt of a proper payment request. This would be less any amount withheld in accordance with the contract provisions for incomplete or uncorrected work unless otherwise provided for by written notice to the Contractor specifying the failure of the Contractor to meet contract requirements in the development of the punch list.

The County shall have the right to exclude the Contractor from the Work after achievement of Substantial Completion, but the County will allow the Contractor reasonable access to complete items on the punch list.

Partial Utilization - Prior to Substantial Completion, the Project Manager may request the Contractor to permit the use of a specified part of the Work which it believes it may use without significant interference with construction of other parts of the Work. If the Contractor agrees, he will certify to the Project Manager that said part of the Work is Substantially Complete and request the Project Manager issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter, the Project Manager and Contractor will make an inspection of that part of the Work to determine its status of completion.

If the County and the Project Manager consider that part of the Work to be Substantially Complete, the Project Manager will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and Contractor for maintenance, heat and utilities as to that part of the Work.

The County shall have the right to exclude the Contractor from any part of the Work which is so certified to be Substantially Complete but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Final Inspection - Upon written notice from the Contractor that the Work is complete, including the "punch" listed deficiencies, the Project Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects and to complete all the required work.

Final Inspection For Payment - After the Contractor has completed any such corrections to the satisfaction of the Project Manager and delivered all maintenance and operating instructions, schedules, guarantees, bonds, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by legally effective final releases or waivers of liens from the Contractor and all Subcontractors which performed services for the Contractor and all suppliers of material and/or equipment to the Contractor and the consent of Surety to final payment. The Final Release of Lien, Form E-12, must be utilized in all Final Pay Applications.

Approval Of Final Payment - If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final application for payment (all as required by the Contract Documents), the Project Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, it will, within twenty (20) business days after receipt of the final application for payment, indicate in writing its approval of payment. Otherwise, it will return the Application to the Contractor, indicating in writing its reason for refusing to approve final payment, in which case the Contractor will make the necessary corrections and re-submit the Application.

The County will, in accordance with the Local Government Prompt Payment Act, pay the Contractor the amount approved by the County and issue a Certificate of Final Completion.

If after Substantial Completion of the Work, Final Completion is materially delayed through no fault of the Contractor, and the Project Manager so confirms, the County shall, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Project Manager prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation - The Contractor's obligation to perform the Work and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Contractor under the Contract Documents, any use or occupancy of the Work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

Waiver Of Claims - The making and acceptance of final payment shall constitute:

- A. A waiver of all claims by the County against the Contractor other than those arising from unsettled liens, from defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any special guarantees specified therein, and,

- B. A waiver of all claims by the Contractor against the County other than those previously made in writing and still unsettled.

Progress Schedule Updates – Contractor shall submit a progressed version of the Progress Schedule with each Application for Payment, showing actual progress up to the date of the application. If the update calculations result in dates for completion of the Work, or a part thereof, beyond the Contract Time or Milestone, Contractor shall revise the schedule to show how the Work can be completed within the remaining time, or requests an extension of Contract Time if Contractor believes he is entitled to additional time under Article 13.

The Contractor shall be required to have applications for Progress Payments accompanied by legally effective partial releases or waivers of liens executed by all Subcontractors which performed services and suppliers of material or equipment for the Contractor for services or supplies which were included in the previous Application for Progress Payment and Consent of Surety to Partial Payment. (This is not optional.)

ARTICLE 19 - SUSPENSION OF WORK AND TERMINATION

County May Suspend Work - The County may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed and the Contractor will resume the Work on the date so fixed.

For unreasonable delays, the Contractor will be allowed an increase in the Contract Amount, an extension of the Contract Time or both, if directly attributable to any suspension and if he makes a claim therefore provided in Article 13. However, no profits will be allowed on claims for suspended work. Also, during any period of suspension, the Contractor shall take all available measures to mitigate costs such as taking on new work, reassigning resources to other Contracts, etc.

County May Terminate for Cause - If the Contractor is adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors without County approval; if a trustee or receiver is appointed for the Contractor or for any of his property; if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if he fails to prosecute and complete the Work in accordance with the established Project schedule or within the Contract Time allowed; if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if he repeatedly fails to make prompt payment to Subcontractors for labor, materials or equipment; if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if he disregards the authority of the Project Manager; or if he otherwise substantially violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his Surety if applicable seven (7) days written notice, terminate the services of the Contractor and take possession of the Work and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and assign the completion of the Work to the Surety, or finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

If the unpaid balance of the Contract Amount exceeds the direct and indirect cost of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such cost exceeds the unpaid balance, the Contractor shall pay the difference to the County within fifteen (15) days after notification.

If the contractor fails to provide such payment to the County, the County at its sole discretion may deduct the balance owed from payments due the Contractor on any other contracts between the Contractor and the County. Such cost incurred by the County will be determined by the County and incorporated in a Change Order.

If the County elects to assign the completion of the Work to the Surety, and the Surety tenders a replacement contractor, then Surety shall provide performance, payment and other surety bonds as may be required in accordance with the Contract Documents.

Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

Upon Termination for Cause, the Contractor shall not be entitled to payment for any anticipated supplemental costs, administrative expenses and/or profit for uncompleted Work.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

If after notice of termination of the services of the Contractor for cause, it is determined that the Contractor was not in default, the termination shall be deemed to have been for the convenience of the County. In such event the Contractor may recover from the County payment for Work completed and reasonable termination costs as provided in the following paragraph.

Termination for Convenience: Upon seven (7) days written notice to the Contractor and the Surety, or sooner if reasonable under the circumstances, the County may, without cause and without prejudice to any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part, as the County may deem appropriate. In any termination for convenience, the Contractor shall be paid for Work completed by the Contractor, Subcontractors and Suppliers at the time of termination provided the Work has been inspected and accepted by the County. However, the payment to the Contractor will exclude any and all anticipated supplemental costs, administrative expenses and profit for uncompleted Work. Upon termination for convenience, the County shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and suppliers that the County selects, and prosecute the Work to completion by Contract or as the County may deem expedient. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

Authority to Terminate: The authority to terminate this Contract including all notices thereto is the sole responsibility of the Manager, Procurement Division.

ARTICLE 20 - MAINTENANCE AND EXAMINATION OF RECORDS

The Contractor shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years after the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract.

Contractor's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document. Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the County in connection with the Contractor's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- a) Contractor compliance with contract requirements; or
- b) Compliance with provisions for pricing change orders; or
- c) Compliance with provisions for pricing invoices; or
- d) Compliance with provisions regarding pricing of claims submitted by the Contractor or his payees; or
- e) Compliance with the County's business ethics; or
- f) Compliance with applicable state statutes and County Ordinances and regulations.

Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract.

In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation. Records and documents shall be made accessible at the Contractor's local place of business. If the records are unavailable locally, it shall be the Contractor's responsibility to insure that all required records are provided at the Contractor's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between contractor and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Subcontractors and Sub-subcontractors, material suppliers, etc. Contractor shall cooperate fully and shall cause all aforementioned parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

The County's authorized representatives or designees shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

Even after a change order proposal has been approved, Contractor agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of contractors and/or subcontractors and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Contractor to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Contractor. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the contractor's invoices and /or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Contractor.

ARTICLE 21 - MINORITY/WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS AND SMALL BUSINESS PROVISIONS

The Contractor shall include a **Prompt Payment Clause** and payment schedule in all subcontracts and purchase orders (including those with non-M/WBE's) stating that payment will be made to the Subcontractor/suppliers within 72 hours of receipt of payment from the County. The Contractor shall pay each Subcontractor and supplier for all work covered under an Application for Payment within the 72 hour timeframe.

This provision in no way creates any contractual relationship between any Subcontractor and Orange County or any liability on Orange County for the Contractor's failure to make timely payments

ARTICLE 22 - FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

ARTICLE 23 – VERBAL ORDERS

The Project Manager under the following conditions may issue verbal change orders to the contract:

- A. To address bona fide emergency requirements. Emergency requirements are described as those requiring immediate action due to (1) an imminent or existing threat to the health, safety or welfare of persons or property and (2) conditions which poses serious economic damage to the County.
- B. To ensure the continuity of critical elements of contract performance.

Any such verbal direction shall be confirmed in writing by the Project Manager to the contractor within five (5) calendar days after issuance. Concurrently, a copy of the written direction shall be provided to the Manager, Procurement Division with documentation in the form of an emergency justification to support the action taken.

A formal change order and associated contract amendment, if applicable, will be negotiated in conjunction with the Procurement Division and shall succeed the written confirmation not later than thirty (30) calendar days after issuance of the verbal direction.

Board approval, as applicable, shall be obtained.

ARTICLE 24 – MISCELLANEOUS

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail (postage prepaid) to the last business address known to the County.

All Specifications, Drawings and copies thereof furnished by the County shall remain its property. They shall not be used on another Project and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall be returned to the County upon completion of the Work.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor and the rights and remedies available to the County thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees, agents or others for whose acts he is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Ninth Circuit Court in and for Orange County, Florida.

The obligations of Orange County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners, or other specified funding source for this contract.

For construction Contracts valued at \$10,000,000, or lesser amounts as determined by the County, the County may, at its discretion, use the direct purchase method for large dollar value equipment and materials. Direct purchases will be negotiated with the Contractor based on those items identified by the Professional. The final determination as to whether to direct purchase any materials or equipment shall be made by the Manager of the Procurement Division after consultation with the County's Project Manager.

The County will be represented on site by one or more Inspectors who are employed by the County or by a Construction Engineering and Inspection (CEI) firm under contract to the County. The Contractor is to follow all directions provided by these Inspectors. Provided, however, that any such directions shall not be construed to:

- a. Authorize any deviation from the Contract Documents that:
 - Requires a change in the Contract Price or Contract Time;
 - Materially changes any aspect of the work covered by a permit to the extent that the regulatory agency having jurisdiction would require modification of the permit;
 - Materially changes any aspect of the work to the extent that the intent of the design is compromised;
- b. Approve any substitute materials or equipment;
- c. Undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the Work; Direct the Contractor as to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
- d. Advise on or issue directions as to safety precautions and programs in connection with the Work.

ARTICLE 25 – CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled “Contract Claim” requesting a final decision.

“Claim” as used in this provision applies after failure of the parties to agree to an adjustment as provided in Article 13, Change of Contract Amount and Contract Time.

The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

ARTICLE 26 - VALUE ENGINEERING

- A. Intent and Objective:** This Section applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the Work. This Section does not, however, apply to any such proposal unless it is identified by the CONTRACTOR, at the time of its submission to the COUNTY, as a proposal submitted pursuant to this Section.

VECPs contemplated are those that would result in net savings to the COUNTY by providing either: (A) a decrease in the cost of performance of the Work, or; (B) a reduction in cost of ownership (hereinafter referred to as collateral costs) of the Work, regardless of acquisition costs. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the submittal of VECPs where the required functions and characteristics could be combined, reduced or eliminated as being nonessential or excessive. Plan errors which are identified by the CONTRACTOR and which result in a cost reduction, will not qualify for submittal as a VECP.

The COUNTY reserves the right to reject at its discretion any VECP submitted. Substitution of another design alternate, which is detailed in the Plans, for the one on which the CONTRACTOR bid, will not be allowed under this Section. Pending execution of a formal supplemental Agreement, implementing an approved VECP, the CONTRACTOR shall remain obligated to perform in accordance with the terms of the existing Contract. No time extensions will be granted due to the time required to review a VECP.

- B. Subcontractors:** The CONTRACTOR is encouraged to include the provisions of this Section in contracts with subcontractors. The CONTRACTOR shall encourage submission of VECPs from subcontractors, however, it is not mandatory that VECPs be submitted nor is it mandatory that the CONTRACTOR accept or transmit to the COUNTY VECPs proposed by his subcontractors.
- C. Data Requirements:** As a minimum, the following information shall be submitted by the CONTRACTOR with each VECP;
- (1) A description of the difference between the existing requirements and the proposed change, and the comparative advantages and disadvantages.
 - (2) Separate detailed cost estimates for both the existing requirements and the proposed change. The cost estimates shall be broken down by item numbers indicating quantity increases or decreases and deleted pay items.

Additional proposed Work, now covered by the Contract Documents, shall be identified by current COUNTY pay item numbers. In preparing the estimates, the CONTRACTOR shall include overhead, profit and bond. No separate pay item(s) for these costs will be allowed.

- (3) An itemization of plan details, plan sheets, design standards and Specifications that must be changed or added if the VECP is adopted. Preliminary plan drawings must be sufficient to describe the proposed changes.
- (4) An estimate of the effects the VECP would have on collateral costs to the COUNTY.
- (5) Engineering Incentive or other analysis in sufficient detail to identify and describe specific features of the Contract Documents which must be changed if the VECP is accepted, with a proposal as to how these changes can be accomplished and an assessment of their effect on other Project elements. The COUNTY may require that Engineering Incentive analyses be performed by a prequalified consultant in the applicable class of Work. Any design changes which result from the VECP must be supported by computations sealed by a Professional registered in the State of Florida.
- (6) A statement of the time by which approval of the VECP must be issued by the COUNTY to obtain the total estimated cost reduction during the remainder of this Contract noting any effect on the Contract completion time or delivery schedule.

D. Processing Procedures: Two copies of each VECP shall be submitted to the County's Project Manager, or his/her duly authorized representative, VECPs will be processed expeditiously; however, the COUNTY will not be liable for any delay in acting upon a VECP submitted pursuant to this Section. The CONTRACTOR may withdraw, in whole or in part, a VECP not accepted by the COUNTY within the period specified in the VECP.

The COUNTY shall not be liable for any VECP development cost in the case where a VECP is rejected or withdrawn.

The COUNTY shall be the sole judge of the acceptability of a VECP and of the estimated net savings in construction and/or collateral costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract prices if, in the judgment of the COUNTY, such prices do not represent a fair measure of the value of Work to be performed or to be deleted. Prior to approval, the COUNTY may modify a VECP, with the concurrence of the CONTRACTOR, to make it acceptable. If any modification increases or decreases the net savings resulting from the VECP, the CONTRACTOR'S fair share will be determined upon the basis of the VECP

modified and upon determination of final quantities. The net savings shall be computed by subtracting the revised total cost of all bid items affected by the VECP design from the total cost of the same bid items as represented in the Contract Documents. Prior to approval of the VECP, which initiates the supplemental Contract, the CONTRACTOR shall provide acceptable contract quality Plan sheets revised to show all details consistent with the VECP design.

- E. Computations for Change in Contract Cost of Performance:** CONTRACTOR development and implementation costs for the VECP will not be recoverable. If the VECP is adopted, the CONTRACTOR'S share of the net savings as defined hereinafter shall be considered full compensation to the CONTRACTOR for the VECP. COUNTY costs of processing or implementation of a VECP will not normally be considered in the estimate.

However, the COUNTY reserves the right, where it deems such action appropriate, to require the CONTRACTOR to pay the COUNTY'S cost of investigating and implementing a VECP submitted by the CONTRACTOR as a condition of considering such proposal. Where such a condition is imposed, the CONTRACTOR shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the COUNTY to deduct amounts payable to the COUNTY from any monies due or that may become due to the CONTRACTOR under the Contract.

- F. Computations for Collateral Costs:** When collateral cost savings are sought by the CONTRACTOR, separate estimates must be prepared for collateral costs of both the existing Contract requirement and the proposed change. Each estimate shall consist of an itemized breakdown of all costs and the basis for the data used in the estimate. Cost benefits to the COUNTY include, but are not limited to: reduced costs of operation, maintenance or repair, and extended useful service life. Increased collateral costs include the converse of such factors. Computations shall be as follows:

- (1) Costs shall be calculated over a 20-year period on a uniform basis for each estimate.
- (2) If the difference in the estimates as approved by the COUNTY indicate a savings, the CONTRACTOR shall divide the resultant amount by 20 to arrive at the average annual net collateral savings. The resultant savings shall be shared as stipulated in paragraph G below.

- G. Sharing Arrangements:** If a VECP is approved by the COUNTY, the CONTRACTOR may be entitled to share in both construction savings and collateral savings to the full extent provided for in this subsection. Except for innovative ideas, the CONTRACTOR and COUNTY shall each receive 50 percent of net reduction in the cost of performance of this Contract. For innovative ideas, the reduction in the cost of performance shall be shared as follows:

ACCRUED NET SAVINGS	CONTRACTOR'S SHARE %	COUNTY'S SHARE %
Less than \$25,000	85	15
\$25,000 to \$50,000	75	25
Over \$50,000	50	50

If an approved change is identical or similar to a previously submitted VECP or an idea previously utilized by the COUNTY it will not be considered an innovative idea, thus, will only qualify for a 50 percent sharing of savings. When collateral savings occur, the CONTRACTOR shall receive 20 percent of the average one year's net collateral savings. The CONTRACTOR shall not receive construction savings or collateral savings on optional Work listed in this Contract until the COUNTY exercises its option to obtain that Work.

ARTICLE 27 – PATENTS AND ROYALTIES

Unless otherwise provided, the bidder shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**EXHIBIT A
LEASED EMPLOYEE AFFIDAVIT**

CONTRACT #Y_____

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

**“Any person or organization on whose behalf you are required to obtain
a Designated Construction Project under a written contract or agreement”**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought or
 - c. Persons or organization making claims or bringing “suits”
 - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the “products- completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in

the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs,

specifications or timetables, the project will still be deemed to be the same construction project.

- E.** The provisions of Limits of Insurance (SECTION **III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

EXHIBIT B

BUILDERS RISK COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G., Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause Loss.

1. Covered Property

Covered Property as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.**, Property Not Covered, If a Limit of Insurance is shown in the Declarations for that type of property.

Building Under Construction, meaning the building or structure described in the Declarations while in the course of construction, including:

a. Foundations;

b. The following property:

(1) Fixtures and machinery;

(2) Equipment used to service the building; and

(3) Your building materials and supplies used for construction;

Provided such property is intended to be permanently located in or on the building or structure described in the Declarations or within 100 feet of its premises;

c. If not covered by other insurance, temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

2. Property Not Covered

Covered Property does not include:

a. Land (including land on which the property is located) or water;

(b) Subject to **(a)** above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus

b. The following property when outside of buildings:

(1) Lawns, trees, shrubs or plants;

(2) Radio or television antennas (including satellite dishes) and their lead-in wiring, master or towers; or

(3) Signs (other than signs attached to buildings)

3. Covered Causes of Loss

See applicable Causes Of Loss Form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

(1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

(2) Debris Removal does not apply to costs to:

(a) Extract “pollutants” from land or water; or

(b) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in paragraph (4), the following provisions apply:

(a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

(4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

Example #1

Limit or Insurance:	\$90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$50,000
Amount of Loss Payable:	\$49,500
	(\$50,000 - \$500)
Debris Removal Expense:	\$10,000
Debris Removal Expense Payable:	\$10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500.) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance:	\$90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$80,000
Amount of Los Payable:	\$79,500
	(\$80,000 - \$500)
Debris Removal Expense:	\$30,000
Debris Removal Expense Payable	
Basic Amount:	\$10,500
Additional Amount:	\$10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris

removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of loss payable and debris removal expense (\$79,500 + \$30,00 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expense will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of

Loss occurring during each separate 12 month period of this policy.

5. Coverage Extensions

a. Building Materials And Supplies Of Others

- (1) You may extend the insurance provided by this Coverage Form to apply to building materials and supplies that are:
 - (a) Owned by others;
 - (b) In your care, custody or control;
 - (c) Located in or on the building described in the Declarations, or within 100 feet of its premises; and
 - (d) Intended to become a permanent part of the building.
- (2) The most we will pay for loss or damage under this Extension is \$5,000 at each described premises, unless a higher Limit of Insurance is specified in the Declarations. Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

b. Sod, Trees, Shrubs And Plants

You may extend the insurance provided by this Coverage Form to apply to loss or damage to sod, trees, shrubs and plants outside of buildings on the described premises, if the loss or damage is caused by or results from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

B. Exclusions And Limitations

See applicable Causes Of Loss From as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for the loss or damage to outdoor signs attached to buildings is \$2,500 per sign in any one occurrence.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean-up And Removal Additional Coverage are in addition to the Limit of insurance.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of

loss if required by Additional Condition – Need For Adequate Insurance. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible But the Deductible will be applied only once per occurrence.

Example #1

(This example assumes there is no penalty for underinsurance.)

Deductible:	\$ 1,000
Limit of Insurance – Building #1:	\$ 60,000
Limit of Insurance – Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100
Loss to Building #2:	\$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$61,000) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

\$60,100
<u>- 1,000</u>
\$59,100 Loss Payable – Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of \$80,000.

Total amount of loss payable: \$59,100 + \$80,000 = \$139,100.

Example #2

(This example, too, assumes there is no penalty for underinsurance.)

The Deductible and Limits of Insurance are the same as those in Example #1

Loss to Building #1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building # 2	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable - Building #1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building #2	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select and umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraiser will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.

b. we may examine any insured under oath while not in the presence of any other insured and at such times as may be reasonably required, about any

matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answer must be signed.

4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
- (3) Take all or any part of property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

d. We will not pay you more than your financial interest in the Covered Property.

e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- (1) We have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a portion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace the building, we will pay you the full value of the loss to the party wall, subject to all applicable policy

provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provision of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovery Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Valuation

We will determine the value of Covered Property at actual cash value as of the time of loss or damage.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

2. Need for Adequate Insurance

We will not pay a greater share of any loss than the portion that the Limit of Insurance bears to the value on the date of completion of the building described in the Declarations.

EXAMPLE #1 (UNDERINSURANCE)

When: The value of the building on the date of completion is: \$200,000
The Limit of Insurance for it is: \$100,000
The Deductible is: \$ 500 The amount of loss is: \$ 80,000

Step (1): $\$100,000 \div \$200,000 = .50$

Step (2): $\$80,000 \times .50 = \$40,000$

Step (3): $\$40,000 - \$500 = \$39,500$.

We will pay no more than \$39,500. The remaining \$40,500 is not covered.

EXAMPLE #2 (ADEQUATE INSURANCE)

When: The value of the building on the date of completion is: \$200,000
The Limit of Insurance for it is: \$200,000
The Deductible is: \$ 1,000
The amount of loss is: \$ 80,000

The limit of Insurance in the example is adequate and therefore no penalty applies. We will pay no more than \$79,000 (\$80,000 amount of loss minus the deductible of \$1,000).

3. Restriction Of Additional Coverage – Collapse

If the Causes Of Loss – Broad Form is applicable to this Coverage Form, Paragraph C.2.f. of the Additional Coverage – Collapse does not apply to this Coverage Form.

If the Cause Of Loss – Special Form is applicable to this Coverage Form, Paragraphs D.2.c. and D.2.d of the Additional Coverage Collapse do not apply to this Coverage Form.

4. When Coverage Ceases

The insurance provided by this Coverage Form will end when one of the following first occurs:

- a. This policy expires or is cancelled.
- b. The property is accepted by the purchaser;
- c. Your interest in the property ceases;
- d. You abandon the construction with no intention to complete it;
- e. Unless we specify otherwise in writing.
 - (1) 90 days after construction is complete or;
 - (2) 60 days after any building described in the Declarations is:
 - (a) Occupied in whole or in part; or
 - (b) Put to its intended use.

G. Definitions

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section G., Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risk of Direct Physical Loss unless the loss is:

1. Excluded in Section B., Exclusions; or
2. Limited in Section C., limitations; that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide including any earth sinking, rising or shifting related to such event.
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts

or realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we

will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply. Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in Covered Cause of loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;

- (b) Basements, whether paved or not; or

- (c) Doors, windows or other openings.

But if Water, as described in **g.(1)**. Through **g.(4)**. above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire explosion or sprinkler leakage.

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- 1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
- 2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by the fire.

b. Delay, loss of use or loss of market.

c. Smoke, vapor or gas from agricultural smudging or industrial operations

- d. (1) Wear and tear;**
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;**
- (3) Smog;**
- (4) Setting, cracking, shrinking or expansion;**
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.**
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by the elevator collision.**
- (7) The following causes of loss to personal property:**
 - (a) Dampness or dryness of atmosphere;**
 - (b) Changes in or extremes of temperature; or**
 - (c) Marring or scratching.**

But if an excluded cause of loss that is listed in **2.d.(1).** through **(7)** results in a “specified cause of loss” or building glass breakage, we will pay for the loss or damage caused by that “specified cause of loss” or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines result in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.**
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over period of 14 days or more.**
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:**
 - (1) You do your best to maintain heat in the building or structure; or**
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.**

- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose.**

- (1) Acting alone or in collusion with others; or**
- (2) You drain the equipment and shut off the supply if the heat is not maintained.**

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.

- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.**
- j. rain, snow, ice or sleet to personal property in the open.**
- k. Collapse, including any of the following conditions of property or any part of the property:**
 - (1) An abrupt falling down or caving in;**
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or**
 - (3) Any cracking, bulging, sagging, bending, leaning, setting, shrinkage or expansion as such condition relates to (1) or (2) above.**

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

The exclusion, **k.**, does not apply:

 - (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or**
 - (b) To collapse caused by one or more of the following:**
 - (i) The “specified cause of loss”;**
 - (ii) Breakage of building glass;**
 - (iii) Weight of rain that collects on a roof; or**
 - (iv) Weight of people or personal property.**
- l. Discharge, dispersal, seepage, migration, release or escape of “pollutants” unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the “specified causes of loss”. But if the discharge, dispersal, seepage, migration, release or escape of “pollutants” results in “specified cause of loss”, we will pay**

for the loss or damage caused by that “specified cause of loss”.

The exclusion, **L.**, does not apply to damage to glass caused by chemicals applied to glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction renovation or remodeling; or

(4) Maintenance;
of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

(1) Any loss caused by or resulting from:

(a) Damage or destruction of “finished stock”;
or

(b) The time required to reproduce “finished stock”.

This exclusion does not apply to Extra Expense.

(2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead in-wiring, masts or towers.

(3) Any increase of loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming “operations”, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the “suspension” of “operations”, we will cover such loss that affects your Business Income during the “period of restoration” and any extension of the “period of restoration” in accordance with the terms of the Extended business Income Additional Coverage and the Extended Periods Of Indemnity Optional Coverage or any variation of these.

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the “period of restoration”.

(5) Any other consequential loss.

b. Leasehold interest Coverage Form

(1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

(a) Your cancelling the lease;

(b) The suspension lapse or cancellation of any license; or

(c) Any other consequential loss.

c. Legal liability Coverage Form

(1) The following exclusions do not apply to insurance under this Coverage Form:

(a) Paragraph **B.1.a.**, Ordinance Or Law;

(b) Paragraph **B.1.c.**, Governmental Action

(c) Paragraph **B.1.d.**, Nuclear Hazard;

(d) Paragraph **B.1.e.**, Utility Services; and

(e) Paragraph **B.1.f.**, War And Military Action

(2) The following additional exclusions apply to insurance under this Coverage Form:

(a) **Contractual Liability**

We will not defend any claim or “suit”, or pay damages that you are legally liable to pay solely by reason of your assumption of liability in a contract or

agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or “suit”, or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property.

LOSS OR DAMAGE TO PRODUCTS

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

- 1. We will not pay for loss of or damage to property, as described and limited in the section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or

within the flues or passages through which the gases of combustion pass.

- b. Hot water boilers or other water heating equipment caused by ore resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
 - d. Building materials and supplies not attached as part of the building or structure caused by or resulting from theft.

However, this limitation does not apply to:

 - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income Coverage or Extra Expense Coverage.
 - e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
 - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- 2. We will not pay for loss of or damage to the following types of property unless caused by the “specified causes of loss” or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.

c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

(1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

a. \$2,500 for furs, fur garments and garments trimmed with fur.

b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum, and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

c. \$2,500 for patterns, dies, molds and forms.

d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters for credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income Coverage or Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

a. Results in discharge of any substance from an automatic fire protection system; or

b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in D.1., through D.7.,

1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that building or part of

the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following.

a. Building decay that is hidden from view unless the presence of such decay is known to an insured prior to collapse;

b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.

d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete but only if the collapse is caused in part by:

(1) A cause of loss listed in 2.a. or 2.b.;

(2) One or more of the "specified causes of loss";

(3) Breakage of building glass;

(4) Weight of people or personal property; or

(5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

a. A building or any part of a building that is in danger of falling down or caving in;

b. A part of a building that is standing, even if it has a separated from another part of the building; or

c. A building that is standing or any part of a building that is standing even if it shows evidence of cracking, bulging, sagging, bending, leaning, setting, shrinkage or expansion.

4. With respect to the following property:

a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

b. Awnings, gutters and downspouts;

c. Yard fixtures;

d. Outdoor swimming pools;

e. Fences;

- f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form.
- (2) The property is Covered Property under this Coverage Form.

- 5.** If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in the Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6.** This Additional Coverage – Collapse does not apply to a personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7.** This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Part.
- 8.** The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For “Fungus”, Wet Rot, Dry Rot And Bacteria

- 1.** The coverage described in **E.2.** and **E.6.** only applies when the “fungus”, wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

- a. A “specified cause of loss” other than fire or lightning; or
 - b. Flood, if Flood Coverage Endorsement applies to the affected premises.
- 2.** We will pay for loss or damage by “fungus” wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
- a. Direct physical loss or damage to Covered Property caused by “fungus”, wet or dry rot or bacteria including the cost of removal of the “fungus”, wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the “fungus”, wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that “fungus”, wet or dry rot or bacteria are present.
- 3.** The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of “specified cause of loss” (other than fire or lightning) and Flood which take place in a 12 month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in “fungus”, wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the “fungus”, wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
- 4.** The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by “fungus”, wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.
- If there is covered loss or damage to Covered Property, not caused by “fungus”, wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that “fungus”, wet or dry rot or bacteria causes an increase in the loss. Any such increase

in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage – Collapse.

6. The following, 6.a or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the “suspension” of “operations” satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

a. If the loss which resulted in “fungus”, wet rot or dry rot or bacteria does not in itself necessitate a “suspension” of “operations”, but such “suspension” is necessary due to loss or damage to property caused by “fungus” wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

b. If a covered “suspension” of “operations” was caused by loss or damage other than “fungus”, wet or dry rot or bacteria but remediation of “fungus”, wet or dry rot or bacteria but remediation of “fungus”, wet or dry rot or bacteria prolongs the “period of restoration”, we will pay for loss and/or expense sustained during the delay (regardless of when such delay occurs during the “period of restoration”), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

b. Loss or damage must be caused by or result from one of the following causes of loss:

(1) Fire, lightning, explosion, windstorm or hail riot or civil commotion, or vandalism.

(2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle’s contact with the roadbed.

(3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

The Coverage Extension, F.3., does not increase the Limit of Insurance.

G. Definitions

1. “Fungus” means type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

2. “Specified cause of loss” means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means sudden sinking or collapse of land into underground empty spaces

created by the action of water on limestone or dolomite. This cause of loss does not include:

- (1) The cost of filling sinkholes; or
- (2) Sinking or collapse of land into manmade underground cavities.

b. Falling objects does not include loss or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the

building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and system including its related equipment and parts), that is located on the described premises and contains water or steam.

EXHIBIT E

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) and Description Of Completed Operations
Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, FL 32801	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for “bodily injury”, or “property damage” caused, in whole or in part by “your work” at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by laws; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required

by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III-Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT F

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS-
SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, FL 32801	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

<p>A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:</p> <ol style="list-style-type: none"> 1. Your acts omissions; or 2. The acts or omissions of those acting on your behalf; <p>In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.</p> <p>However:</p> <ol style="list-style-type: none"> 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. 	<p>B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to “bodily injury” or property damage occurring after::</p> <ol style="list-style-type: none"> 1. All work , including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured (s) at the location of the covered operations has been completed; or 2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project. <p>C. With respect to the insurance afforded to these additional insureds, the following is added to Section III- Limits of Insurance: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:</p> <ol style="list-style-type: none"> 1. Required by the contract or agreement; or 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. <p>This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</p>
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EXHIBIT H

POLICY NUMBER: _____

COMMERCIAL GENERAL LIABILITY
CG 24 04 0509

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DIVISION
400 E. SOUTH STREET
ORLANDO, FL 32801

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

The following is added to Paragraph 8, Transfer of rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

IFB NO. Y15-757-SB
INVITATION FOR BIDS
FOR
EAST SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR

PART H
TECHNICAL SPECIFICATIONS

VOLUME II

**PROJECT MANUAL INCLUDING
SPECIFICATIONS FOR CONSTRUCTION OF:
SR 50 BOAT RAMP ACCESS EMBANKMENT REPAIR**



ORANGE COUNTY, FLORIDA

February 13, 2015

Bid & Permit



URBAN DESIGN PLANNING ENGINEERING

SK Consortium, Inc.

1053 N. ORLANDO AVE. ■ SUITE 3 ● MAITLAND ▲ FLORIDA 32751
TELEPHONE 407-629-4288 ■ FACSIMILE 407-629-1656 ● EB# 7080

SR 50 Boat Ramp Access Embankment Repair
ORANGE COUNTY, FLORIDA

TABLE OF CONTENTS

DIVISION 1

GENERAL REQUIREMENTS

Section 01001	Project Directory
Section 01005	Administrative Provisions
Section 01010	Summary of the Work
Section 01027	Application for Payment
Section 01035	Modification Procedures
Section 01040	Project Coordination
Section 01045	Cutting & Patching
Section 01070	Abbreviations
Section 01095	Reference Standards and Definitions
Section 01200	Project Meetings
Section 01300	Submittals
Section 01410	Testing Laboratory Services
Section 01500	Temporary Facilities
Section 01600	Materials and Equipment
Section 01631	Products Substitutions
Section 01700	Project Close-out
Section 01740	Warranties and Bonds

DIVISION 2

SITE WORK

02110	Site Clearing
02200	Earthwork with Geotechnical Report
02214	Pavement Removal and Replacement
02270	Erosion & Sedimentation
02360	Steel Sheet Piling
02510	Subgrade Stabilization
02580	Concrete Curbs and Walks

DIVISION 3

CONCRETE

03300	Cast in Place Concrete
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END – TOC

SECTION 01001 - PROJECT DIRECTORY

Prime Consultant/Civil Eng. S.K. Consortium, Inc.
1053 North Orlando Avenue
Suite 3
Maitland, Florida 32751

(407) 629-4288 / Fax (407) 629-1656

Geotechnical Engineer Terracon
1675 Lee Road
Winter Park, Florida 32789

(407) 468-6744

END SECTION - 01001

SECTION 01005-ADMINISTRATIVE PROVISIONS

PART I GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Contractor is responsible to perform all tasks specified in the contract documents. The project description includes sheet piling, removal of concrete paving, new curbing and re-sodding of areas affected.

1.02 CONTRACT METHOD

- A. Construct the work under a single lump sum contract (or as otherwise defined in bid documents).

1.03 COORDINATION

- A. Coordinate work of the various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- B. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various Sections having interdependent responsibilities for installing, connecting to and placing in service such equipment. Differences shall be brought to the Owner's attention during bid process or remain the responsibility of the Contractor.
- C. Coordinate space requirements and installation of items, such as but not limited to, mechanical, plumbing, systems and electrical work, which are indicated diagrammatically or otherwise on drawings. Follow routing shown for pipes, ducts and conduits, as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for facility maintenance and for future repairs.
- D. In finished areas (except as otherwise shown), conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Execute cutting and patching to integrate elements of work, uncover ill timed, defective and nonconforming work, provide openings for penetrations of existing surfaces and provide samples as specified in individual sections for testing. Seal penetrations through floors, walls and ceilings, and fire safe where necessary as part of the lump sum price.

1.04 FIELD ENGINEERING SURVEYING

- A. Provide field engineering surveying services; establish grades, lines and levels, by use of engineering survey practices recognized as standard by the survey industry. Said work shall be required to be provided by a Professional Land Surveyor, registered as such in the State of Florida.
- B. Any U.S.C. and G.S. monument within limits of construction are to be protected. If monuments are in danger of damage, the Contractor shall contact the Project Manager and the Orange County Surveyor prior to the commencing of construction.
- C. Payment for all necessary survey work shall be included in the bid as part of other items of work.”

1.05 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect when a specified date is specified and if no date is specified, use the latest edition.
- C. Obtain copies of referenced standards listed in individual specification sections. Maintain copy at job site during progress of the specific work.

END OF SECTION 01005

SECTION 01010-SUMMARY OF WORK

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 PROJECT DESCRIPTION

- A. Performance of all tasks specified in the contract documents shall be the responsibility of the contractor unless specified otherwise. The description of the project is as follows: sheet piling, removal of concrete paving, new curbing and re-sodding of areas affected.

1.03 WORK UNDER OTHER CONTRACTS

- A. Separate contracts may be issued to perform certain construction operations at the site.

1.04 BUILDING/SITE SECURITY

- A. The site shall be secured by the General Contractor from unwarranted entry at the end of each day.
- B. The construction site shall be secured by means of a construction fence, located around the entire perimeter of the construction site. This construction fence shall be required to be secure from unwarranted entry at the end of each day.

1.05 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises is limited only by the Owners right to perform construction operations with the own forces or to employ separate contractors on portions of the project.
- B. General: Limit use of the premises to construction activities in areas indicated within the limit of the premises the Contractor may use any portion of the site for storage or work areas or any legal purpose.
 - 1. Confine operations to areas within Contract limits indicated on the Drawings. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 2. Keep driveways and entrances serving the premises clear and available

to the Owner and the Owners employees at all times. Do not use these areas for parking or storage of materials.

3. Burial of Waste Materials: Do not dispose of construction debris, vegetation and hazardous material on site, either by burial or by burning.

1.06 DISTRIBUTION OF RELATED DOCUMENTS

- A. The Contractor is solely responsible for the distribution of ALL related documents/drawings/specifications to ALL appropriate vendors/subcontractors to insure proper coordination of all aspects of the project and its related parts during bidding and construction.

1.07 CONTRACT DOCUMENT FILE

- A. Copies of the Contract Documents, Plans, Specifications, Addenda, Change Orders, Architects Supplemental Instructions, approved Shop Drawings, Substitution Approvals, etc. shall be placed and maintained in the Contractors field office at the project site by the Contractor throughout the entire contract period. Said these documents shall be filed in a manner that allows for ease of retrieval. Documents shall be made available to the Architect/Engineer and the County's representatives throughout this same period.

PART 2 PRODUCTS

2.01 ASBESTOS FREE MATERIAL

- A. Contractor shall provide a written and notarized statement on company letterhead(s) to certify and warrant that ONLY ASBESTOS FREE MATERIALS AND PRODUCTS were provided as required in this section. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction, the contractor shall be liable for all costs related to the redesign or modification on the construction of the project so that materials containing asbestos are removed from the facility. If construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the Contractor shall also be liable for all costs related to the abatement of such asbestos.

PART 3 EXECUTION (Not applicable).

END OF SECTION 01010

SECTION 01027- APPLICATION FOR PAYMENT

PART I GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractors Applications for Payment.
- B. The Contractors Construction Schedule and Submittal Schedule are included in Section 01300 - SUBMITTALS.

1.03 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of Contractors Construction Schedule.
 - 1. Submit the Schedule of Values to the Owner at the earliest feasible date, but in no case later than Preconstruction Meeting. Refer to Section 01200.
 - 2. Sub-Schedules: Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect
 - c. Project Number
 - d. Contractors Name and Address
 - e. Date of Submittal
 - 2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

- a. Generic Name
 - b. Related Specification Section
 - c. Change Orders (numbers) that have affected value
 - d. Dollar Value
 - e. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items:
- a. A value will be given for at least every major specification section (subsections can logically be grouped together).
 - b. A single material subcontractor (i.e. sod, window blinds) will not be required to be broken down into labor and material unless it is anticipated the materials will be stored and invoiced prior to installation.
 - c. All multiple item subcontracts or work items (i.e. concrete, roofing, painting, mechanical, electrical items, etc.) will be shown broken down at least in labor and material (all taxes, burden and overhead and profit included).
 - d. Mobilization (move-on, bond, insurance, temporary office and sanitary service installation) shall not exceed 2 1/2% of contract price.
 - f. Concrete broken down at least into foundation, slab on grade, columns, beams and suspended slabs.
 - g. Masonry divided into C.M.U. stem walls, exterior walls, interior walls.
 - h. Plumbing broken down at least into underslab rough-in, vents and stacks, supply piping, equipment items (each listed separately), fixtures and trim.
 - l. HVAC: Typically shown per specification section, labor and material, per floor.
 - j. Electrical: same as HVAC.
 - k. Fire protection broken down at least into underground, rough-in and trim. Labor and material.
 - l. Logical grouping of specification subsections are permitted.
4. Round amounts off the nearest whole dollar; the total shall equal the Contract Sum.
5. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored,

but not yet installed, provide separate line items on the Schedule of

Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

6. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
 - a. At the Contractors option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
7. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the contract sum.

1.04 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as reviewed by the Owners Representative and paid for by the Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the Final Application for Payment involve additional requirements. See items G, I, J and K of this section.
- B. Payment Application Times: The period of construction Work covered by each Application of Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use the County's most updated Form as the form for Application for Payment. Form given at the Preconstruction Conference.
- D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
 1. Entries shall match data on the Schedule of Values and

Contractors Construction Schedule. Use updated schedules if revisions have been made.

2. Include amounts of Change Orders and Construction Change Directives issued to the last day of the construction period covered by the application.
- E. Transmittal: Submit six (6) original executed copies of each Application for Payment to the Project Manager by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.
1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Project Manager.
- F. Waivers of Mechanics Lien: With each Application for Payment submit waivers of mechanics liens from subcontractors of sub-subcontractors and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The Owner reserves the right to designate which entities involved in the work must submit waivers.
 4. List all Subcontractor start and finish dates to substantiate any Notice to Owner received by the Project Manager.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of principal subcontractors
 2. List of principal suppliers and fabricators
 3. Schedule of Values
 4. Approved Contractors Construction Schedule (preliminary if not final)
 5. Schedule of principal products
 6. Schedule of unit prices (if applicable)
 7. Submittal schedule (preliminary if not final)
 8. List of Contractors staff assignments
 9. List of Contractors principal consultants
 10. Copies of building permits for trades requiring separate permits
 11. Copies of authorizations and licenses from governing authorities for

- performance of the Work
12. Initial progress report
 13. Report of Pre-Construction Meeting
 14. Initial settlement survey and damage report, if required
 15. Listing of all long lead procurement items monthly applications for payment will be accompanied with updated schedule and review of as-built drawings.
- H. Interim Application for Payment: Payment will be processed once a month. No applications will be processed without receipt of previous months waiver of lien described in subsection F above. Payment for item will be based on percentage completed as determined and approved by the County Project Manager or invoice for stored materials. Retainage (10%) will be held for all interim applications.
- I. Applications for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work. Application shall also include all items listed in Part H above.
- J. Administrative actions and submittals that shall proceed or coincide with Substantial Completion Payment. Substantial Completion as defined per General Conditions Section F application include:
1. Occupancy permits and similar approvals
 2. Warranties (guarantees) and maintenance agreements
 3. Test/adjust/balance records
 4. Maintenance instructions
 5. Start-up performance reports
 6. Change-over information related to Owners occupancy, use, operation and maintenance
 7. Final cleaning
 8. Application for reduction of retainage, and consent of surety
 9. List of incomplete Work, recognized as exceptions to Project Managers Certificate of Substantial Completion
- K. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project Close-out requirements
 2. Completion of items specified for completion after Substantial Completion

3. Assurance that unsettled claims will be settled
4. Assurance that all work has been completed and accepted
5. Proof that taxes, fees and similar obligations have been paid
6. Removal of temporary facilities and services
7. Removal of surplus materials, rubbish and similar elements

8. Change of door locks to Owners access

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01027

SECTION 01035 - MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.02 SUMMARY

- A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections: The following sections contain requirements that relate to this section:
 - 1. Division 1 Section 01300 Submittals for requirements for the Contractors Construction Schedule.
 - 2. Division 1 Section 01027 Application for Payment for administrative procedures governing applications for payment.
 - 3. Division 1 Section 01631 Product Substitutions for administrative procedures for handling requests for substitutions made after award of the Contract.

1.03 MINOR CHANGES IN THE WORK

- A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Project Manager.

1.04 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Project Manager, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - 1. Proposal requests, issued by the Project Manager, are for information only. Do not consider them instruction either to stop work in progress, or to execute the proposed change.

2. Unless otherwise indicated in the proposal request, within 7 days of receipt of the proposal request, submit to the Project Manager from the Owners review, an estimate of cost necessary to execute the proposed change.
 - a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
 - d. Contractor and subcontractors will provide a complete detailed labor of material breakdown to justify change order request amount.

- B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions in mutual accord with the Owner Representatives findings require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Comply with requirements in Section 01631 A Product Substitutions if the proposed change in the Work requires the substitution of one product or system for a product or system not specified.
 5. Contractor and subcontractors will provide a complete detailed labor and material breakdown to justify change order request amounts.

- C. Proposal Request Form: Project Manager will transfer the information to the appropriate forms for approval. Use AIA Document G 709 for Change

Order Proposal Requests.

- D. Proposal Request Form: Use forms provided by the Owner for Change Order Proposals.

1.05 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Project Manager may issue a Construction Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.06 CHANGE ORDER PROCEDURES

- A. Upon the Owners approval of a Change Order Proposal Request, the Project Manager will issue a Change Order for signatures of the Owner and Contractor on County's Change Order form, as provided in the Conditions of the Contract.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01035

SECTION 01040 - PROJECT COORDINATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
 - 1. Coordination
 - 2. Administrative and supervisory personnel
 - 3. General installation provisions
 - 4. Cleaning and protection
- B. Progress meetings, coordination meetings and pre-installation conferences are included in Section 01200 Project Meetings.
- C. Requirements for the Contractors Construction Schedule are included in Section 01300 Submittals.

1.03 COORDINATION

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
 - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Schedules
 - 2. Installation and removal of temporary facilities
 - 3. Delivery and processing of submittals
 - 4. Progress meetings
 - 5. Project Close-out activities
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment (if any) involved in performance of, but not actually incorporated in, the Work.
- E. Lack of coordination as specified if this and other sections of the contract documents in grounds for assessment of back charges and/or termination in order to remediate the situation.

1.04 SUBMITTALS

- A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 - 1. Show the interrelationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequences.
 - 3. Comply with requirements contained in Section 01300 Submittals.
 - 4. Refer to Division 15 Section Basic Mechanical Requirements, and

Division 16 Section Basic Electrical Requirements for specific coordination Drawing requirements for mechanical and electrical installations.

- B. Staff Names: At the Preconstruction Conference submit a list of the Contractors principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturers Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to Project Manager for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect/Project Manager for final decision.

3.02 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as directed by the Project Manager and as frequently as necessary to insure its integrity and safety through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where the applicable, such exposures include, but are not limited to, the following:
 1. Excessive static or dynamic loading
 2. Excessively high or low temperatures
 3. Excessively high or low humidity
 4. Air contamination or pollution
 5. Water
 6. Solvents
 7. Chemicals
 8. Soiling, staining and corrosion
 9. Rodent and insect infestation
 10. Combustion
 11. Destructive testing
 12. Misalignment
 13. Excessive weathering
 14. Unprotected storage
 15. Improper shipping or handling
 16. Theft
 17. Vandalism

END OF SECTION 01040

SECTION 01045 - CUTTING AND PATCHING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for cutting and patching.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 1. Requirements of this Section apply to mechanical and electrical installations. Refer to Division 15 and Division 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.03 SUBMITTALS

- A. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:
 - 1. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
 - 2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the buildings appearance and other significant visual elements.
 - 3. List products to be used and firms or entities that will perform Work.
 - 4. Indicate dates when cutting and patching is to be performed.
 - 5. List utilities that will be disturbed or affected, including those that

will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.

6. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.
7. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

1.04 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load carrying capacity or load-deflection ratio.
 1. Obtain written approval of the cutting and patching proposal before cutting and patching the following structural elements.
 - a. Foundation construction
 - b. Bearing and retaining walls
 - c. Structural concrete
 - d. Structural steel
 - e. Lintels
 - f. Timber and primary wood framing
 - g. Structural decking
 - h. Miscellaneous structural metals
 - i. Stair systems
 - j. Exterior curtain wall construction
 - k. Equipment supports
 - l. Piping, ductwork, vessels and equipment
 - m. Structural systems of special construction in Division 13.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety. Refer to Divisions 15 and 16 regarding Fire Rated Penetrations.
 1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems.
 - a. Shoring, bracing and sheeting
 - b. Primary operational systems and equipment
 - c. Air or smoke barriers

- d. Water, moisture, or vapor barriers
 - e. Membranes and flashings

 - f. Fire protection systems
 - g. Noise and vibration control elements and systems
 - h. Control systems
 - l. Communication systems
 - j. Conveying systems
 - k. Electrical wiring systems
 - l. Special construction specified by Division 13 Sections
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architects opinion, reduce the buildings aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.
- 1. If possible retain the original installer or fabricator to cut and patch the following categories or exposed Work, or if it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm:
 - a. Processed concrete finishes
 - b. Preformed metal panels
 - c. Window wall system
 - d. Stucco and ornamental plaster
 - e. Acoustical ceilings
 - f. Carpeting
 - g. Wall covering
 - h. HVAC enclosures, cabinets or covers
 - l. Roofing systems

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect unless otherwise indicated by Architect/Owner. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 EXECUTION

3.01 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
 - 1. Before proceeding, meet at the site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas and interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installers recommendations.
 - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 3. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or diamond core drill.
 4. Comply with requirements of applicable Sections of Division 2 where cutting and patching requires excavating and backfilling.
 5. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials if necessary to achieve uniform color and appearance.
 - a. Where patching occurs in a smooth painted surfaces, extend final coat over entire unbroken surfaces containing the patch, after the patched area has received primer and second coat.

3.04 CLEANING

- A. Thoroughly clean area and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged materials to their original condition.

END OF SECTION 01045

SECTION -01070 ABBREVIATIONS**PART 1 GENERAL****A. General:**

A	Area Square Feet; Ampere
AAMA	Architectural Minimum Manufacturer's Association
ABS	Acrylonitrile Butadiene Styrene
A.C.	Alternating Current; Air conditioning; Plywood Grade A & C
A.B.	Anchor Belt
A.C.I.	American Concrete Institute
Acous.	Acoustical
AD	Plywood, Grade A & D
A.D.	Area Drain
Adh.	Adhesive
Addit	Additional
Adj.	Adjustable
af	Audio-frequency
Aff	Above Finished Floor
Afg	Above Finished Grade
A.G.A.	American Gas Association
Agg.	Aggregate
A.H.	Ampere Hours
A hr.	Ampere-hour
A.H.U.	Air Handling Unit
A.I.A.	American Institute of Architects
A.I.C.	Alternating Interrupting Capacity
AIC	Ampere Interrupting Capacity
AISC	American Institute of Steel Construction
Allow.	Allowance
ALT.	Alternate
Alt.	Altitude
Alum.	Aluminum
a.m.	Ante Meridiem
Amp.	Ampere
Anc.	Anchor
Anod.	Anodized
ANSI	American National Standards Institute
A.P.	Access Panel
Appd.	Approved

Approx.	Approximately
Apt.	Apartment
Arch.	Architectural
Asb.	Asbestos
A.S.B.C.	American Standard Building Code
A.S.H.R.A.E.	American Society of Heating, Refrig. & AC Engineers
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society for Testing and Materials
Attchmt.	Attachment
Auto.	Automatic
Avg.	Average
A.W.G.	American Wire Gauge
AWI	American Wood Institute
AWS	American Welding Society
Bbl.	Barrel
B.C.	Bare Copper
B.& B.	Grade B. and Better;Balled and Burlapped
B.& S.	Bell and Spigot
B.& W.	Black and White
b.c.c.	Body-centered Cubic
Bd	Board
BE	Bevel End
B.F.	Board Feet
BF.	Bottom Face
Bg. Cem	Bag of Cement
BHP	Boiler Horsepower, Brake Horsepower
B.I.	Black Iron
Bit. ;Bitum	Bituminous
Bk.	Backed
Bkrs.	Breakers
Bldg.	Building
Blk.	Block
Blkg.	Blocking
Bm.	Beam
B.M.	Benchmark
B.O.C.	Bottom of Curb
BOT.	Bottom
Boil.	Boilermaker
B.P.M.	Blows Per Minute
BR	Bedroom
Brg.	Bearing
Brhe.	Bricklayer Helper
Bric.	Bricklayer
Brk.	Brick
Brkt.	Bracket

Brng.	Bearing
Brs.	Brass
Brz.	Bronze
Bsmt.	Basement
Bsn.	Basin
Btr.	Better
BTU	British Thermal Unit
BTUH	BTU per hour
Btwn.	Between
B.U.R.	Built up Roofing
BX	Interlocked Armored Cable
c	Conductivity
C	Hundred; Centigrade
C.	Course
C/C	Center to Center
Cab.	Cabinet
Cair.	Air Tool Laborer
Calc.	Calculated
Cap.	Capacity
Carp.	Carpenter
C.B.	Circuit Breaker
C.BD.	Chalk Board
C.C.A.	Chromate Copper Arsenate
C.C.F.	Hundred Cubic Feet
cd	Candela
cd/sf	Candela per Square Feet
CD	Grade of Plywood Face & Back
CDX	Plywood, grade C & D, exterior glue
Cefi.	Cement Finisher
Cem.	Cement
Cer.	Ceramic
CF	Hundred Feet
C.F.	Cubic Feet
CFM	Cubic Feet per Minute
c.g.	Center of Gravity
CG	Corner Guard
CHW	Chilled Water
C.I.	Cast Iron
C.I.P.	Cast in Place
Circ.	Circuit
C.J.	Control Unit
C.L.	Carload Lot
Clab.	Common Laborer
Clec.	Clock Equipment Cabinet
C.L.F.	Hundred Linear Feet
CLF	Current Limiting Fuse

Clg.	Ceiling
Clkg.	Caulking
Clo.	Closed
CLP	Cross Linked Polyethylene
Clr.	Clear
cm	Centimeter
CMP	Corr. Metal Pipe
C.M.U.	Concrete Masonry Unit
Cntr.	Counter
C.O.	Cleanout
Col.	Column
Conn.	Connection
Cont.	Continuous
Cont.	Contractor
C.Opng.	Cased Opening
CO2	Carbon Dioxide
Comb.	Combination
Compr.	Compressor
Conc.	Continuous; Continued
Cond.	Conductor
Corr.	Corrugated
Cos	Cosine
Cot	Cotangent
Cov.	Cover
CPA	Control Point Adjustment
Cplg.	Coupling
C.P.M.	Critical Path Method
CPVC	Chlorinated Polyvinyl Chloride
C.Pr.	Hundred Pair
CRC	Cold Rolled Channel
Creos.	Creosote
Crpt.	Carpet & Linoleum Layer
CRT	Cathode Ray Tube
CS	Carbon Steel
Csc	Cosecant
C.S.F.	Hundred Square Feet
CSI	Construction Specifications Institute
C.T.	Current Transformer
CTS	Copper Tube Size
Cu	Cubic
Cu. Ft.	Cubic Foot
cw	Continuous Wave
C.W.	Cool White; Cold Water
C. Wall	Curtain Wall
Cwt.	100 Pounds
C.W.X.	Cool White Deluxe

C.Y.	Cubic Yard (27 cubic feet)
C.Y./Hr.	Cubic Yard per Hour
Cyl.	Cylinder
d	Penny (nail size)
D	Deep; Depth; Discharge
Dis; Disch	Discharge
Db.	Decibel
Dbl.	Double
DC	Direct Current
Demob.	Demobilization
d.f.u.	Drainage Fixture Units
D.H.	Double Hang
DHU	Domestic Hot Water
Diag.	Diagonal
Diam.	Diameter
Distrib.	Distribution
Dk.	Deck
D.L.	Deck Load
Do.	Ditto
Dp.	Depth
D.P.S.T.	Double Pole, Single Throw
Dr.	Driver
Drink.	Drinking
D.S.	Double Strength
D.S.A.	Double Strength A Grade
D.S.B.	Double Strength B Grade
Dty.	Duty
DWV	Drain Waste Vent
DX	Deluxe White, Direct Expansion
dyn	Dynbe
e	Eccentricity
E	Equipment only; East
Ea	Each
E.B.	Encased Burial
Econ.	Economy
EDP	Electronic Data Processing
E.D.R.	Equiv. Direct Radiation
Eq.	Equation
Elec.	Electrician; Electrical
Elev.	Elevator; Elevating
EMT	Electrical Metallic Conduit; Thin Wall Conduit
Eng.	Engine
EPDM	Ethylene Propylene Diene Monomer
Eqhv.	Equip. Oper., heavy
Eqlt.	Equip. Oper., light

Eqmd.	Equip. Oper., medium
Eqmm.	Equip. Oper., Master Mechanic
Equol.	Equip. Oper., Oilers
ERW	Electric Resistance Welded
Est.	Estimated
esu	Electrostatic Units
E.W.	Each Way
EWT	Entering Water Temperature
Excav.	Excavation
Exp.	Expansion, Exposure
Ext.	Exterior
Extru.	Extrusion
f.	Fiber Stress
F	Fahrenheit; Female; Fill
Fab.	Fabricated
F.B.C.	Florida Building Code
FBGS	Fiberglass
F.C.	Foot candles
f.c.c.	Face Centered Cubic
f'c	Compressive Stress in Concrete; Extreme Compressive Stress
F.E.	Front End
FRP	Fluorinated Ethylene Propylene (Teflon)
F.G.	Flat Grain
F.H.A.	Federal Housing Administration
Fig.	Figure
Fin	Finished
Fixt.	Fixture
Fl. Oz.	Fluid Ounces
Flr.	Floor
F.M.	Frequency Modulation; Factory Mutual
Fmg.	Framing
Fndtn.	Foundation
Fori.	Foreman; Inside
Fount.	Fountain
FPM	Feet Per Minute
Fr.	Frame
F.R.	Fire Rating
FRK	Foil Reinforced Kraft
FRP	Fiberglass Reinforced Plastic
FS	Forged Steel
FSC	Cast Body; Cast Switch Box
Ft.	Foot; Feet
Ftng.	Fitting
Ftg.	Footing
Ft.Lb.	Foot Pound

Furn.	Furniture
FVNR	Full Voltage Non-Reversing
FXM	Female by Male
Fy.	Minimum Yield Stress of Steel
g	Gram
G	Gauss
Ga.	Gauge
Gal.	Gallon
Gal./Min.	Gallon Per Minute
Galv.	Galvanized
Gen.	General
G.F.I.	Ground Fault Interrupter
Glaz.	Glazier
GPD	Gallons per Day
GPH	Gallons per Hour
GPM	Gallons per Minute
GR	Grade
Gran.	Granular
Grnd.	Ground
H	High; High Strength Bar Joist; Henry
H.C.	High Capacity
H.D.	Heavy Duty; High Density
H.D.O.	High Density Overlaid
Hdr.	Header
Hdwe.	Hardware
Help.	Helper Average
HEPA	High Efficiency Particular Air Filter
Hg.	Mercury
HIC	High Interrupting Capacity
H.O.	High Output
Horiz.	Horizontal
H.P.	Horsepower; High Pressure
H.P.F.	High Power Factor
Hr.	Hour
Hrs./Day	Hours per Day
HSC	High Short Circuit
Ht.	Height
Htg.	Heating
Htrs.	Heaters
HVAC	Heating, Ventilating & Air Conditioning
Hvy.	Heavy
HW	Hot Water
Hyd.;Hydr.	Hydraulic
Hz.	Hertz (cycles)
I.	Moment of Inertia
I.C.	Interrupting Capacity

ID	Inside Diameter
I.D.	Inside Dimension; Identification
I.F.	Inside Frosted
I.M.C.	Intermediate Metal Conduit
In.	Inch
Incan.	Incandescent
Incl.	Included; Including
Int.	Interior
Inst.	Installation
Insul.	Insulation
I.P.	Iron Pipe
I.P.S.	Iron Pipe Size
I.P.T.	Iron Pipe Threaded
I.W.	Indirect Waste
J	Joule
J.I.C.	Joint Industrial Council
K	Thousand; Thousand Pounds; Heavy Wall Copper Tubing
K.A.H.	Thousand Amp. Hours
KCMIL	Thousand Circular Mils
KD	Knock Down
K.D.A.T.	Kiln Dried After Treatment
Kg	Kilogram
kG	Kilogauss
kgf	Kilogram force
kHz	Kilohertz
Kip	1000 Pounds
KJ	Kiljoule
K.L.	Effective Length Factor
Km	Kilometer
K.L.F.	Kips per Linear Foot
K.S.F.	Kips per Square Feet
K.S.I.	Kips per Square Inch
K.V.	Kilovolt
K.V.A	Kilovolt Ampere
K.V.A.R.	Kilovolt (Reactance)
KW	Kilowatt
KWh	Kilowatt-hour
L	Labor only; Length; Long; Medium Wall Copper Tubing
La.	Labor
lat	Latitude
Lath.	Lather
Lav.	Lavatory
lb,;#	Pound
L.B.	Load Bearing; L Conduit Body

L. & E.	Labor & Equipment
lb./hr.	Pounds per Hour
lb./L.F.	Pounds Per Linear Foot
L.C.L.	Less than Carload Lot
Ld.	Load
LE	Lead Equivalent
L.F.	Linear Foot
Lg.	Long; Length; Large
L. & H.	Light and Heat
L.H.	Long Span high Strength Bar Joist
L.J.	Long Span Standard Strength Bar Joist
L.L.	Live Load
L.L.D.	Lamp Lumen Depreciation
lm	Lumen
lm/sf	Lumen per Square Feet
lm/W	Lumen per Wall
L.O.A.	Length Over All
log	Logarithm
L.P.	Liquified Petroleum; Low Pressure
L.P.F.	Low Power Factor
L.R.	Long Radius
L.S.	Lump Sum
Lt.	Light
Lt.Ga	Light Gauge
L.T.L.	Less than Truckload Lot
Lt. Wt.	Lightweight
L.V.	Low Voltage
M	Thousand; Material; Male; Light Wall Copper Tubing
m/hr; M.H.	Man Hour
mA	Milliamperes
Mach	Machine
Mag. Str.	Magnetic Starter
Maint.	Maintenance
Marb.	Marble Setter
Mat. Mat'l	Material
Max	Maximum
MBF	Thousand Board Feet
MBH	Thousand BTU's per hr.
MC	Metal Clad Cable
M.C.F.	Thousand Cubic Feet
M.C.F.M.	Thousand Cubic Feet per Minute
M.C.M.	Thousand Circular Mils
M.C.P.	Motor Circuit Protector
MD	Medium Duty
M.D.O.	Medium Density Overlaid

Med.	Medium
MF	Thousand Feet
M.F.B.M.	Thousand Feet Board Measure
Mfg.	Manufacturing
Mfrs.	Manufacturers
mg	Milligram
MGD	Million Gallons per Day
MGPH	Thousand Gallons per Hour
MH:M.H.	Manhole; Metal Halide; Man-Hour
MHz	Megahertz
Mi.	Mile
MI	Malleable Iron; Mineral Insulated
mm	Millimeter
Mill.	Millwright
Min.;min.	Minimum; minute
Misc.	Miscellaneous
mi	Millimeter
M.L.F.	Thousand Linear Feet
Mo.	Month
Mobil.	Mobilization
Mog.	Mogul Base
MPH	Miles Per Hour
MPT	Male Pipe Thread
MRT	Mile Round Trip
ms	Millisecond
M.S.F.	Thousand Square Feet
Mstz.	Mosaic & Terrazzo Worker
M.S.Y.	Thousand Square Yards
Mtd.	Mounted
Mthe.	Mosaic & Terrazzo Helper
Mult.	Multi; Multiply
M.V.A.	Million Volt Amperes
M.V.A.R.	Million Volt Amperes Reactance
MV	Megavolt
MW	Megawatt
MXM	Male by Male
MYD	Thousand Yards
N	Natural; North
nA	Nanoampere
NA	Not Available; Not applicable
N.B.C.	National Building Code
NC	Normally Closed
N.F.M.A.	National Electrical Manufacturers Association
NEHB	Bolted Circuit Breaker to 600V
N.L.B.	Non-Load-Bearing

NM	Non-Metallic Cable
nm	Nanometer
No.	Number
N.O.C.	Not Otherwise Classified
Nose.	Nosing
N.P.T.	National Pipe Thread
NQOB	Bolted Circuit Breaker to 240V
N.R.C.	Noise Reduction Coefficient
N.R.S.	Non Rising Stem
ns	Nanosecond
nW	Nanowatt
OB	Opposing Blade
OC	On Center
OD	Outside Diameter
O.D.	Outside Dimension
ODS	Overhead Distribution System
O & P	Overhead and Profits
Oper.	Operator
Opng.	Opening
Orna.	Ornamental
O.S. & Y.	Outside Screw and Yoke
Ovhd.	Overhead
OWG	Oil, Water or Gas
Oz.	Ounce
P.	Pole; Applied Load; Projection
p.	Page
Pape.	Paperhanger
P.A.P.R.	Powered Air Purifying Respirator
PAR	Weatherproof Reflector
Pc.	Piece
P.C.	Portland Cement; Power Connector
P.C.M.	Phase Contrast Microscopy
P.C.F.	Pounds Per Cubic Feet
P.E.	Professional Engineer; Porcelain Enamel; Polyethylene; Plain End
Perf.	Perforated
Ph.	Phase
P.I.	Pressure Injected
Pile.	Pile Driver
pkg.	Package
Pl.	Plate
Plah.	Plaster Helper
Plas.	Plasterer
Pluh.	Plumbers Helper
Plum.	Plumber
Ply.	Plywood

p.m.	Post Meridiem
Pord.	Painter Ordinary
pp	Pages
PP;PPL	Polypropylene
P.P.M.	Parts per Million
Pr.	Pair
Prefab.	Prefabricated
Prefin.	Prefinished
Prop.	Propelled
PSF;psf	Pounds per Square Foot
PSI;psi	Pounds per Square Inch
PSIG	Pounds per Square Inch Gauge
PSP	Plastic Sever Pipe
Pspr.	Painter, Spray
Psst.	Painter, Structural Steel
P.T.	Potential Transformer
P. & T.	Pressure & Temperature
Ptd.	Painted
Ptns.	Partitions
Pu	Ultimate Load
PVC	Polyvinyl Chloride
Pvmt.	Pavement
Pwr.	Power
Q	Quantity Heat Flow
Quan.; Qty	Quantity
Q.C.	Quick Coupling
r	Radius of Gyration
R	Resistance
R.C.P.	Reinforced Concrete Pipe
Rect.	Rectangle
Reinf.	Reinforced
Req'd	Required
Res.	Resistant
Resi	Residential
Rgh.	Rough
R.H.W.	Rubber, Heat & Water Resistant; Residential Hot Water
rms	Root Mean Square
Rnd.	Round
Rodm.	Rodman
Rofc.	Rofer, Composition
Rofp.	Rofer, Prcast
Rohe.	Rofer Helpers (Composition)
Rots.	Rofer, Tile & Sale
R.O.W.	Right of Way
RPM	Revolutions per Minute
R.R.	Direct Burial Feeder Conduit

R.S.	Rapid Start	
R.T.	Round Trip	
S.	Suction; Single Entrance; South	
Scaf.	Scaffold	
Sch.;;Sched.	Schedule	
S.C.R.	Modular Brick	
S.D.	Sound Deadening	
S.D.R.	Standard Dimension Ratio	
S.E.	Surfaced Edge	
Sel.	Select	
S.E.R.;;S.E.U.	Service Entrance Cable	
SF.	Square Foot	
S.F.C.A.	Square Foot Contact Area	
S.F.F.C.M.U.	Split Face Fluted Concrete Masonry Unit.	
S.F.G.	Square Foot of Ground	
S.F. Hor.	Square Foot Horizontal	
S.R.F.	Square Foot of Radiation	
S.F.Shlf.	Square Foot of Shelf	
S4S	Surface 4 Sides	
Shee.	Sheet Metal Worker	
Sin.	Sine	
Skwk.	Skilled Worker	
S.L.	Saran Lined	
S.L.	Slimline	
Sldr.	Solder	
S.N.	Solid Neutral	
S.P.	Static Pressure; Single Pole; Self	Propelled
Spri.	Sprinkler Installer	
Sq.	Square; 100 Square Feet	
S.P.D.T.	Single Pole, Double Throw	
S.P.S.T.	Single Pole, Single Throw	
SPT	Standard Pipe Thread	
Sq.Hd.	Square Head	
Sq.In.	Square Inch	
S.S.	Single Strength; Stainless Steel	
S.S.B.	Single Strength B Grade	
Sswk.	Structural Steel Worker	
Sswl.	Structural Steel Welder	
St.;;Stl.	Steel	
S.T.C.	Sound Transmission Coefficient	
Std.	Standard	
STP	Standard Temperature & Pressure	
Stpi.	Steamfitter, Pipefitter	
Str.	Strength; Starter; Straight	
Strd.	Stranded	

Struct.	Structural
Sty.	Story
Subj.	Subject
Subs.	Subcontractors
Surf.	Surface
Sw.	Switch
Swbd.	Switchboard
S.Y.	Square Yard
Syn.	Synthetic
Sys.	System
t.	Thickness
T	Temperature; Ton
Tan	Tangent
T.C.	Terra Cotta
T & C	Threaded and Coupled
T.D.	Temperature Difference
T.E.M.	Transmission Electron Microscopy
TFE	Tetrafluoroethylene (teflon)
T.& G.	Tongue & Groove; Tar & Gravel
Th.;Thk.	Thick
Thn.	Thin
Thrded.	Threaded
Tilf.	Tile Layer Floor
Tilh.	Tile Layer Helper
THW	Insulated Strand Wire
THWN;THHN	Nylon Jacketed Wire
T.L.	Truckload
Tot.	Total
T.S.	Trigger Start
Tr.	Trade
Transf.	Transformer
Trhv.	Truck Driver, Heavy
Trir.	Trailer
Trit.	Truck Driver, Light
TV	Television
T.W.	Thermoplastic Water Resistant Wire
UCI	Uniform Construction Index
UF	Underground Feeder
U.H.F.	Ultra High Frequency
U.L.	Underwriters Laboratory
Unfin.	Unfinished
URD	Underground Residential Distribution
V	Volt
V.A.	Volt Amperes
V.C.T.	Vinyl Composition Tile
VAV	Variable Air Volume

VC	Veneer Core
Vent.	Ventilating
Vert.	Vertical
V.F.	Vinyl Faced
V.G.	Vertical Grain
V.H.F.	Very High Frequency
VHO	Very High Output
Vib.	Vibrating
V.L.F.	Vertical Linear Foot
Vol.	Volume
W	Wire; Watt; Wide; West
w/	With
W.C.	Water Column; Water Closet
W.F.	Wide Flange
W.G.	Water Gauge
Wldg.	Welding
W. Mile	Wire Mile
W.R.	Water Resistant
Wrck.	Wrecker
W.S.P.	Water Steam, Petroleum
WT, Wt.	Weight
WWF	Welded Wire Fabric
XRMR	Transformer
XHD	Extra Heavy Duty
XHHW;XLPE	Cross Linked Polyethylene Wire Insulation
Y	Wye
yd	Yard
yr	Year
Δ	Delta
%	Percent
Φ	Phase
@	At
<	Less Than
>	Greater Than

PART 2- PRODUCTS:

Not used.

PART 3- EXECUTION:

Not used.

END SECTION 01070

SECTION 01095 - REFERENCE STANDARDS AND DEFINITIONS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term Indicated refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as shown, noted, scheduled and specified are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Project Manager, requested by the Architect/Project Manager and similar phrases.
- D. Accepted: This term; Accepted, where used in conjunction with the Architects action on the Contractors submittals, applications, and requests, is limited to the Architects duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulations: The term Regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term furnish is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

REFERENCE STANDARDS AND DEFINITIONS

- G. Install: The term install is used to describe operations at project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Provide: The term provide means to furnish and install, complete and ready for the intended use.
- I. Installer: An Installer is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
1. The term experienced, when used with the term Installer, means having a minimum of five previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
 2. Trades: Use of titles such as carpentry is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.
- J. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. Testing Laboratories: testing laboratory is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.03 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institutes 16 Division format and MASTER FORMAT numbering system.

- B. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
1. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Words and meaning shall be interpreted as appropriate. Words that are implied, but not stated shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the context of the Contract Documents so indicates.
 2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - a. The words, shall be shall be included by inference wherever a colon (:) is used within a sentence or phrase.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01095

SECTION 01200 - PROJECT MEETINGS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Pre-Construction Conference
 - 2. Pre-Installation Conference
 - 3. Coordination Meetings
 - 4. Progress Meetings
- B. Construction schedules are specified Section 1300 Submittals.

1.03 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction Conference and organizational meeting at the project site or other convenient location no later than 20 days after execution of the agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attends: The OWNERS, Representative, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
 - 1. Tentative construction schedule
 - 2. Critical Work sequencing and/coordinating
 - 3. Designation of responsible personnel
 - 4. Procedures for processing field decisions and Change Orders
 - 5. Procedures for processing Applications for Payment
 - 6. Distribution of Contract Documents
 - 7. Submittal of Shop Drawings, Product Data and Samples.

8. Preparation of record documents
 9. Use of the Premises
 10. Office, Work and storage areas.
 11. Equipment deliveries and priorities
 12. Safety procedures
 13. First aid
 14. Security
 15. Housekeeping
 16. Working hours
- D. Contractor must submit at the time of the meeting at least the following items:
1. Schedule of Values
 2. Listing of key personnel including project superintendent and subcontractors with their addresses, telephone numbers, and emergency telephone numbers.
 3. Preliminary Construction Schedule
 4. Submittal Schedule

1.04 PRE-INSTALLATION CONFERENCE

- A. Conduct a Pre-installation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise at least 48 hours in advance the Project Manager of scheduled meeting dates.
1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract Documents
 - b. Options
 - c. Related Change Orders
 - d. Purchases
 - e. Deliveries
 - f. Shop Drawings, Product Data and Quality Control Samples
 - g. Possible conflicts
 - h. Compatibility problems
 - i. Time schedules
 - j. Weather limitations
 - k. Manufacturers recommendations
 - l. Comparability of materials

- m. Acceptability of substrates
 - n. Temporary facilities
 - o. Space and access limitations
 - p. Governing regulations
 - q. Safety
 - r. Inspection and testing requirements
 - s. Required performance results
 - t. Recording requirements
 - u. Protection
2. Record significant discussions and agreements and disagreements of each conference along with and approved schedule. Distribute the record of the meeting to everyone. Concerned, promptly, including the Owner and Architect.
 3. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.05 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project site at weekly intervals or more frequently if necessary as directed by the Project Manager. Notify the Owner at least 48 hours in advance of scheduled meeting time and dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities with the Project and authorized to conclude matters relation to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
 1. Contractors Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractors Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

2. Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements
 - b. Time
 - c. Sequences
 - d. Deliveries
 - e. Off-site fabrication problems
 - f. Access
 - g. Site utilization
 - h. Temporary facilities and services
 - i. Hours of work
 - j. Hazards and risks
 - k. Housekeeping
 - l. Quality and work standards
 - m. Change Orders
 - n. Documentation of information for payment requests.

- D. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, or progress since the previous meeting and report.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01300 - SUBMITTALS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Contractors construction schedule
 - 2. Submittal schedule
 - 3. Daily construction reports
 - 4. Shop Drawings
 - 5. Product Data
 - 6. Samples
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits
 - 2. Applications for payment
 - 3. Performance and payment bonds
 - 4. Insurance certificates
 - 5. List of Subcontractors with start and finish dates update as necessary
 - 6. Schedule of Values
 - 7. Construction Schedule
- C. The Schedule of Values submittal is included in Section 01027 Application for Payment.
- D. Inspection and test reports are included in Section 01410 "Testing Laboratory Services".

1.03 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with

performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Project Manager reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Project Manager will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractors review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name
 - b. Date
 - c. Name and address of architect
 - d. Name and address of contractor

- e. Name and address of subcontractor
 - f. Name and address of supplier
 - g. Name of manufacturer
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Project Manager using transmittal form as provided by the Project Manager. Submittals received from sources other than the Contractor will be returned without action.
1. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractors certification that information complies with Contract Document requirements.
 2. Transmittal Form: As provide by the Project Manager
- D. Contractor shall be responsible for cost of re-review of rejected submittals, shop drawing, etc. Costs for re-review shall be reimbursed to the County by deducting the cost from the Contractors monthly progress payments. Costs to be determined by applying the consultants standard billing rates, plus 10% handling by the County.
- E. Substitution request to specified products will be made within 45 days of Notice to Proceed. After the 45 day period, no requests for substitution from the Contractor will be considered.
1. Substitution submitted within the first 45 days will have product data from specified and requested substitute submitted together and demonstrate better quality, cost savings if of equal quality, or show benefit to the County for excepting the substitute. The Contractor shall include in their bid the cost of using the specified listed products or those approved by pre-bid addenda. The county will not guarantee it will approve any request for substitution.

1.04 CONTRACTORS CONSTRUCTION SCHEDULE

- A. Critical Path Method (CPM) Schedule: Prepare a fully developed, horizontal bar-chart type Contractors construction schedule. Submit in accordance with Section 01200 project Meetings.
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first

- working day of each week. Use the same breakdown of units of the Work as indicated in the Schedule of Values.
2. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
 5. Coordinate the Contractors construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment request and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architects procedures necessary for certification of Substantial Completion.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit Work by separate contractors and partial occupancy by the Owner prior to Substantial Completion.
- C. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Cost Correlation: At the head of the schedule, provide a two item cost correlation line, indicating pre-calculated and actual costs. On the line show dollar-volume of Work performed as the dates used for preparation of payment requests.
1. Refer to Section Applications for Payment for cost reporting and

payment procedures.

- F. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with schedule dates. Post copies in the Project meeting room and temporary field office.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- G. Schedule Updating: Revise the schedule monthly or activity, where revisions have been recognized or made. Issue the updated schedule concurrently monthly pay request.

1.05 SUBMITTAL LOG

- A. After development and acceptance of the Contractors construction schedule, prepare a complete log of submittals.
 - 1. Coordinate submittals log with the list of subcontracts, schedule of values and the list of products as well as the Contractors construction schedule.
 - 2. Prepare the log in chronological order; include all submittals required. Provide the following information:
 - a. Scheduled date for the first submittal
 - b. Related Section number
 - c. Submittal category
 - d. Name of subcontractor
 - e. Description of the part of the Work covered
 - f. Scheduled date for resubmittal
 - g. Scheduled date the Architects final release or approval.
 - 3. All submittals must be received within the first 25% of contract time.
- B. Distribution: Following response to initial submittal, print and distribute copies to the Project Manager, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
 - 1. When revisions are made, distribute to the same parties and

post I the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

- C. Log Updating: Revise the log after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.06 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Project Manager at weekly intervals:
 1. List of subcontractors at the site
 2. Approximate count of personnel at the site
 3. High and low temperatures, general weather conditions
 4. Accidents and unusual events
 5. Meetings and significant decisions
 6. Stoppages, delays, shortages, losses
 7. Meter readings and similar recordings
 8. Emergency procedures
 9. Orders and requests of governing authorities
 10. Change Orders received, implemented
 11. Services connected, disconnected
 12. Equipment or system tests and start-ups
 13. Partial completion, occupancies
 14. Substantial Completion authorized

1.07 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered a Shop Drawing and will be rejected.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 1. All required dimensions
 2. Identification of products and materials included
 3. Compliance with specified standards
 4. Notation of coordination requirements

5. Notation of dimensions established by field measurement
 6. Sheet Size: Except for templates, patterns and similar full-size Drawings on sheets at least 8" x 11" but no larger than 24" x 36".
 7. Initial Submittal: Submit one correctable translucent reproducible print and one blue-or black-line print for the Project Managers review; the reproducible print will be returned.
 8. Initial Submittal: Submit 2 blue-or black-line prints for the Architects review; one will be returned.
 9. Final Submittal: Submit 2 blue-or black-line prints; submit 2 prints where required for maintenance manuals. 2 prints will be retained; the remainder will be returned.
 10. Final Submittal: Submit 3 blue-or black-line prints; submit 2 prints where required for maintenance manuals. 2 prints will be retained; the remainder will be returned.
 11. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connections with construction.
- C. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
1. Preparation of coordination Drawings is specified in section Project Coordination and may include components previously shown in detail on Shop Drawings or Product Data.
 2. Submit coordination Drawings for integration of different construction elements. Show sequence and relationships of separate components to avoid any conflict including conflicts in use of space.
 3. Contractor is not entitled to additional payments due to lack of compliance with this Section.

1.08 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturers installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as Shop Drawing.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products,

some of which are not required, mark copies to indicate the applicable information. Include the following information:

- a. Manufacturers printed recommendations
 - b. Compliance with recognized trade association standards
 - c. Compliance with recognized testing agency standards
 - d. Application of testing agency labels and seals
 - e. Notation of dimensions verified by field measurement
 - f. Notation of coordination requirements
 - g. Manufacturers local representative and phone number.
2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
 4. Submittals: Submit 6 copies of each required submittal. The Project Manager will return two (2) sets to the Contractor marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the Installers possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.09 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of materials, color range sets, and swatches showing color, texture and pattern.
 1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architects/Owners Sample. Include the following:
 - a. Generic description of the Sample

- b. Sample source
 - c. Product name or name of manufacturer
 - d. Compliance with recognized standards
 - e. Availability and delivery time
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed and returned with the Architects/Owners mark indicating selection and other action.
 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
 5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1. Field Samples specified in individual sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.

1.10 ARCHITECTS / ENGINEERS ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect/Engineer/Project Manager will review each submittal, mark to indicate action taken, and return promptly.
 1. Compliance with specified characteristics is the Contractors responsibility.
- B. Action Stamp: The Architect/Engineer/Project Manager will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, similarly as follows, to indicate the action taken:
 1. Final Unrestricted Release: Where submittals are marked No Exceptions Taken, that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Final-But-Restricted Release: When submittals are marked Make Corrections Noted that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 3. Returned for Resubmittal: When submittal is marked Revise and Resubmit, do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked Revise and Resubmit to be used at the Project site, or elsewhere where Work is in progress.
 4. Rejected: Submittal does not comply with requirements of the Contract Documents. Submittal must be discarded and entirely new submittal shall be forward to the Project Manager without delay.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

PART 4 - SCHEDULE

4.1 SCHEDULE OF SUBMITTALS DESCRIPTION (SD) AND SUBMITTAL REGISTER

- A. General: The following is a description of each submittal type, specified in other Sections, required for the Project. Include each submittal description (SD) in the Submittal Register included as part of this Section.
1. SD-01: Product Data; submittals which provide calculations, descriptions or other documentation regarding the work.
 2. SD-02: Manufacturer's Catalog Data (Product Data); data composed of information sheets, brochures, circulars, specifications and product data, and printed information in sufficient detail and scope to verify compliance with requirements of the Contract Documents.
 3. SD-03: Manufacturer's Standard Color Charts (Product Data); preprinted illustrations displaying choices of color and finish for a material or product. A type of product data.
 4. SD-04: Shop Drawings; graphic representations which illustrate relationship of various components of the work, schematic diagrams of systems, details of fabrications, layout of particular elements, connections, and other relational aspects of the work.
 5. SD-05: Design Data (Shop Drawings); design calculations, mix designs, analyses, or other data written and pertaining to a part of the work.
 6. SD-06: Instructions (Product Data); preprinted material describing installation of a product, system, or material, including special notices and Material Safety Data Sheets, if any, concerning impedance, hazards, and safety precautions.
 7. SD-07: Schedules (Shop Drawings); a tabular list of data or a tabular listing of locations, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.
 8. SD-08: Statements (Shop Drawings); a document, required of the

Contractor, or through the Contractor by way of a supplier, installer, manufacturer, or other lower tier contractor, the purpose of which is to further the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verification of quality.

9. SD-09: Reports (Product Data); reports of inspection and laboratory tests, including analysis, an interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.
10. SD-10: Test Reports (Product Data); a report signed by an authorized official of a testing laboratory that a material, product, or system identical to the material, product or system to be provided has been tested in accordance with requirements specified by naming the test method and material. The test report must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. Testing must have been within three years of the date of award of this Contract.
11. SD-11: Factory Test Reports (Shop Drawings); a written report which includes the findings of a test required to be performed by the Contractor or an actual portion of the work or prototype prepared for this project before it is shipped to the job site. The report must be signed by an authorized official of a testing laboratory and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test.
12. SD-12: Field Test Reports (Shop Drawings); a written report which includes the findings of a test made at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation. The report must be signed by an authorized official of a testing laboratory or agency and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test.
13. SD-13: Certificates (Shop Drawings); statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system, or material meet specified requirements. The statements must be dated after the award of this contract, name the project, and list the specific requirements which it is intended to address.
14. SD-14: Warranties (Product Data); statements signed by responsible

officials of a manufacturer of a product, system, or material attesting that the product, system, or material will perform its specific function over a specified duration of time. The statement must be dated, and include the name of the project, the Owner's name, and other pertinent data relating to the warranty.

15. SD-15: Samples; samples, including both fabricated and non-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.
16. SD-16: Color Selection Samples (Samples); samples of the available choice of colors, textures, and finishes of a product or material, presented over substrates identical in texture to that proposed for the work.
17. SD-17: Sample Panels (Samples); an assembly constructed at the project site in a location acceptable to the Owner's Representative and using materials and methods to be employed in the work; completely finished; maintained during construction; and removed at the conclusion of the work or when authorized by the Owner's Authorized Representative.
18. SD-18: Sample Installations (Samples); a portion of an assembly or material constructed where directed and, if approved, retained as a part of the work.
19. SD-19: Records; documentation to ensure compliance with an administrative requirement or to establish an administrative mechanism.
20. SD-20: Operation and Maintenance Manuals (Records); data intended to be incorporated in an Operations and Maintenance Manual
21. SD-21: Test Reports of Existing Conditions; a document describing existing conditions and operations of systems and components prior to the start of any work. Testing shall be held in the presence of the Owner's Authorized Representative. Provide copies of the test reports to the Owner's Authorized Representative.
22. SD-22: Demonstrations; physical operation of equipment and systems by factory authorized representatives to demonstrate to the Owner's facility personnel proper operation of systems. Provide all required documentation that certified completed demonstration.
23. SD-23: Record Drawings; delineated documentation accurately depicting final installation location of components and systems of the building.

24. SD-24: Shop Drawings in Magnetic Medium; when drawings are required. All materials shall be provided in AUTOCAD Release 2000 or 2002.
- B. Submittal Register: The Contractor is to maintain an accurate updated submittal register and will bring this register to each scheduled progress meeting with the Owner and the Designer. This register should include the following items:
1. Submittal-Description and Number assigned.
 2. Date to Designer.
 3. Date returned to Contractor (from Designer).
 4. Status of Submittal (Accepted/Resubmit/Rejected).
 5. Date of Resubmittal and Return (as applicable).
 6. Date material released (for fabrication).
 7. Projected date of fabrication.
 8. Projected date of delivery to site.
 9. Status of submittal.

SUBMITTAL REGISTER (PART A)

Contract Number: Project

Title:

Spec. Section Number	Submittal Description (SD) Number	Spec. Paragraph Number	Designer Reviewer	Trans Control Number	Planned Submittal Date
(A)	(B)	(C)	(D)	(E)	(F)
02200	SD-12	1.4 A			
02270	SD-02, SD-15	1.3			
02281	SD-01	1.04			
02480	SD-12, SD-07, SD-13				
02513	SD-13	1.3 A			
02520	SD-01, SD-13	1.4A			
02577	SD-01, SD-02	1.3			
02666	SD-01, SD-23, SD-20	1.4A,B,C,D			
02668	SD-01, SD-04, SD-04, SD-23	1.4			
02720	SD-01, SD-20, SD-23	1.4A,B,C,D			
02730	SD-01, SD-20, SD-23	1.4A,B,C,D			
02831	SD-01	1.4A			
03300	SD-05	1.4			
16010	SD-23	1.16			
16010	SD-14	1.18			
16090	SD-12	3.1			
16095	SD-22	1.1			
16098	SD-20	1.2			
16111	SD-02	1.4			
16123	SD-02	1.3			
16131	SD-02	1.3			
16133	SD-01, SD-02	1.3			
16133	SD-23	1.4			
16141	SD-02, SD-06	1.3			
16160	SD-01, SD-02, SD-06	1.3			
16170	SD-23	1.3			
16170	SD-12	3.14			
16180	SD-02	1.4			
16421	SD-04	1.5			
16441	SD-02	1.4			
16471	SD-01, SD-02, SD-04	1.3			
16472	SD-01, SD-02, SD-04	1.3			

16510	SD-02	1.4			
16530	SD-02	1.4			
16671	SD-01, 2, 4 & 6	1.4			
Spec. Section Number	Submittal Description (SD) Number	Spec. Paragraph Number	Designer Reviewer	Trans Control Number	Planned Submittal Date
(A)	(B)	(C)	(D)	(E)	(F)
16671	SD-12	3.4			
16691	SD-01, SD-02	1.3			
16691	SD-14	1.8			
16723	SD-01, 2, 4, 6	1.7			
16723	SD-23	1.8			
16723	SD-20	1.9			
16723	SD-14	1.10			
16723	SD-22	1.13			
16723	SD-12	3.14			
16723	SD-13	3.15			

SECTION 01410 - TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selection and payment
- B. Contractor submittals
- C. Laboratory responsibilities
- D. Laboratory reports
- E. Limits on testing laboratory authority
- F. Contractor responsibilities
- G. Schedule of inspections and tests

1.02 RELATED SECTIONS

- A. Information Available to Bidders: Soil Investigation Data.
- B. General Conditions: Inspections, testing, and approvals required by public authorities.
- C. Individual Specification Sections: Inspections and tests required, and standards for testing.

1.03 REFERENCES

- A. ANSI/ASTM D3740 or as required in Specifications Divisions 2-16 - Practice for Evaluation of Agencies Engages in testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ANSI/ASTM E329 or as required in Specifications Divisions 2-16 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

1.04 SELECTION AND PAYMENT

- A. Owner will employ and pay for services of an independent testing laboratory to perform specified inspection and testing.

- B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of ANSI/ASTM E329 and ANSI/ASTM D3740
- B. Laboratory: Authorized to operate in state in which Project is located.
- C. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards (NBS) Standards or accepted values of natural physical constants.

1.06 CONTRACTOR SUBMITTALS

NOT USED

1.07 LABORATORY RESPONSIBILITIES

- A. Test samples of mixes.
- B. Provide qualified personnel at site when required. Cooperate with Orange County and Contractor in performance of services.
- C. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Orange County and Contractor of observed irregularities or non-conformance of Work or Products.
- F. Perform additional inspections and test required by Orange County.
- G. Attend preconstruction conferences and progress meetings.

1.08 LABORATORY REPORTS

- A. After each inspection and test, promptly submit four copies of laboratory report to Orange County, and to Contractor.

B. Include:

1. Date issued
2. Project title and number
3. Name of inspector
4. Data and time of sampling or inspection
5. Identification of product and specifications section
6. Location in the Project
7. Type of inspection or test
8. Date of test
9. Results of tests
10. Conformance with Contract Documents

C. When requested by Orange County, provide interpretation of test results.

1.09 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor
- D. Laboratory has no authority to stop the Work.

1.10 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with laboratory personnel, and provide access to the Work.
- B. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
- C. Notify Orange County and laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
- D. Arrange with laboratory and pay for additional samples and tests required by Contractor beyond specified requirements.

1.11 SCHEDULE OF INSPECTIONS AND TESTS

- A. Backfilling: Requirements for sampling and testing backfilled materials.

B. Testing required:

1. Modified proctor maximum density determination tests for each soil type.
2. Field in-place density tests at intervals not to exceed 300 ft. on sub-base and base material.
3. Thickness test for asphaltic concrete surfacing and concrete parking. Cores shall be taken at a maximum of 250 ft. The minimum thickness allowed shall be 1/4" less than the required average thickness.
4. Extraction stability and gradation of combine aggregate - one test per 200 tons or part with minimum of one per day. Bitumen content, stability and gradation of aggregate to conform to intent of job mix formula.
5. Provide concrete mix designs as required under Specifications Sections 02580 and 03300.
6. Strength test for each 50 cubic yard of concrete placed per day.
7. Visual inspection of all bar joist bearing ends for compliance with specifications.
8. Visual inspection of all metal roof deck structural welds.

END OF SECTION 01410

SECTION 01500 - TEMPORARY FACILITIES**PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- B. Temporary utilities required include but are not limited to:
 - 1. Sanitary facilities
- C. Temporary construction and support facilities required include but are not limited to:
 - 1. Field office and storage sheds.
 - 2. Sanitary facilities, including drinking water.
 - 3. Temporary enclosures.
 - 4. Temporary Project identification signs and bulletin boards
 - 5. Waste disposal services.
 - 6. Rodent and pest control.
 - 7. Pumps to control water table during construction activities.
 - 8. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities required include but are not limited to:
 - 1. Temporary fire protections
 - 2. Barricades, warning signs, lights
 - 3. Sidewalk bridge or enclosure fence for the site.
 - 4. Environmental protection
 - 5. Fencing, gates
 - 6. Barriers
 - a. Contractor shall be responsible for providing a temporary 6' high chain link construction fence around the entire perimeter of the construction site. Fence shall be removed upon completion of the job.

Limits of construction fence indicate on the site plan drawings or if not indicated as required to maintain site security and safety.

- b. Contractor shall be responsible for providing security measures as required to prevent public entry to construction areas and adjacent properties from damage from construction operations.
 - c. Contractor shall be responsible for providing a protective barrier around trees and plants designated to remain as indicated in plans and as required in zoning ordinances. Provide and maintain silt fences. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials and puddling or continuous running water.
7. Enclosures
- a. Provide temporary weather-tight closures of openings in exterior surfaces to provide acceptable working conditions and protection for materials, to allow for temporary heating, and to prevent entry of unauthorized persons. Provide temporary doors with self-closing hardware and locks.
8. Protection of Installed Work
- a. Provide temporary protection for installed products. Control work and traffic in immediate area to avoid damage.
 - b. Provide protective coverings at walls, projections, jambs, sills and soffits of openings. Provide barriers or coverings to protect roof and finished floors and stairs from work and traffic, movement of heavy objects and storage.
 - c. Prohibit work, traffic and storage on waterproofed and roofed surfaces, and on lawn and landscaped areas

that is not a part of the work for those surfaces and areas.

9. Security and Maintenance

- a. Vehicular and pedestrian gates shall be securely locked at all times when no work is in progress and when not required for construction activities. During all work hours, gates which must be open shall be continuously monitored by the Contractor to prevent unauthorized personnel or vehicles from entering the construction site.
- b. Fencing shall be as specified in 1.02 D above and shall prevent pedestrian travel through the site for any reason.
- c. Temporary fencing shall be removed only for construction reasons. If temporary fencing removal is required for non-construction reasons, fencing shall be immediately replaced and secured as soon as the activity for which its removal was required is completed, or if the activity cannot be completely by the end of the work day, temporary security measures shall be taken by the Contractor to ensure that there is no breach of security even during off-work periods.
- d. No Trespassing and similar signs shall be posted at gates and along fencing adjacent to public areas to inform non-construction personnel of the reason for the fence and potential hazards of entering the construction site. Said signs shall be of a size and spacing to be legible from any point along the entire perimeter of the construction site.

1.03 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.

1.04 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:

1. Building Code requirements
 2. Health and safety regulations
 3. Utility company regulations
 4. Police, Fire Department and Rescue Squad rules
 5. Environmental Protection regulations
- B. Standards: Comply with NFPA Code 241, Building Construction and Demolition Operations, ANSI-A10 Series standards for Safety Requirements for Construction and Demolition, and NECA Electrical Design Library Temporary Electrical Facilities.
1. Refer to Guidelines for Bid Conditions for Temporary Job Utilities and Services, prepared jointly by AGC and ASC, for industry recommendations.
 2. Electrical Services: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.05 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use for the permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.
- C. Water Control: Grade site to drain. Maintain excavations free of water. Provide and operate pumping equipment if necessary. Provide silt barriers required by the Florida Department of Transportation, St. Johns and any other authority having jurisdiction over the Project.
- D. Cleaning During Construction: Control accumulation of waste materials and rubbish so as to maintain a neat, clean and orderly

and safe project periodically dispose of off-site as needed.

Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

- E. Project Identification: Provide a sign size 4'-0" x 8'-0", shall have 1) County seal, 2) Name of project, 3) Name of County Chairman, 4) Name of County Commissioners, 5) Consultant Team, 6) General Contractor. Locate to provide an unobstructed view from adjoining roadway. Remove project sign upon final completion acceptance.

- G. Protection of Adjacent Properties: Locate on site construction operations that will generate noise and/or dust as far as practical from occupied structures on adjacent properties so as to minimize disturbances to the occupants of these structures or properties.

Prevent dust or other contaminants caused by construction operations for this Project from being carried to adjacent properties by installation of protective barriers and/or suspension of construction operations during high winds.

Dispose of all construction debris which may be carried to adjacent properties by winds. Remove debris daily and/or more often as required to prevent contamination of adjacent properties.

- H. Removal: Remove temporary materials, equipment and construction facilities prior to Substantial Completion inspection.

Remove temporary utility services prior to Final Completion Inspection.

Clean and repair damage caused by installation or use of temporary facilities. Remove underground installations; grade and complete all work on site as indicated.

- I. Conversion to Public Utilities: General Contractor is to coordinate and arrange with the appropriate utility service providing agencies and make arrangements for the installation and connection to final utilities prior to Final Completion inspection.

General Contractor shall provide any and all coordination, scheduling and layouts as may be required by the service utilities.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials; if acceptable to the Project Manager, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section Rough Carpentry.
- D. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosure provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- E. Water: Provide portable water approved by local health authorities.
- F. Open-Mesh Fencing: Provide 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel pipe posts, 1" I.D. for line posts and 2" I.D. for corner posts.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.02 SECURITY AND PROTECTIONS FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Project Manager.
- B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities of the types needed to protect against

reasonably predictable and controllable fire losses. Comply with NFPA 10 Standard for Portable Fire Extinguishers, and NFPA 241 Standard for Safeguarding Construction, Alterations and Demolition Operations.

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- E. Enclosure Fence: When excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except by the entrance gates.
1. Provide open-mesh, chain-link fencing with posts set in a compacted mixture of gravel and earth.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.

1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of materials to minimize the opportunity for theft and vandalism.
- G. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.03 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24 hour day basis where required to achieve indicated results and to avoid possibility of damage.
 2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than substantial completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

END OF SECTION 01500

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractors selection of products for use in the Project.
 - 1. Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each prime Contractor.
- B. The Contractors Construction Schedule and the Schedule of Submittals are included under Section 01300 Submittals.
- C. Standards: Refer to Section Definitions and Standards for applicability of industry standards to products specified.
- D. Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section 01631 Product Substitution.

1.03 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents such as specialties, systems, structure, finishes, accessories, and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
 - 1. Products are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term product includes the term material, equipment, system and terms of similar intent.
 - a. Named Products are items identified by manufacturers' product name, including make or model designation, indicated in the manufacturers published product literature

that is current as of the date of the Contract Documents.

- b. Foreign Products, as distinguished from domestic products, are items substantially manufactured (50 percent or more of value) outside of the United States and its possessions; or produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens or nor living within the United States and its possessions.
2. Materials are products that are substantially shaped; cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
 3. Equipment is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.04 SUBMITTALS

- A. Product List Schedule: Prepare a schedule showing products specified in a tabular form acceptable to the Project Manager. Include generic names of products required. Include the manufacturers name and proprietary product names for each item listed.
 1. Coordinate the product list schedule with the Contractors Construction Schedule and the Schedule of Submittals.
 - a. Related Specification Section Number
 - b. Generic name used in Contract Documents
 - c. Proprietary name, model number and similar designations.
 - d. Manufacturers name and address
 - e. Suppliers name and address
 - f. Installers name and address
 - g. Projected delivery date, or time span of delivery period.
 2. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of an initial product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.
 - a. At the Contractors option, the initial submittal may be limited to product selections and designations that must be established early in the Contract period.
 3. Complete Scheduled: Within 45 days after date of commencement of the Work, submit 3 copies of the completed

product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.

4. Architects Action: The Architect will respond in writing to the Contractor within 2 weeks of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers or products, but does not constitute a waiver of the requirement that products comply with Contract Documents. The Architects response will include the following:
 - a. A list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.05 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project; the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturers or producers nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
 1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data.
 - a. Name of product and manufacturer
 - b. Model and serial number
 - c. Capacity
 - d. Speed
 - e. Ratings
 - f. Additional pertinent information

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturers' recommendations, using means and methods that will prevent damage, deteriorating and loss, including theft.
1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
 3. Deliver products to the site in the manufacturers original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
 7. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate in prevent condensation. Maintain temperature and humidity within range required by manufacturers instructions.

PART 2 PRODUCTS

2.01 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situation on other projects.
- B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
 - a. Where products or manufacturers are specified by name, accompanied by the term or equal or approved equal comply with the Contractor Document provisions concerning substitutions to obtain approval for use of an unnamed product.
 2. Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of those products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning substitutions to obtain approval for use of an unnamed product.
 3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
 4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated.
 - a. Manufacturers recommendations may be contained in published product literature, or by the manufacturers' certification of performance.
 5. Compliance with Standards, Codes and Regulations: Where the Specifications only requires compliance with an imposed code, standard or regulation, select a product that complies with the

standards, codes or regulations specified.

6. Visual Matching: Where Specifications require matching an established Sample, the Architects decision will be final on whether a proposed product matches satisfactorily.
 - a. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning substitutions for selection of a matching product in another product category, or for noncompliance with specified requirements.
7. Visual Selection: Where specified product requirements include the phrase ... as selected from manufacturers standard colors, pattern, textures... or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern and texture from the product line selected.
8. Asbestos free materials: No products containing asbestos shall be used for any part of the work for this product. Provide verification.

END OF SECTION 01600

SECTION 01631-PRODUCTS SUBSTITUTIONS**PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. The Contractors Construction Schedule and the Schedule of Submittals are included under Section Submittals.
- C. Standards: Refer to Section Definitions and Standards for applicability of industry standards to products specified.
- D. Procedural requirements governing the Contractors selection of products and product options are included under Section Materials and Equipment.

1.03 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for substitutions. The following are not considered substitutions:
 - 1. Only these substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to Contract Documents requested by the Owner or Architect.

3. Specified options of products and construction methods included in Contract Documents.
4. The Contractors determination of and compliance with governing regulations and orders issued by governing authorities.

1.04 SUBMITTALS

- A. Substitution Request Submittal: Request for substitution will be considered if received within fifteen (15) days after commencement of the Work. As long as this time allowance will not impact the construction schedule.
 1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
 2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitution, and the following information, as appropriate:
 - a. Product Data, including Drawings, and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitutions effect on the Contractors Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.

- g. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractors waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
3. Architects Action: Within two weeks of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request if needed. Within two (2) weeks of receipt of the request, or one week of receipt of the additional information or documentation, which ever is later, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the project specified by name. Decision on the use of a product substitution or its rejection by the Architect is considered final. Acceptance will be in the form of a Change Order.

PART 2 PRODUCTS

2.01 SUBSTITUTIONS

- A. Conditions: The Contractors substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.
 1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate

activities properly.

5. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 6. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar consideration.
 7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
 9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- B. The Contractors submittal and Project Managers acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
- C. Substitution request constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 2. Will provide the same warranty for substitution as for specified product.
 3. Will coordinate installation and make other changes which may be required for work to be complete in all respects.

4. Waives claims for additional costs which may subsequently become apparent. All costs associated with the substitution will be paid by the Contractor regardless of approvals given, and regardless of subsequent difficulties experienced as a result of substitutions.

END OF SECTION 01631

SECTION 01700 - PROJECT CLOSE-OUT**PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for project close-out, including but not limited to:
 - 1. Inspection procedures
 - 2. Project record document submittal. (Substantial Completion)
 - 3. Operating and maintenance manual submittal (Substantial Completion Requirements).
 - 4. Submittal of warranties (Substantial Completion Requirement).
 - 5. Final cleaning
- B. Close-out requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.
- C. Final payment to be made when the County has received all required close-out documents.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following: List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete

construction, and reasons the Work is not complete.

2. Advise Owner of pending insurance change-over requirements.
 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 5. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Project Manager will either proceed with inspection or advise the Contractor of unfilled requirements. The Project Manager will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. Results of the completed inspection will form the basis of requirements for final acceptance.
 2. Should the project fail to meet the standards required for Substantial Completion as defined in the documents the Contractor will pay the expense of a second inspection by the Project Manager/Consultants and the Owner. Cost will be deducted from the Contractors retainage.

1.04 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following List exceptions in the request:
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit and updated final statement, accounting for final

additional changes to the Contract Sum.

3. Submit a certified copy of the Project Managers final inspection list of item to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Project Manager.
 4. Submit final meter readings for utilities, a measured record of stored fuel and similar data as of the date of Substantial Completion, or when the Owner took possession of the responsibility for corresponding elements of the Work.
 5. Submit consent of surety to final payment.
 6. Submit a final liquidated damages settlement statement
 7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Reinspection Procedure: The Project Manager will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Project Manager.
1. Upon completion of reinspection, the Project Manager will prepare a certification of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

1.05 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Project Managers reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contractor Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements

that would be difficult to measure and record at a later date. Provide for project photographs if deemed necessary by Owners representative.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record drawing sheets, an print. suitable titles, dates and other identification on the cover of each set.
 5. Provide three (3) additional sets of black line drawing sets of As-Builts Drawings.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Project Data.
1. Upon completion of the Work, submit record Specifications to the Project Manager for the Owners records.
- D. Record Project Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variation in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturers installation instructions and recommendations. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.
1. Upon completion of mark-up, submit complete set of record Product Data in the three ring binder (indexed) to the Project Manager for the Owners records.

- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Project Manager and the Owners personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owners Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous record and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Project Manager for the Owners records.
- G. Maintenance Manuals: Organize operating and maintenance data into five (5) suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inc, 3-ring vinyl covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency instructions
 2. Spare parts list
 3. Copies of warranties
 4. Wiring diagrams
 5. Recommended turn around cycles
 6. Inspection procedures
 7. Shop Drawings and Product Data
 8. Fixture lamping schedule

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 CLOSE-OUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance. If installers are not experienced in procedures, provide instruction by manufacturers representatives. All items to be provided or completed prior to certificate of Substantial Completion being issued by the Owner. Include a detailed review of the following items:

1. Maintenance manuals
2. Record documents
3. Spare parts and materials
4. Tools
5. Lubricants
6. Fuels
7. Identification systems
8. Control sequences
9. Hazards
10. Cleaning
11. Warranties and bonds
12. Maintenance agreements and similar continuing commitments
13. On site instructions to County maintenance personnel on major systems operations such as HVAC as per technical specifications.
14. Contractor shall provide certified as-builts (by licensed surveyor) of project, and turn these over to the Owner as part of Project Closeout.

- B. As part of instruction for operating equipment, demonstrate the following procedures, prior to the Owner issuing Certificate of Substantial Completion:

1. Start-up
2. Shutdown
3. Emergency operations
4. Noise and vibration adjustments
5. Safety procedures
6. Economy and efficiency adjustments

3.02 PROJECT CLOSE-OUT MANUALS AT SUBSTANTIAL COMPLETION

- A. Submit Project Close-out Manuals prior to issuance of final application for payment. Provide three (3) copies.
- B. Bind in commercial quality 8 ½" x 11" three ring binder, indexed with hardback, cleanable, plastic covers.
- C. Label cover of each binder with typed title PROJECT CLOSE-OUT MANUAL, with title of project; name, address, and telephone number of Contractor and name of responsible Principal.
- D. Provide table of contents: Neatly typed, in the following sequence:

1. Final Certificate of Occupancy
 2. Warranty Service Subcontractors Identification List
 3. Final Lien Waivers and Releases
 4. Warranties and Guarantees
 5. Systems Operations and Maintenance Instruction
 6. Manufacturers Certificates and Certifications
 7. Maintenance Service Contracts
 8. Spare Parts Inventory List
 9. Special Systems Operating Permits or Approvals
 10. Asbestos free materials notarized statement
- E. Provide all documents for each section listed. List individual documents in each section in the table of contents, in the sequence of the Table of Contents of the Project Manual.
- F. Identify each document listed in the Table of Contents with the number and title of the specification section in which specified, and the name of the Product or Work item.
- G. Separate each section with index to sheets that are keyed to the Table of Contents listing.
- H. Warranty Service Subcontractors List shall identify subcontractor supplier, and manufacturer for each warranty with name, address and emergency telephone number.

3.03 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions and included in Section Temporary Facilities.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturers instructions.
1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or

- broken glass and other damaged transparent materials.
- c. Clean exposed exterior and interior hard-surfaced finished to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces. Apply floor wax to vinyl floors.
 - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface. Remove waste and surplus materials from the site in an appropriate manner.
- C. Pest Control: Engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owners property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- 1. Where extra materials of value remaining after completion of associated Work have become the Owners property, arrange for disposition of these materials as direct.

END OF SECTION 01700

SECTION 01740 - WARRANTIES AND BONDS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractors special warranty of workmanship and materials.
 - 2. General close-out requirements are included in Section Project Close-Out.
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Division 2 through 16 as required.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturers disclaimers and limitations on product warranties to not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required do countersign special warranties with the Contractor.

1.03 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal

to the original warranty with an equitable adjustment for depreciation.

- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents.
- D. Owners Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligation, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.04 WARRANTY PERIOD

- A. The Contractor shall participate with the County and the Architects representative, at the beginning of the tenth month of the warranty period, in conducting an on site review and evaluation of all items of equipment, materials and workmanship covered by the warranties and guarantees. Contractor shall act promptly and without cost to the County to correct all defects, problems, or deficiencies determined as such by the Architect/Owner during on the site review.
- B. All warranties and guarantees shall commence on the date of Substantial Completion except for items which are determined by the County to be incomplete or a non-comply status at the time of Substantial Completion. The coverage commencement date for warranties and guarantees of such work shall be the date of the Countys acceptance of that work.
- C. Warranty period shall be manufacturers standard for product specified except where specific warranty periods are specified in individual sections. But in no case less than one year.

1.05 SUBMITTALS

- A. Submit written warranties to the Owner prior to the date certified for Substantial Completion. If the Architects Certificate of Substantial Completion designates a commencement date for warranties other than

the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Project Manager.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Project Manager within fifteen (15) days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepared a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
1. Refer to individual Sections of Division 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.
- C. Form of Submittal: At Final Completion compile two (2) copies of each required warranty and bond properly executed by the Contractor, or by the subcontractor, supplier or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind (3) three sets of warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 "by 11" paper.
1. Provide heavy paper dividers with Celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 2. Identify each binder on the front and the spine with the typed or printed title WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.
 3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 3 EXECUTION (Not Applicable)

END OF SECTION 01740

SECTION 02110 - SITE CLEARING

PART 1. GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract apply to work of this Section.

1.2 DESCRIPTION OF WORK

- A. Extent of site clearing is shown on drawings.
- B. Site clearing work includes, but is not limited to:
1. Protection of existing trees.
 2. Removal of trees and other vegetation.
 3. Topsoil stripping.
 4. Clearing and grubbing.
 5. Removing above-grade improvements.
 6. Removing below-grade improvements: disconnect and cap utility services.

1.3 JOB CONDITIONS

- A. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
1. Protect improvements on adjoining properties and on Owner's property.
 2. Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.
- C. Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
1. Water trees and other vegetation to remain within limits of the contract work as required to maintain their health during course of construction operations.
 2. Provide protection for roots over 1-1/2 inches in diameter cut during construction operations. Coat cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

SECTION 02110
SITE CLEARING

3. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to Engineer. Employ licensed arborist to repair damages to trees and shrubs.
 4. Replace trees which cannot be repaired and restored to full- growth status, as determined by arborist.
- D. Improvements on Adjoining Property: Authority for performing removal and alteration work on property adjoining Owner's property will be obtained by Owner prior to award of contract.
1. Extent of work on adjacent property is indicated on Drawings.
- E. Salvable Improvements: Carefully remove items indicated to be salvaged, and store on Owner's premises where indicated or directed.

PART 2. PRODUCTS (Not applicable.)

PART 3. EXECUTION

3.1 SITE CLEARING

- A. General: Remove trees, shrubs, grass and other vegetation, improvements, or obstructions interfering with installation of new construction. Remove such items elsewhere on site or premises as specifically indicated. Removal includes digging out stumps and roots.
1. Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.
- B. Topsoil: Topsoil is defined as surface soil found in a depth of not less than 4 inches. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material.
1. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.
 - a. Remove heavy growths of grass from areas before stripping.
 - b. Where trees are indicated to be left standing, stop topsoil stripping a sufficient distance to prevent damage to main root system.
 2. Stockpile topsoil in storage piles in areas shown, or where directed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust.
 3. Dispose of unsuitable or excess topsoil same as waste material, herein specified.
- C. Clearing and Grubbing: Clear site of trees, shrubs and other vegetation, except for those indicated to be left standing.
1. Completely remove stumps, roots, and other debris protruding through ground surface.
 2. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.
 3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

SECTION 02110
SITE CLEARING

- a. Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to a density equal to adjacent original ground.
- D. Removal of Improvements: Remove existing above-grade and below-grade improvements necessary to permit construction, and other work as indicated.
 - 1. Abandonment or removal of certain underground pipe or conduits may be shown on mechanical or electrical drawings, and is included under work of those sections. Removal of abandoned underground piping or conduit interfering with construction is included under this section.
 - 2. Contact local utility companies 48 hours minimum prior to start of demolition work. Confirm verbal and written notices. Verify locations of all utilities entering site and their location on the site.
 - 3. Cooperate with owner, utility companies, adjacent property owners, and other building trades in maintaining, protecting, rerouting or extending of utilities passing through work areas which serve structures located on project site and on adjacent properties.
 - 4. Verify which utilities are to be removed, capped or abandoned are turned off, or are disconnected, or are rerouted to new locations before starting demolition.

3.2 DISPOSAL OF WASTE MATERIALS

- A. Burning on Owner's Property: Burning may be allowed on property with prior approval and permitting from authority having jurisdiction. All burning shall be conducted in a manner to minimize smoke and odor.
- B. Removal from Owner's Property: Remove waste materials and unsuitable, excess topsoil off site in legal manner.

END OF SECTION

SECTION 02200 - EARTHWORK

PART 1. GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract apply to work of this Section.

1.2 SUMMARY

- A. This Section includes the following:
1. Preparing of subgrade for building slabs, walks, and structures.
 2. For preparation of pavement subgrade.
 3. For pavement subgrade stabilization and base, refer to other Division 2 sections.
- B. Final Grading, together with placement and preparation of topsoil for lawns and planting, is specified in Division 2 Section, "Landscape Work."

1.3 DEFINITIONS

- A. Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.
- B. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.
1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Engineer.
 2. In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.
- C. Additional Excavation: When excavation has reached required subgrade elevations, notify Engineer, who will make an inspection of conditions. If Engineer determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by Engineer. The Contract Sum may be adjusted by an appropriate Contract Modification.
1. Removal of unsuitable material and its replacement as directed will be paid on basis of Conditions of the Contract relative to changes in work.

- D. Subgrade: The undisturbed earth or the compacted soil layer immediately below granular subbase, drainage fill, or topsoil materials.
- E. Structure: Buildings, foundations, slabs, tanks, curbs, or other man-made stationary features occurring above or below ground surface.

1.4 SUBMITTALS

- A. Test Reports: Submit the following reports directly to Engineer from the testing services, with copy to Contractor:
 - 1. Test reports on borrow and imported material.
 - 2. Verification of suitability of each footing subgrade material, in accordance with specified requirements.
 - 3. Field reports; in-place soil density tests.
 - 4. One optimum moisture-maximum density curve for each type of soil encountered.
 - 5. Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.
- B. Testing and Inspection Service: Owner will employ and pay for a qualified independent geotechnical testing laboratory to perform soil testing and inspection service during earthwork operations.
- C. Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing laboratory must demonstrate to Engineer's satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory geotechnical testing without delaying the progress of the Work.

1.6 PROJECT CONDITIONS

- A. Site Information: Data in subsurface investigation reports was used for the basis of the design and are provided at the end of this specification section to the Contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. The Owner will not be responsible for interpretations or conclusions drawn from this data by Contractor. The geotechnical report is attached herein for reference at end of this section.
 - 1. Additional test borings and other exploratory operations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.
 - 2. Contractor must adhere to procedures and recommendation outlined in the geotechnical investigation and must follow testing procedures as outlined.

- B. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.
 - 1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
 - a. Provide minimum of 48-hour notice to Engineer, and receive written notice to proceed before interrupting any utility.
 - 2. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies and Owner for shutoff of services if lines are active.
- C. Use of Explosives: Use of explosives is not permitted.
- D. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
 - 1. Operate warning lights as recommended by authorities having jurisdiction.
 - 2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
 - 3. Perform excavation by hand within dripline of large trees to remain. Protect root systems from damage or dryout to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.

PART 2. PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, and SP.
- B. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- C. Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter. Fill material shall consist of sands with less than 8 percent soil fines passing No. 200 sieve.

PART 3. EXECUTION

3.1 EXCAVATION

- A. Excavation is unclassified and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

3.2 STABILITY OF EXCAVATIONS

- A. General: Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
- B. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- C. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.

3.3 DEWATERING

- A. Control of groundwater is required to achieve the necessary construction including earthwork, excavation, backfilling, placement of foundation and utilities. Contractor shall review the subsurface soil exploration provided for requirements of separation between bottom of any excavation or compaction surface and encountered groundwater table.
- B. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
 - 1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
 - 2. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.

3.4 STORAGE OF EXCAVATED MATERIALS

- C. Stockpile excavated materials acceptable for backfill and fill where directed. Place, grade, and shape stockpiles for proper drainage.
 - 1. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.
 - 2. Dispose of excess excavated soil material and materials not acceptable for use as backfill or fill.

3.5 EXCAVATION FOR STRUCTURES

- A. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 foot, and extending a sufficient distance from footings and foundations to permit placing

and removal of concrete formwork, installation of services, and other construction and for inspection.

1. Excavations for footings and foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.
2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Structures: Conform to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot; plus a sufficient distance to permit placing and removal of concrete formwork, installation of services, and other construction and for inspection. Do not disturb bottom of excavations, intended for bearing surface.

3.6 EXCAVATION FOR PAVEMENTS

- A. Cut surface under pavements to comply with cross-sections, elevations and grades as indicated.

3.7 TRENCH EXCAVATION FOR PIPES AND CONDUIT

- A. Refer to Earthwork - Underground Utilities, Section 02210.

3.8 COLD WEATHER PROTECTION

- A. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.9 BACKFILL AND FILL

- A. General: Place soil material in layers to required subgrade elevations, for each area classification listed below, using materials specified in Part 2 of this Section.
 1. Under grassed areas, use satisfactory excavated or borrow material.
 2. Under walks and pavements, use subbase material, satisfactory excavated or borrow material, or a combination.
 3. Under steps, use satisfactory excavated or borrow material.
 4. Under building slabs, use satisfactory excavated or borrow material.
 5. Under sport fields and a minimum distance of 20 feet beyond the sport field limits use satisfactory fill material with maximum 3% to 5% fines in accordance with geotechnical investigation.
 6. Under playgrounds and exercise area and extending 10 feet beyond use satisfactory fill material with maximum 5% fines.
 7. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and that are carried below bottom of such footings or that pass under wall footings. Place concrete to level of bottom of adjacent footing.
 - a. Concrete is specified in Division 3.
 - b. Do not backfill trenches until tests and inspections have been made and backfilling is authorized by Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.

8. Provide 4-inch-thick concrete base slab support for piping or conduit less than 2'-6" below surface of roadways. After installation and testing of piping or conduit, provide minimum 4-inch-thick encasement (sides and top) of concrete prior to backfilling or placement of roadway subbase.
- B. Backfill excavations as promptly as work permits, but not until completion of the following:
1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
 2. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.
 3. Removal of concrete formwork.
 4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.
 5. Removal of trash and debris from excavation.
 6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.

3.10 PLACEMENT AND COMPACTION

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
1. When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.
- B. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- C. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- D. Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.
- E. Control soil and fill compaction, providing minimum percentage of density specified for each area classification indicated below. Correct improperly compacted areas or lifts as directed by Engineer if soil density tests indicate inadequate compaction.

1. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with ASTM D 1557:
 - a. Under structures, building slabs and steps, and pavements, compact top 12 inches of subgrade and each layer of backfill or fill material at 98 percent maximum density.
 - b. Under lawn or unpaved areas, compact top 6 inches of subgrade and each layer of backfill or fill material at 90 percent maximum density.
 - c. Under walkways, compact top 6 inches of subgrade and each layer of backfill or fill material at 95 percent maximum density.
2. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.
 - a. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 - b. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

3.11 GRADING

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades.
- B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:
 1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 foot above or below required subgrade elevations.
 2. Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.10 foot above or below required subgrade elevation.
 3. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than 1/2 inch above or below required subgrade elevation.
- C. Grading Surface of Fill under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2 inch when tested with a 10-foot straightedge.
- D. Refer to construction drawings for additional requirements for grading of ballfields.
- E. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

3.12 PAVEMENT SUBBASE COURSE

- A. Refer to other Division 2 sections for preparation of subgrade, subbase, base, and paving specifications.
- B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.

3.13 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Allow testing service to inspect and approve each subgrade and fill layer before further backfill or construction work is performed.
 - 1. Perform field density tests in accordance with ASTM D 1556 (sand cone method) or AASHTO T-180 or ASTM D 2167 (rubber balloon method), as applicable.
 - a. Field density tests may also be performed by the nuclear method in accordance with ASTM D 2922, providing that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. In conjunction with each density calibration check, check the calibration curves furnished with the moisture gages in accordance with ASTM D 3017.
 - b. If field tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.
 - 2. Footing Subgrade: For each strata of soil on which footings will be placed, perform at least one test to verify required design bearing capacities. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested strata when acceptable to Engineer.
 - 3. Building Slab Subgrade: Perform at least one field density test of subgrade for every 2,000 sq. ft. of paved area or building slab, but in no case fewer than three tests. In each compacted fill layer, perform one field density test for every 2,000 sq. ft. of overlaying building slab or paved area, but in no case fewer than three tests.
 - 4. Foundation Wall Backfill: Perform at least two field density tests at locations and elevations as directed.
 - 5. Pavement Subgrade: One field density test for each compacted layer per 10,000 sq. ft. of paved area or 250 l.f. of roadways, but no fewer than three tests per paved area.
 - 6. If in opinion of Engineer, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, perform additional compaction and testing until specified density is obtained.

3.14 EROSION CONTROL

- A. Provide erosion control methods in accordance with requirements of authorities having jurisdiction.

3.15 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

SECTION 02200
EARTHWORK

- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- D. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.16 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, trash, and debris, and dispose of it off Owner's property.

END OF SECTION

Geotechnical Engineering Report

**State Road 50 Boat Ramp Repair
Orange County, Florida**

November 7, 2014

PO No. C11903A047

Nodarse / Page One Project No. AK145004

Prepared for:

Orange County Capital Projects Division
Orlando, Florida

Prepared by:

Nodarse / Page One Joint Venture, LLC
Winter Park, Florida

November 7, 2014

Orange County Capital Projects Division
400 East South Street
Orlando, Florida 32801

Attn: Mr. Roan Waterbury
P: [407] 836-0034
F: [407] 836-0051
E: Roan.Waterbury@ocfl.net

Re: Geotechnical Engineering Report
Orange County SR 50 Boat Ramp Repair
Orange County, Florida
PO No. C11903A047
Nodarse / Page One Project Number: AK135004

Dear Mr. Waterbury:

Nodarse/Page One Joint Venture, LLC (Nodarse/Page One) has completed the geotechnical engineering services for the above-referenced project. This study was performed in general accordance with our proposal number PAK140017 dated June 26, 2014, authorized by Purchase Order C11903A047.

This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning slope repair at the subject site.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,
Nodarse / Page One Joint Venture, LLC

Shenna McMaster, P.E.
Senior Geotechnical Engineer
Florida PE #57537

Jay W. Casper, P.E.
Senior Associate

TABLE OF CONTENTS

EXECUTIVE SUMMARY	i
1.0 INTRODUCTION.....	1
2.0 PROJECT INFORMATION	1
3.0 SUBSURFACE CONDITIONS	2
3.1 Soil Survey.....	2
3.2 Typical Profile	2
3.3 Groundwater	3
4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION	3
4.1 General.....	3
4.2 Slope Stability Analyses.....	4
4.3 Sheet Pile Analyses	4
5.0 GENERAL COMMENTS	6

APPENDIX A – FIELD EXPLORATION

Exhibit A-1	Topographic Vicinity Map
Exhibit A-2	USDA Soils Map
Exhibit A-3	Soil Survey Description
Exhibit A-4	Boring Location Plan
Exhibit A-5	Field Exploration Description
Exhibit A-6 to A-12	Boring Logs

APPENDIX B – LABORATORY TESTING

Exhibit B-1	Laboratory Testing
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APPENDIX C – SUPPORTING DOCUMENTS

Exhibit C-1	General Notes
Exhibit C-2	Unified Soil Classification System

APPENDIX D – SLOPE STABILITY

APPENDIX E – SHEET PILE ANALYSES

Table E-1	Analysis Summary
Calculations	

EXECUTIVE SUMMARY

A geotechnical investigation has been performed for slope repair at the St. Johns River boat ramp on State Road 50 in east Orange County, Florida. Two (2) borings, designated as B-1 and B-2, were performed to a depth of 50 feet below the existing ground surface from the top of the embankment, and five (5) hand auger borings were performed within the disturbed area of the embankment.

Based on the information obtained from our geotechnical exploration, the following geotechnical considerations were identified:

- Soft clays were found below the embankment from a depth of about 10 feet to 28 feet. Slope stability analyses indicated that even with the soft clay soils, the embankment should have been stable for the design embankment section.
- Dewatering for canal dredging or stockpiling of materials at the top of the bank during construction can substantially reduce safety factors in slope stability and may have caused the initial movement of the embankment slope. Such activities likely exposed a zone or seam of weaker soil which first sloughed during construction, and could not be readily identified in the borings. As a result of the weakening from that first event the embankment has continued to move during subsequent patching attempts.
- Portions of the embankment which have not undergone movement since construction are believed to be relatively stable. The portion of the embankment which has been sliding on the east side should be repaired with a sheet pile wall rather than trying to place additional embankment material on the slope. Attempts to excavate and replace the sliding materials would likely result in more disturbance of the weaker soils.
- Use of a cantilevered sheet pile wall placed at the top of the slope would require sheet pile embedment depths of 36 feet and would require a relatively heavy section such as a PZ35 with up to 1 inch of deflection at the top.
- If an anchor system is placed below the existing pavement area, the embedment length could be reduced to 26 feet and a lighter sheet pile section can be used. The anchor system would include tiebacks at a depth of 5 feet on 15 foot centers along the sheet pile wall, connecting the sheet pile wall with 10 foot long continuous anchor piles in the center of the turn-around area. Deflection at the top of the wall would be less than an inch if the anchored wall system is used.

This summary should be used in conjunction with the entire report for geotechnical design purposes. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein. The section titled **GENERAL COMMENTS** should be read for an understanding of the report limitations.

**GEOTECHNICAL ENGINEERING REPORT
STATE ROAD 50 BOAT RAMP REPAIR
ORANGE COUNTY, FLORIDA**

**Nodarse / Page One Project No. AK145004
November 7, 2014**

1.0 INTRODUCTION

A geotechnical investigation has been performed for the proposed slope repair at the St. Johns River boat ramp on State Road 50 in east Orange County, Florida as shown on the Topographic Vicinity Map included as Exhibit A-1 in Appendix A. Two (2) borings, designated as B-1 and B-2, have been performed to a depth of 50 feet below the existing ground surface, along with five hand auger borings on disturbed area of the slope. Logs of the borings along with a site location plan, geologic map and boring location plans are included in Appendix A of this report.

The purpose of these services is to provide information and geotechnical engineering recommendations for a sheet pile repair option for the slope.

2.0 PROJECT INFORMATION

2.1 Site Location

ITEM	DESCRIPTION
Location	The project is located at the existing Boat Ramp on State Road 50 at the St Johns River in Orange County, Florida.
Existing Improvements	The original earthen embankment of dredged material was improved by adding a paved driveway, drainage swale with underdrain at the top edge, new boat ramp and floating dock.

2.2 Project Description

ITEM	DESCRIPTION
Issue of concern	A section of the east side of the embankment sloughed into the canal during construction. After the slope was reshaped and project finished, additional movement was observed. The first attempt at a simple patch of the area subsequently moved, and the failed embankment section has continued to creep, likely aided by runoff from the swale.
Proposed Improvements	Sheet pile wall system to repair the unstable portion of the embankment. To reduce the potential for future slope problems, the sheet pile will be installed along the perimeter of the entire turn-around area. The turn-around radius will also be widened as part of the repair.

3.0 SUBSURFACE CONDITIONS

3.1 Soil Survey

The Soil Survey of Orange County, Florida, as prepared by the United States Department of Agriculture (USDA), Soil Conservation Service (SCS; later renamed the Natural Resource Conservation Service - NRCS), identifies the soil type at the subject site as *Floridan and Chobee Soils, Frequently flooded (11)*. It should be noted that the Soil Survey is not intended as a substitute for site-specific geotechnical exploration; rather it is a useful tool in planning a project scope in that it provides information on soil types likely to be encountered. Boundaries between adjacent soil types on the Soil Survey maps are approximate (included in Appendix as Exhibit A-2). A description of the mapped soil unit is included in Appendix A as Exhibit A-3.

3.2 Typical Profile

Based on the results of the borings, subsurface conditions on the project site can be generalized as follows:

Approximate Depth to Bottom of Stratum (feet)	Material Description	Consistency/ Density
1.5	Silty Sand (SM)	Loose
10	Likely uncontrolled fill ¹ dredged from the canal for the original embankment construction, mostly clay (CH) with some organics to organic clay (OH)	Firm
28	Mostly clay (CH) with seams of organic clay (OH)	Soft
38	Silty sand (SM) to clayey sand (SC)	Loose
43	Clay to sandy clay (CH)	Firm
50	Sand (SP) to silty sand (SM)	Medium dense

1. Uncontrolled fill is material that was placed without moisture and density control. This material is typically variable in composition, consistency, density, moisture, and depth. It was difficult to discern between native soil and uncontrolled fill due to the disturbed sampling techniques and variation in color and composition.

Hand auger borings to depths of 7 to 10 feet were performed on the disturbed portion of the slope. These borings found similar conditions as the upper 10 feet of the deeper SPT borings. Penetrometer probing in the hand auger borings appeared to indicate very soft soils for the entire boring depths.

Conditions encountered at each boring location and results of laboratory testing are indicated on the individual boring logs. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in-situ, the transition between materials may be gradual. Details for each of the borings can be found on the boring logs in Appendix A of this report. Descriptions of our field exploration are included as Exhibit A-5 in Appendix A. Descriptions of our laboratory testing procedures are included as Exhibit B-1 in Appendix B. General notes for SPT borings can be found in Exhibit C-1. A more detailed description of the Unified Soil Classification System (USCS) is included as Exhibit C-2 in Appendix C.

3.3 Groundwater

The boreholes were observed during drilling for the presence and level of groundwater. Groundwater was observed in borings B-1 and B-2 near a depth of 13 to 15 feet. Groundwater was not found within the explored depths of the manual auger borings. It should be noted that the clayey soils tend to mask the groundwater table due to their slow release of free water. We generally expect groundwater levels to remain close to levels in the adjacent waterway.

It should be recognized that fluctuations of the groundwater table will occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the boring was performed. Therefore, groundwater levels during construction or at other times in the future may be higher or lower than the levels indicated on the boring logs.

4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

4.1 General

Based on the information obtained from our geotechnical exploration, the following geotechnical considerations were identified:

- Soft clays were found below the embankment from a depth of about 10 feet to 28 feet.
- Slope stability analyses indicated that even with the soft clay soils, the embankment should have been stable for the design embankment section.
- Dewatering for canal dredging or stockpiling of materials at the top of the bank during construction can substantially reduce safety factors in slope stability and may have caused the initial movement of the embankment slope. Such activities may have exposed a zone or seam of weaker soil which first sloughed during construction, and which could not be readily identified in the borings. As a result of the weakening from that first event, the embankment slope has continued to move during subsequent patching attempts.

- The portion of the embankment which has been sliding on the east side should be replaced with a sheet pile rather than trying to place additional embankment material on the slope. Attempts to excavate and replace the soft clay will likely result in greater disturbance of that material.
- Portions of the embankment which have not shifted since construction are believed to be relatively stable. However, we understand that it is desired to install sheet piles all along the turn-around portion of the embankment.
- Use of a cantilevered sheet pile wall placed at the top of the slope would require sheet pile embedment depths of 36 feet and would require a relatively heavy section, such as a PZ35, with up to 1 inch of deflection at the top.
- If an anchor system is placed below the existing pavement area, the embedment length could be reduced to 26 feet and a lighter sheet pile section, meeting a minimum section modulus as indicated on Table E-1, can be used. The anchor system would include tiebacks at a depth of 5 feet at 15 foot centers along the sheet pile wall connecting the sheet pile wall with 10 foot long continuous anchor piles in the center of the turn-around area. The horizontal tensile force on the tiebacks will be about 60 kips. Deflection at the top of the wall would be less than an inch if the anchored wall system is used.

4.2 Slope Stability Analyses

Slope stability analyses were performed with the computer program, *STABL for Windows, Version 3.0*, for the typical soil profile described previously. These analyses indicate that the embankment should generally be stable for the design template section. The safety factor for slope stability can be significantly affected by lowering of the groundwater level in the canal, or by minor reductions in the strength of the soft clay layer. Printouts of a few representative slope stability analysis results are included in Appendix D.

4.3 Sheet Pile Analyses

It is our understanding sheet piles will be installed along the entire perimeter of the turn-around portion of the peninsula, including the area where slope failure has been observed. Based on site plans and cross-sections provided, the following embankment geometry was analyzed:

- The top of the embankment is near elevation +17 feet.
- The embankment side slope was designed with a 2 Horizontal to 1 Vertical (2H:1V) slope from the top of the embankment to the dredged canal bottom elevation of 0 feet.

Sheet pile analyses considered the following alternatives:

- Cantilevered sheet pile installed at the top of the slope
- Anchored sheet pile installed at the top of the slope.

In both of described above described alternatives, the water level in the canal was assumed to be at the low water level (elevation +2 feet) and near elevation +7 feet behind the wall. Scour of the canal was not considered in the analyses. A surcharge load of 150 psf was applied in the analyses at a horizontal distance of 5 feet from the top of the slope.

A factor of safety of 1.0 for both active and passive pressures was used to determine the pile tip elevation for the cantilevered section. Factors of safety of 1.0 and 1.5 for active and passive pressures, respectively, were used to determine the minimum section properties in both scenarios and for pile tip elevations for the anchored section.

The input soil and groundwater parameters were obtained from the SPT borings performed for this exploration. Sheet pile geometry and sections were evaluated using the software model, *Shoring Suite, Version 8*. The attached Table E-1 in Appendix E presents a summary of the analysis results.

Based on our analyses, the following sheet pile embedments are recommended:

- Cantilevered Sheet Pile: Embedment depth of 36 feet below top of slope (embedment elevation -19 feet). Use of a relatively heavy sheet pile (such as PZ35) would provide deflection of about 1 inch at the top of the wall.
- Anchored Sheet Pile System: Embedment depth of 26 feet below ground surface (embedment elevation -9 feet). Use of a lighter sheet pile section (meeting the minimum Section Modulus as indicated on Table E-1) than the cantilevered condition can be used. The anchor would consist of a 16 foot radius ring of sheet pile installed in the center of the turn-around area, with a top elevation of about +15 feet and a bottom elevation of about +5 feet. Tiebacks installed at on 15 foot centers at a depth of 5 feet below the top of sheet pile would be required to connect the sheet pile wall and the anchor.

Details regarding the evaluated slope geometries and sheet pile installation are provided in Appendix E.

The upper 7 feet of the exterior wedge of soil in front of the wall and above the bottom of the canal was neglected in the analyses. The remainder of the exterior soil wedge was considered with low strength properties and unit weight.

The sheet pile wall options above were designed to prevent soils from behind the wall from continuing to shift towards the canal. However, some sloughing of soils in front of the wall towards the canal may continue after installation of the sheet pile wall.

Corrosion Protection: Corrosion series testing was not performed as part of this evaluation. However, based on the FDOT Corrosion Maps, the site is located in an area considered “extremely aggressive” for steel and concrete design purposes. Protective coating or sacrificial thickness of steel should be considered with regards to the corrosive environment.

Turbidity Control: Turbidity should be controlled in accordance with water management district and other governing requirements.

Future Excavations: Future excavation or dredging in the canal should consider the sheet pile wall. Removal of soils in front of the sheet pile walls may cause movement of the sheet pile wall and possibly failure of the wall. Additional dredging should not be attempted without further engineering evaluation.

5.0 GENERAL COMMENTS

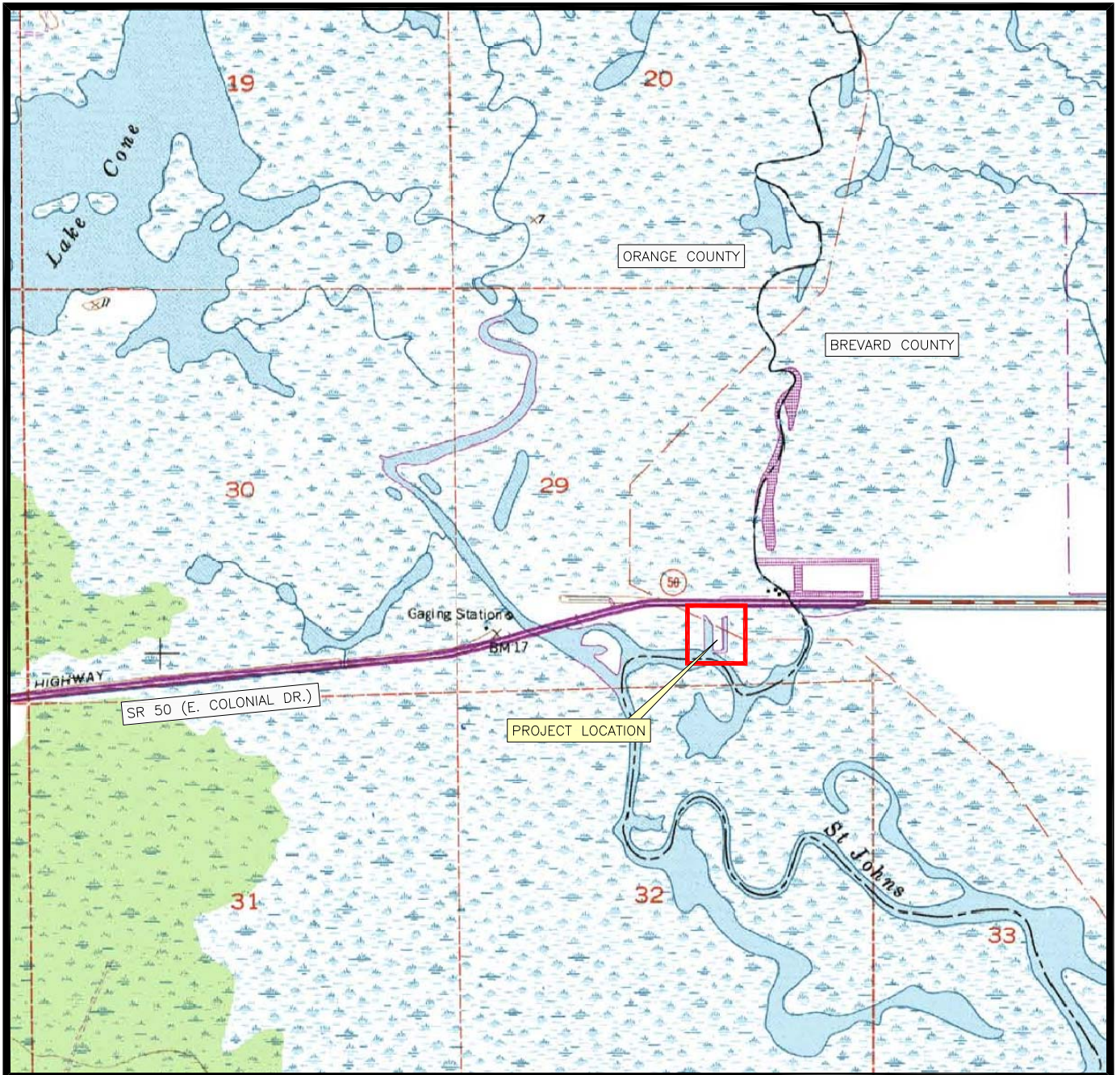
The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

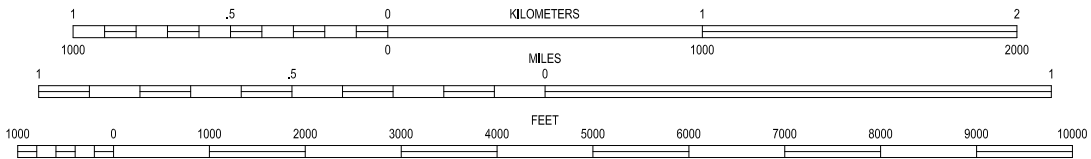
This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either expressed or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Nodarse/Page One reviews the changes and either verifies or modifies the conclusions of this report in writing.

APPENDIX A

FIELD EXPLORATION



SCALE 1:24 000



CONTOUR INTERVAL 5 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

SECTION: 29
TOWNSHIP: 22 SOUTH
RANGE: 34 EAST

TITUSVILLE SW, FLORIDA
ISSUED: 1953 REVISED: 1980
7.5 MINUTE SERIES (QUADRANGLE)



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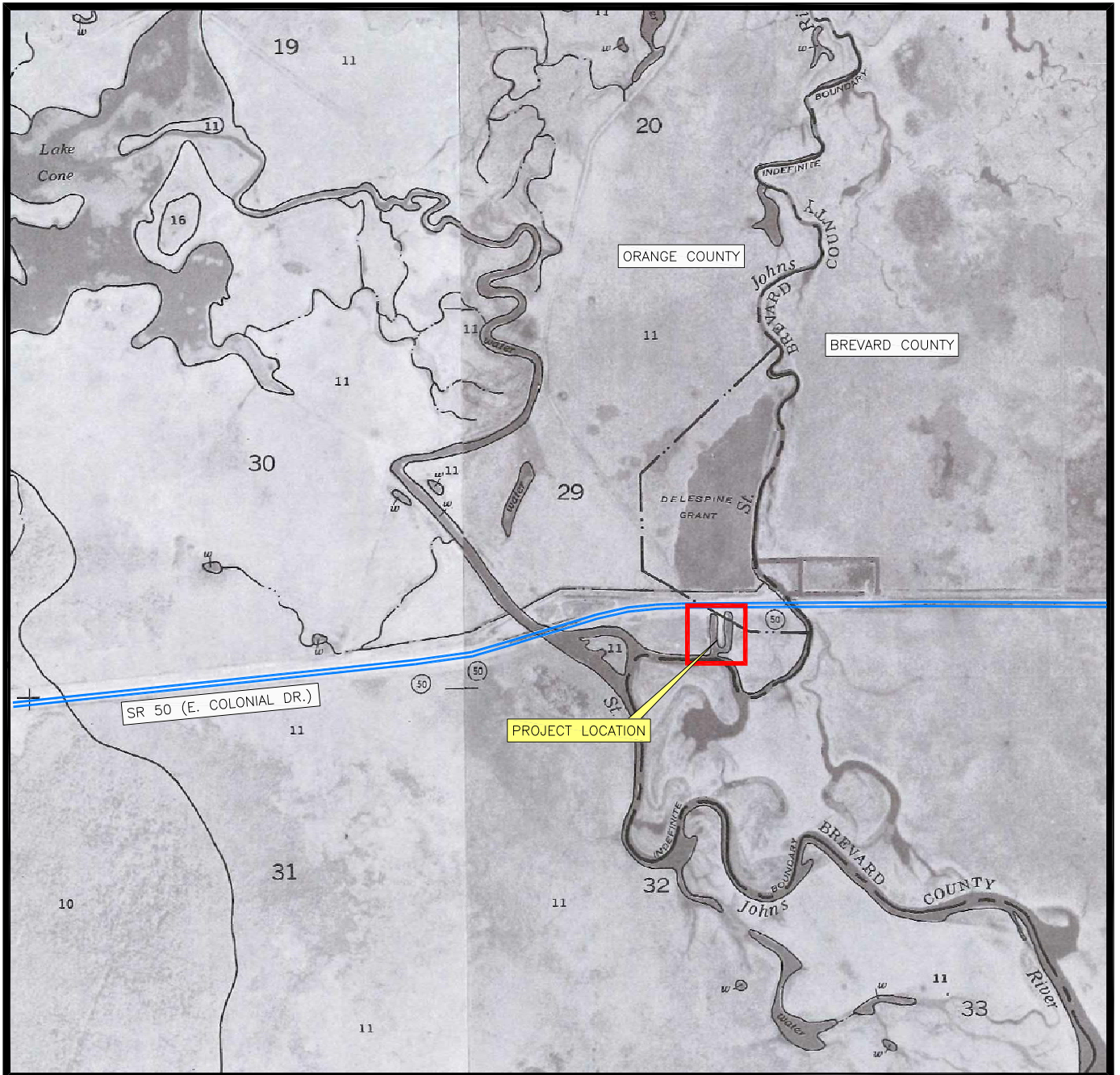
Project Mngr:	SM	Project No.	AK145004
Drawn By:	SW	Scale:	AS SHOWN
Checked By:	SM	File No.	AK145004-1
Approved By:	JWC	Date:	8-7-14

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Joint Venture

USGS TOPOGRAPHIC MAP
GEOTECHNICAL ENGINEERING EVALUATION
STATE ROAD 50 / ST. JOHNS RIVER BOAT RAMP REPAIR
E. COLONIAL DRIVE
ORANGE COUNTY, FLORIDA

EXHIBIT
A-1

Aug08, 2014-1:08pm N:\Projects\2014\AK145004\PROJECT DOCUMENTS (Reports-Letters-Drafts to Clients)\cdd\5004-usda.dwg



SCALE 1" = 2000'



U.S.D.A. SOIL SURVEY FOR ORANGE COUNTY, FLORIDA
ISSUED: 1989

SECTION: 29
TOWNSHIP: 22 SOUTH
RANGE: 34 EAST

ORANGE COUNTY SOILS MAP INDEX
11 FLORIDANA AND CHOBEE SOILS,
FREQUENTLY FLOODED



Project Mngr:	SM	Project No.	AK145004
Drawn By:	SW	Scale:	AS SHOWN
Checked By:	SM	File No.	AK145004-2
Approved By:	JWC	Date:	8-7-14

Nodarse / Page One
Joint Venture

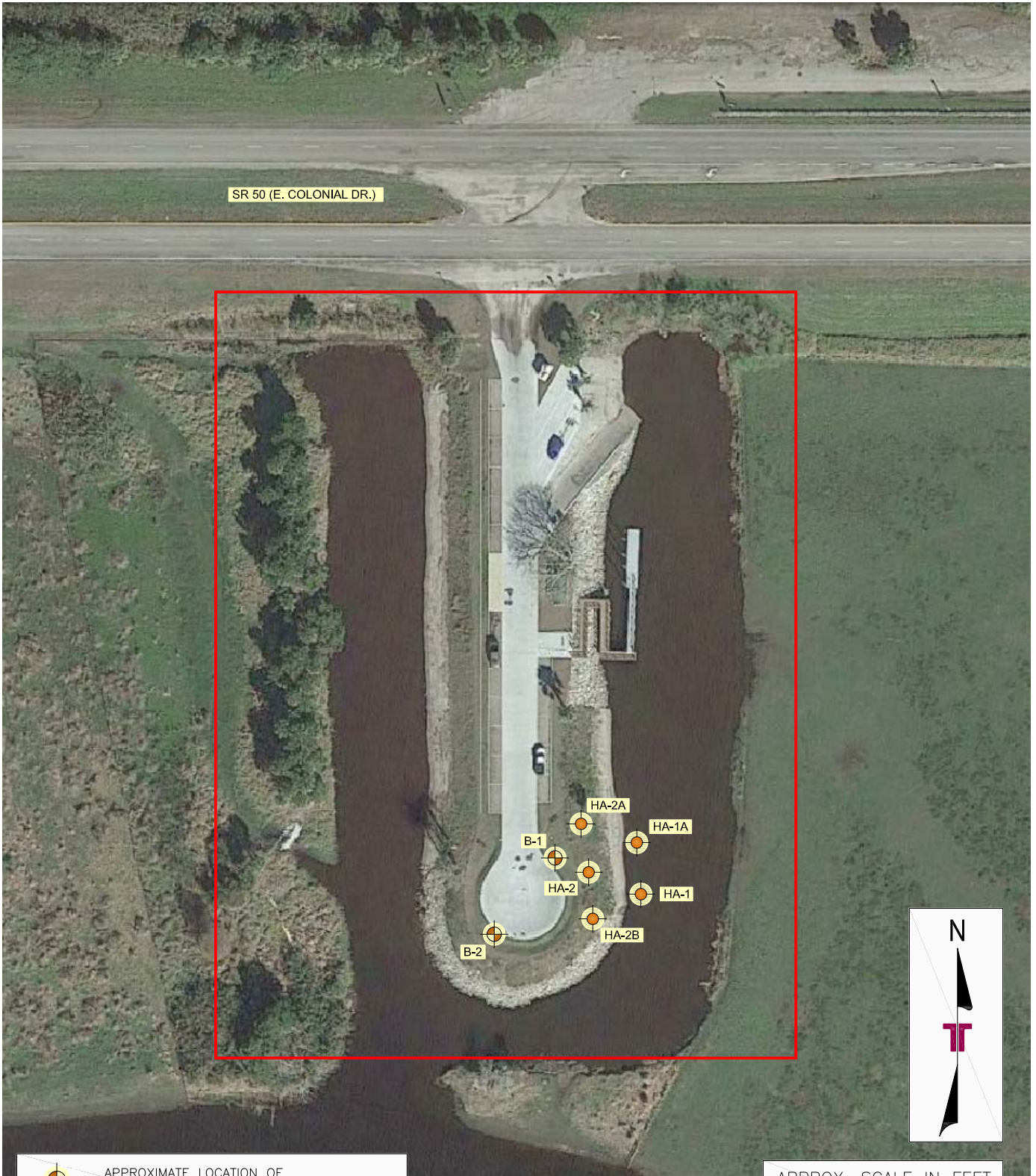
U.S.D.A. SOILS MAP
GEOTECHNICAL ENGINEERING EVALUATION
STATE ROAD 50 / ST. JOHNS RIVER BOAT RAMP REPAIR
E. COLONIAL DRIVE
ORANGE COUNTY, FLORIDA



EXHIBIT
A-2

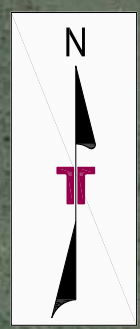
Soil Survey Descriptions

11 – Floridana and Chobee soils, frequently flooded. This soil map unit is nearly level and very poorly drained. It is typically found on the flood plains of the St. Johns River and its major tributaries. In its natural state, during years of normal rainfall, this soil map unit has a seasonal high groundwater table within 10 inches (0.8 feet) of the surface for more than 6 months. This soil map unit is flooded for very long periods following heavy, intense rains. A surficial organic layer is normally associated with this soil map unit, ranging in thickness from 14 inches (1.2 feet; Floridana soil) to 12 inches (1.0 feet; Chobee soil). Typical organic contents of the organic layer range from 6 to 15 percent (Floridana soil) to 2 to 7 percent (Chobee soil). Otherwise, the surficial layer of Floridana soil exists as sand with silt to silty sand (USCS Classification symbol SP-SM) and the surficial layer of Chobee soil exists as silty sand (USCS Classification symbol SM). Beneath the surficial layer, Floridana soil is predominantly sandy to a depth of 28 inches (2.3 feet), and in turn exists as silty clayey sand to clayey sand (USCS Classification symbol SC-SM to SC) to the maximum defined depth of 80 inches (6.7 feet). Beneath the surficial layer, Chobee soil exists as clayey sand (USCS Classification symbol SC) to a depth of 56 inches (4.7 feet), and in turn silty sand to clayey sand (USCS Classification symbol SM to SC) to the maximum defined depth of 80 inches (6.7 feet).

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-  APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING
-  APPROXIMATE LOCATION OF AUGER BORING



Project Mngr:	SM	Project No.	AK145004
Drawn By:	SW	Scale:	AS SHOWN
Checked By:	SM	File No.	AK145004-4
Approved By:	JWC	Date:	8-7-14

Nodarse / Page One
Joint Venture

SOIL BORING LOCATION PLAN
 GEOTECHNICAL ENGINEERING EVALUATION
 STATE ROAD 50 / ST. JOHNS RIVER BOAT RAMP REPAIR
 E. COLONIAL DRIVE
 ORANGE COUNTY, FLORIDA

EXHIBIT

A-4

Field Exploration Description

The borings were located in the field by measuring from existing features on as-built construction plans.

The SPT soil borings were drilled with a mini-rig-mounted, rotary drilling rig equipped with a rope and cathead safety hammer. The boreholes were advanced with a cutting head and stabilized with the use of bentonite (drillers' mud). Soil samples were obtained by the split spoon sampling procedure in general accordance with the Standard Penetration Test (SPT) procedure. In the split spoon sampling procedure, the number of blows required to advance the sampling spoon the last 12 inches of an 18-inch penetration or the middle 12 inches of a 24-inch penetration by means of a 140-pound hammer with a free fall of 30 inches, is the standard penetration resistance value (N). This value is used to estimate the in-situ relative density of cohesionless soils and the consistency of cohesive soils. The sampling depths and penetration distance, plus the standard penetration resistance values, are shown on the boring logs.

The hand auger boring procedure consisted of manually turning a 3 inch diameter, 6 inch long sampler into the soil until it is full. The sampler was then retrieved and the soils in the sampler were visually examined and classified. The procedure was repeated until the desired termination depth was achieved. Samples of representative strata were obtained for further visual examination and classification in our laboratory.

Portions of the samples from the borings were sealed in glass jars to reduce moisture loss, and then the jars were taken to our laboratory for further observation and classification. Upon completion, the boreholes were backfilled with the site soil.

Field logs of each boring were prepared by the drill crew. These logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The boring logs included with this report represent an interpretation of the field logs and include modifications based on laboratory observation of the samples.

BORING LOG NO. B-1

PROJECT: SR 50 / ST. JOHNS RIVER BOAT RAMP REPAIR

CLIENT: Orange County Capital Projects

**SITE: East Colonial Drive
Orange County, Florida**

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO LOG-DEPTH TO BOTTOM OF PAGE AK145004-SPT BORINGS GINT.GPJ TEMPLATE UPDATE 3-31-14.GPJ 11/4/14

GRAPHIC LOG	LOCATION See Exhibit A-4	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	ATTERBERG LIMITS		PERCENT FINES
								LL-PL-PI		
	SILTY SAND (SM) , trace clay, fine grained, brown, loose	1.5		X	3-3-2-3 N=5					
	CLAY (CH) , gray to dark brown, medium stiff to stiff			X	6-6-4-5 N=10		47	92-20-72	84	
	trace shell at 6'			X	4-4-4-4 N=8					
		7.5		X	4-3-3-2 N=6					
	CLAY (CH) , with seams of dark brown organic clay, gray, soft to medium stiff			X	4-4-4-4 N=8		41	76-21-55	82	
			▽							
		15		X	1-1-2 N=3					
				X	3-1-2 N=3					
	CLAY (CH) , light gray, soft to medium stiff	18.5		X	3-2-2 N=4		52	95-28-67	73	

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Rope and Cathead

Advancement Method: Mud Rotary	See Exhibit A-5 for description of field procedures See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	Notes:
Abandonment Method:		
WATER LEVEL OBSERVATIONS		
▽ Observed Groundwater Level at 13'-15' Depth		
Boring Started: 7/24/2014		Boring Completed: 7/24/2014
Drill Rig: BR2500		Driller: Terracon
Project No.: AK 14 5004		Exhibit: A-6

Terracon
1675 Lee Road
Winter Park, Florida

BORING LOG NO. B-1

PROJECT: SR 50 / ST. JOHNS RIVER BOAT RAMP REPAIR

CLIENT: Orange County Capital Projects

**SITE: East Colonial Drive
Orange County, Florida**

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO LOG-DEPTH TO BOTTOM OF PAGE AK145004-SPT BORINGS GINT.GPJ TEMPLATE UPDATE 3-31-14.GPJ 11/4/14

GRAPHIC LOG	LOCATION See Exhibit A-4	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	ATTERBERG LIMITS	
	DEPTH							LL-PL-PI	PERCENT FINES
	CLAY (CH) , light gray, soft to medium stiff <i>(continued)</i>	28.5							
	SILTY SAND (SM) , fine grained, greenish-gray to gray, loose	30		X	3-2-2 N=4		37		17
		35		X	3-2-2 N=4				
	CLAY (CH) , gray, stiff	38.5		X	5-5-6 N=11				
		43.5		X	7-8-7 N=15				
	SAND WITH SILT (SP-SM) , fine grained, light gray, medium dense	45		X	6-9-9 N=18		22		6
	Boring Terminated at 50 Feet	50		X					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Rope and Cathead

Advancement Method: Mud Rotary	See Exhibit A-5 for description of field procedures	Notes:
Abandonment Method:	See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	
WATER LEVEL OBSERVATIONS		
▽ Observed Groundwater Level at 13'-15' Depth		

1675 Lee Road
Winter Park, Florida

Boring Started: 7/24/2014	Boring Completed: 7/24/2014
Drill Rig: BR2500	Driller: Terracon
Project No.: AK 14 5004	Exhibit: A-6

BORING LOG NO. B-2

PROJECT: SR 50 / ST. JOHNS RIVER BOAT RAMP REPAIR

CLIENT: Orange County Capital Projects

**SITE: East Colonial Drive
Orange County, Florida**

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO LOG-DEPTH TO BOTTOM OF PAGE AK145004-SPT BORINGS GINT.GPJ TEMPLATE UPDATE 3-31-14.GPJ 11/4/14

GRAPHIC LOG	LOCATION See Exhibit A-4	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	ATTERBERG LIMITS		PERCENT FINES
	DEPTH							LL-PL-PI		
1.5	SILTY SAND (SM) , trace clay and shell, fine grained, dark brown, loose			X	2-2-2-2 N=4					
1.5	ORGANIC CLAY (OH) , dark brown, stiff			X	5-6-6-6 N=12	13	38			
5				X	5-6-6-6 N=12	11	35			
8.0	CLAY (CH) , organic clay seam, dark brown, medium stiff			X	4-4-4-4 N=8					
9.5	CLAYEY SAND (SC) , fine grained, gray-brown, loose			X	4-4-3-4 N=7					
13.5	SANDY CLAY (CL) , gray, soft		▽	X	2-1-2 N=3		24	43-16-27	50	
18.5	CLAY (CH) , gray, medium stiff			X	3-2-3 N=5					
25				X	3-3-4 N=7					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Rope and Cathead

Advancement Method: Mud Rotary	See Exhibit A-5 for description of field procedures See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	Notes:
Abandonment Method:		
WATER LEVEL OBSERVATIONS		Boring Started: 7/24/2014 Boring Completed: 7/24/2014
▽ Observed Groundwater Level at 13'-15' Depth	1675 Lee Road Winter Park, Florida	Drill Rig: BR2500 Project No.: AK 14 5004 Driller: Terracon Exhibit: A-7

BORING LOG NO. B-2

PROJECT: SR 50 / ST. JOHNS RIVER BOAT RAMP REPAIR

CLIENT: Orange County Capital Projects

**SITE: East Colonial Drive
Orange County, Florida**

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO LOG-DEPTH TO BOTTOM OF PAGE AK145004-SPT BORINGS GINT.GPJ TEMPLATE UPDATE 3-31-14.GPJ 11/4/14

GRAPHIC LOG	LOCATION See Exhibit A-4	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	ATTERBERG LIMITS		PERCENT FINES
	DEPTH							LL-PL-PI		
	CLAY (CH) , gray, medium stiff <i>(continued)</i>									
		28.5								
	CLAYEY SAND (SC) , fine grained, brown to gray, loose			X	3-3-3 N=6					
		30								
				X	2-2-2 N=4					
		35								
	SANDY CLAY (CH) , gray, stiff			X	4-6-4 N=10		32	65-20-45	69	
		38.5								
	SILTY SAND (SM) , trace clay, fine grained, light gray, medium dense			X	4-7-9 N=16					
		43.5								
	SILTY SAND (SM) , fine grained, light gray, medium dense			X	5-7-7 N=14		21			12
		48.5								
	Boring Terminated at 50 Feet	50.0								

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Rope and Cathead

Advancement Method:
Mud Rotary

See Exhibit A-5 for description of field procedures

Notes:

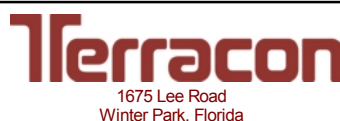
Abandonment Method:

See Appendix B for description of laboratory procedures and additional data (if any).

See Appendix C for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

▽ Observed Groundwater Level at 13'-15' Depth



Boring Started: 7/24/2014

Boring Completed: 7/24/2014

Drill Rig: BR2500

Driller: Terracon

Project No.: AK 14 5004

Exhibit: A-7

BORING LOG NO. HA-1

PROJECT: SR 50 / ST. JOHNS RIVER BOAT RAMP REPAIR

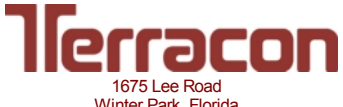
CLIENT: Orange County Capital Projects

**SITE: East Colonial Drive
Orange County, Florida**

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO LOG-DEPTH TO BOTTOM OF PAGE. AK145004-HAND BORINGS GINT.GPJ TEMPLATE UPDATE 3-31-14.GPJ 11/4/14

GRAPHIC LOG	LOCATION See Exhibit A-4	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	ATTERBERG LIMITS	
	DEPTH							LL-PL-PI	PERCENT FINES
4.0	SANDY CLAY (CL) , with gravel, gray								
8.0	SANDY CLAY (CH) , dark gray	5							
	Boring Terminated at 8 Feet	10							
		15							

Stratification lines are approximate. In-situ, the transition may be gradual.

Advancement Method: Hand Auger	See Exhibit A-5 for description of field procedures See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	Notes:
Abandonment Method:		
WATER LEVEL OBSERVATIONS		Boring Started: 5/30/2014 Boring Completed: 5/30/2014 Drill Rig: Driller: Terracon Project No.: AK 14 5004 Exhibit: A-8

BORING LOG NO. HA-1A

PROJECT: SR 50 / ST. JOHNS RIVER BOAT RAMP REPAIR

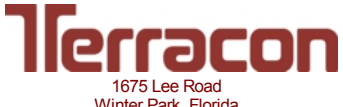
CLIENT: Orange County Capital Projects

**SITE: East Colonial Drive
Orange County, Florida**

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GRAPHIC LOG	LOCATION See Exhibit A-4	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	ATTERBERG LIMITS	
	DEPTH							LL-PL-PI	PERCENT FINES
	CLAY (CH) , with gravel, dark gray	4.0							
	ORGANIC CLAY (OH) , black	8.0							
	Boring Terminated at 8 Feet								
		10							
		15							

Stratification lines are approximate. In-situ, the transition may be gradual.

Advancement Method: Hand Auger	See Exhibit A-5 for description of field procedures See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	Notes:
Abandonment Method:		
WATER LEVEL OBSERVATIONS		Boring Started: 5/30/2014 Boring Completed: 5/30/2014 Drill Rig: Driller: Terracon Project No.: AK 14 5004 Exhibit: A-9

BORING LOG NO. HA-2

PROJECT: SR 50 / ST. JOHNS RIVER BOAT RAMP REPAIR

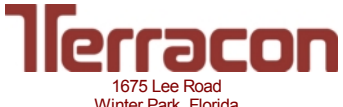
CLIENT: Orange County Capital Projects

**SITE: East Colonial Drive
Orange County, Florida**

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GRAPHIC LOG	LOCATION See Exhibit A-4	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	ATTERBERG LIMITS	
								LL-PL-PI	PERCENT FINES
2.0	SILTY SAND (SM) , with gravel, fine grained, orange to gray								
10.0	CLAY TO SANDY CLAY (CH) , dark gray to black	5							
	Boring Terminated at 10 Feet	10							
		15							

Stratification lines are approximate. In-situ, the transition may be gradual.

Advancement Method: Hand Auger	See Exhibit A-5 for description of field procedures See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	Notes:
Abandonment Method:		
WATER LEVEL OBSERVATIONS		Boring Started: 5/30/2014 Boring Completed: 5/30/2014 Drill Rig: Driller: Terracon Project No.: AK 14 5004 Exhibit: A-10

BORING LOG NO. HA-2A

PROJECT: SR 50 / ST. JOHNS RIVER BOAT RAMP REPAIR

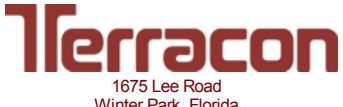
CLIENT: Orange County Capital Projects

**SITE: East Colonial Drive
Orange County, Florida**

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GRAPHIC LOG	LOCATION See Exhibit A-4	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	ATTERBERG LIMITS	
								LL-PL-PI	PERCENT FINES
	SILTY SAND (SM) , with gravel, fine grained, orange to dark brown	3.0							
	CLAY (CH) , with sand lenses, dark gray	8.0							
	Boring Terminated at 8 Feet								
		10							
		15							

Stratification lines are approximate. In-situ, the transition may be gradual.

Advancement Method: Hand Auger	See Exhibit A-5 for description of field procedures See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	Notes:
Abandonment Method:		
WATER LEVEL OBSERVATIONS		Boring Started: 5/30/2014 Boring Completed: 5/30/2014 Drill Rig: Driller: Terracon Project No.: AK 14 5004 Exhibit: A-11

BORING LOG NO. HA-2B

PROJECT: SR 50 / ST. JOHNS RIVER BOAT RAMP REPAIR

CLIENT: Orange County Capital Projects

**SITE: East Colonial Drive
Orange County, Florida**

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GRAPHIC LOG	LOCATION See Exhibit A-4	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	ATTERBERG LIMITS	PERCENT FINES
	DEPTH							LL-PL-PI	
1.0	SAND (SP) , with gravel, fine grained, gray								
3.0	SAND (SP) , cemented (hardpan), fine grained, orange-brown								
7.0	CLAY (CH) , dark gray to black	5							
	Boring Terminated at 7 Feet	10							
		15							

Stratification lines are approximate. In-situ, the transition may be gradual.

Advancement Method: Hand Auger	See Exhibit A-5 for description of field procedures See Appendix B for description of laboratory procedures and additional data (if any). See Appendix C for explanation of symbols and abbreviations.	Notes:
Abandonment Method:		
WATER LEVEL OBSERVATIONS	<p style="font-size: small; text-align: center;">1675 Lee Road Winter Park, Florida</p>	Boring Started: 5/30/2014 Boring Completed: 5/30/2014 Drill Rig: Driller: Terracon Project No.: AK 14 5004 Exhibit: A-12

APPENDIX B

LABORATORY TESTING

Laboratory Testing

During the field exploration, a portion of each recovered sample was sealed in a glass jar and transported to our laboratory for further visual observation and laboratory testing. Selected samples retrieved from the borings were tested for moisture (water) content, organic content, and Atterberg Limits. Those results are included in this report on the respective boring logs. The visual-manual classifications were modified as appropriate based upon the laboratory testing results.










The soil samples were classified in general accordance with the appended General Notes and the Unified Soil Classification System based on the material's texture and plasticity. The estimated group symbol for the Unified Soil Classification System is shown on the boring logs and a brief description of the Unified Soil Classification System is included in Appendix C. The results of our laboratory testing are presented on the corresponding borings logs.

APPENDIX C

SUPPORTING DOCUMENTS

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

SAMPLING	 Auger Cuttings  Grab Sample  Shelby Tube	 Rock Core  No Recovery  Standard Penetration Test	WATER LEVEL	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	FIELD TESTS	(HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer
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DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS	RELATIVE DENSITY OF COARSE-GRAINED SOILS <small>(More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance</small>		CONSISTENCY OF FINE-GRAINED SOILS <small>(50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance</small>		
	Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (psf)	Standard Penetration or N-Value Blows/Ft.
	Very Loose	0 - 3	Very Soft	less than 500	0 - 1
	Loose	4 - 9	Soft	500 to 1,000	2 - 4
	Medium Dense	10 - 29	Medium Stiff	1,000 to 2,000	4 - 8
	Dense	30 - 50	Stiff	2,000 to 4,000	8 - 15
	Very Dense	> 50	Very Stiff	4,000 to 8,000	15 - 30
			Hard	> 8,000	> 30

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300 mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1 - 10
Medium	11 - 30
High	> 30

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification		
				Group Symbol	Group Name ^B	
Coarse Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F	
			$Cu < 4$ and/or $1 > Cc > 3$ ^E	GP	Poorly graded gravel ^F	
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}	
			Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}	
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I	
			$Cu < 6$ and/or $1 > Cc > 3$ ^E	SP	Poorly graded sand ^I	
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G,H,I}	
			Fines classify as CL or CH	SC	Clayey sand ^{G,H,I}	
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}	
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}	
		Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K,L,M,N}
			Liquid limit - not dried		OH	Organic silt ^{K,L,M,O}
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K,L,M}	
			PI plots below "A" line	MH	Elastic Silt ^{K,L,M}	
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K,L,M,P}
			Liquid limit - not dried		OH	Organic silt ^{K,L,M,Q}
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat	

^A Based on the material passing the 3-inch (75-mm) sieve

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$E \quad Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

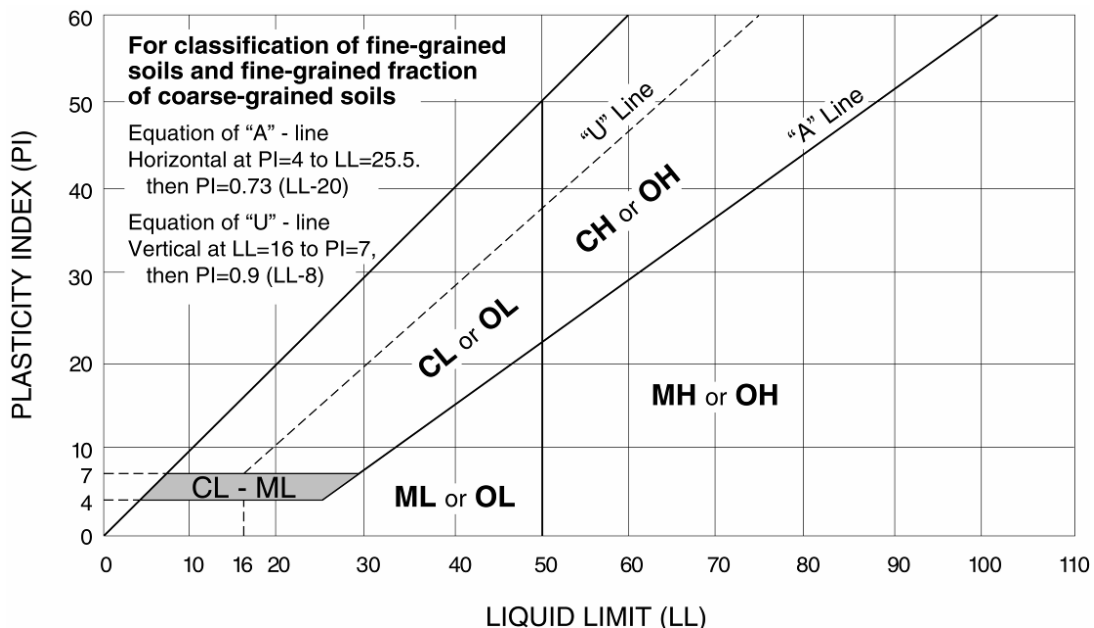
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

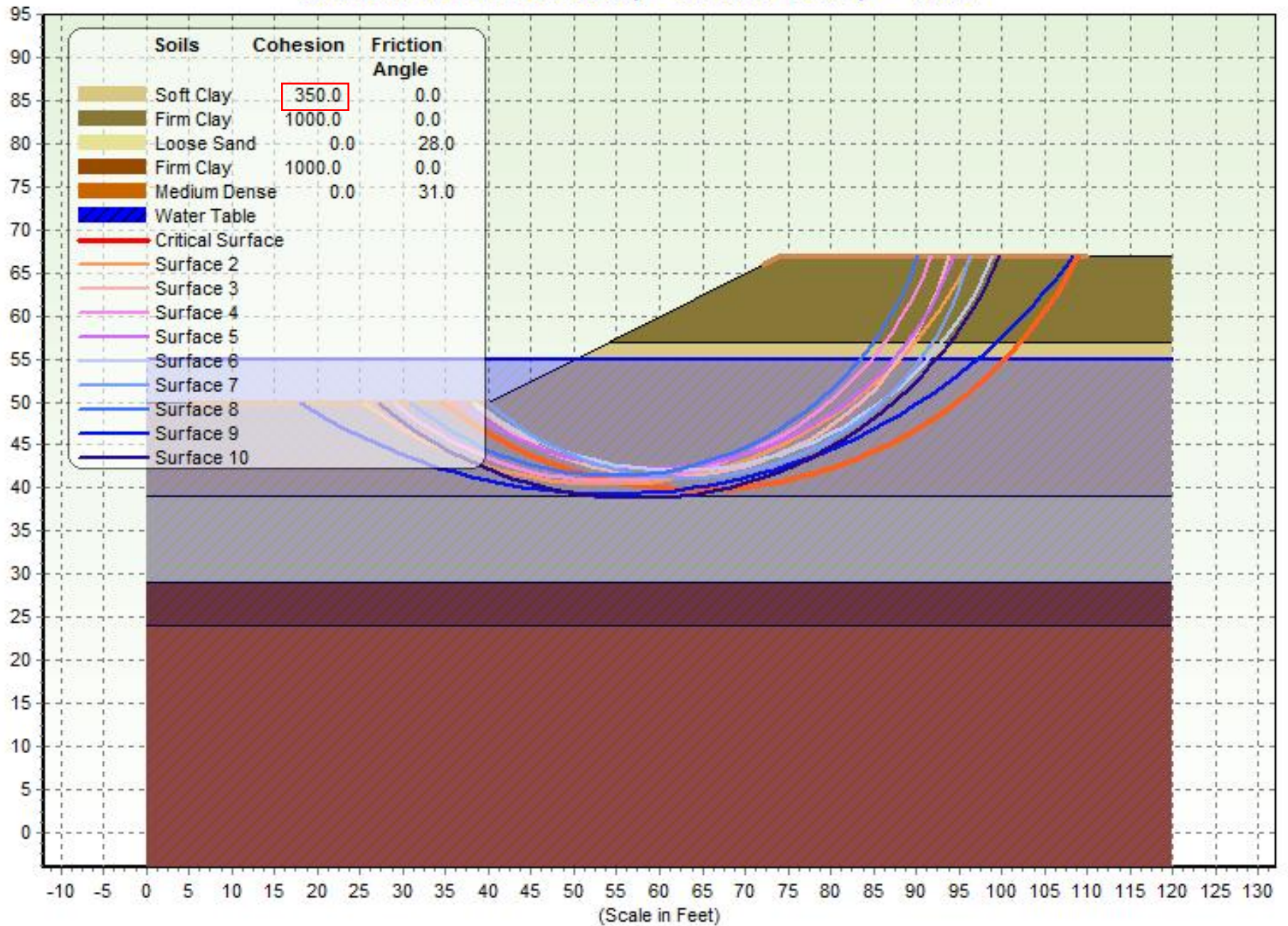


APPENDIX D

SLOPE STABILITY

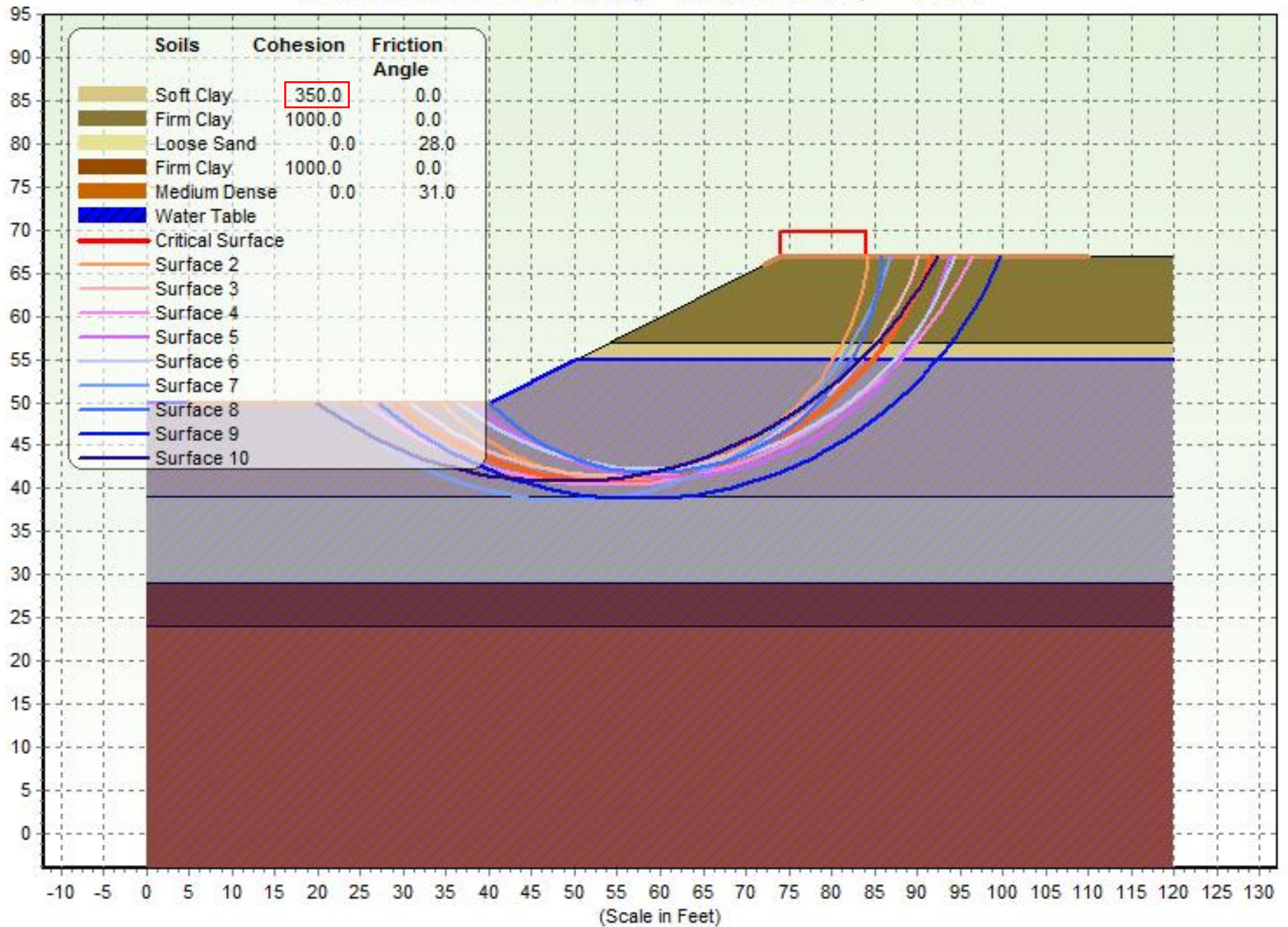
Design Slope, no dewatering, no surcharge

Problem: SR 50 Boat Ramp - FS Min- Bishop = 1.487

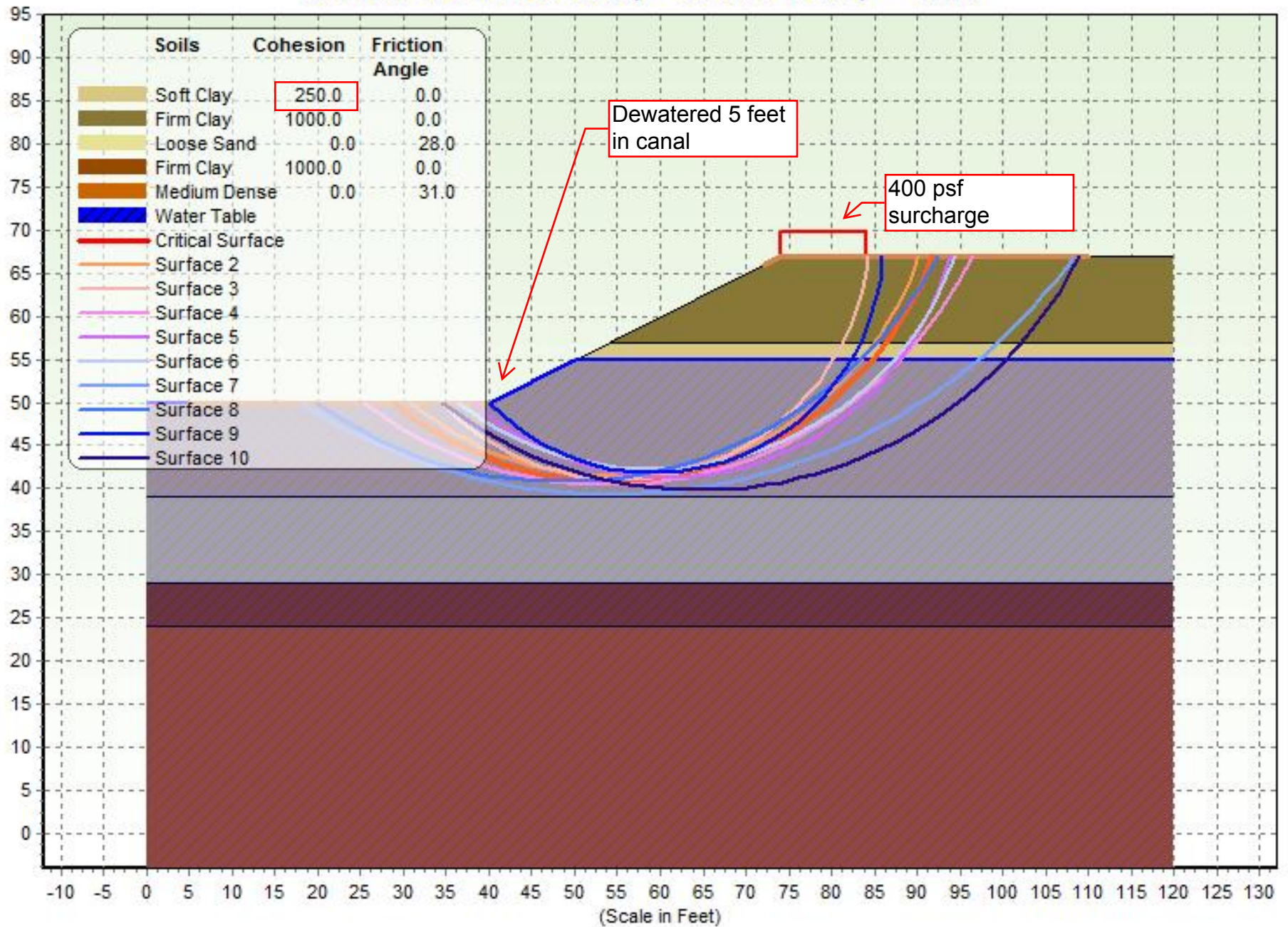


Design section, dewatered 5 ft, 4 ft surcharge near edge

Problem: SR 50 Boat Ramp - FS Min- Bishop = 1.224



Problem: SR 50 Boat Ramp - FS Min- Bishop = 0.991



APPENDIX E

SHEET PILE ANALYSES

TABLE E1
State Road 50/St. Johns River Boat Ramp
Orange County, Florida
Project No.AK145004

Steel Sheet Pile Wall Data Table

Construction Information***								Design Parameters***					
Condition	Total Pile Length (ft)	Minimum Section Modulus (in ³)		Maximum Allowable Bending Moment (foot-lb)	Maximum Allowable Deflection (in)	Minimum Required Moment of Inertia (in ⁴)	Maximum Scaled Deflection (lb-in ³)**	Wall Top Elevation (feet)	Soil Elevation		Water Elevation		Design Live Load (psf) ²
		A-328 (f _y = 36 ksi)*	A-572 (f _y = 50 ksi)*						Front of Wall (feet) ³	Back of Wall (feet)	Front of Wall (feet)	Back of Wall (feet)	
Cantilever	36	43.4	32.1	84,590	1	361.2	9.85 x 10 ⁹	+17	+7	+17	+2	+7	150
Anchored ¹	26	7.1	5.1	13,810	1	26.1	7.59 x 10 ⁸	+17	+7	+17	+2	+7	150

Notes:

(1) Anchor System consist of 9.5 foot sheet pile installed 25 feet behind wall. Horizontal force in anchor ties installed at 15 foot centers is 56.5 kips.

(2) Design Load applied at 5 feet from the top of slope.

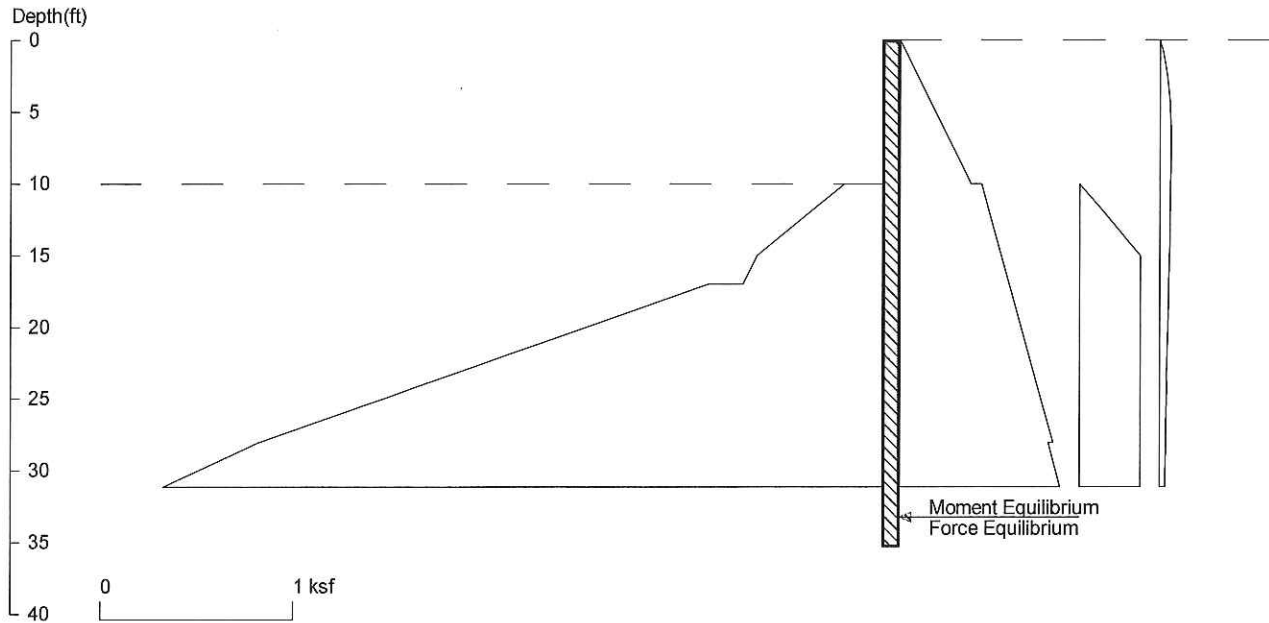
(3) The upper 7 feet of soils in front of the wall was not considered in the analysis.

* Allowable design stress. Based on 65% of the yield stress (f_y) for hot-rolled sections.

** Divide maximum scaled deflection by Modulus of Elasticity (lb/in²) times the Moment of Inertia (in⁴) to obtain deflection (in).

*** The design parameters indicated in this table were used in sheet pile wall analysis. If the contractor plans operations which exceed the design parameters shown above, it is the Contractor's responsibility to redesign and construct the walls accordingly. Safety factors of 1.5 and 1.0 were applied to the passive and active soil pressures, respectively in evaluation of the minimum required sheet pile section for all scenarios and for pile tip elevation in anchored scenarios. A safety factor of 1.0 for both active and passive pressures was used in pile tip elevation for cantilevered scenarios. The sheet pile analysis and section properties are per 1-foot of wall. If groundwater elevations vary significantly from those shown in this table, the design engineer should be notified immediately in order to re-evaluate the parameters presented in this table.

SR 50 Boat Ramp (Cantilever; FOS = 1 passive)



<ShoringSuite> CIVILTECH SOFTWARE USA www.civiltech.com

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Date: 11/4/2014

Wall Height=10.0 Pile Diameter=1.0 Pile Spacing=1.0 Wall Type: 1. Sheet Pile

PILE LENGTH: Min. Embedment=25.33 **Min. Pile Length=35.33** (in graphics and analysis)
MOMENT IN PILE: Max. Moment=48.35 per Pile Spacing=1.0 at Depth=23.63

PILE SELECTION:

Request Min. Section Modulus = 24.8 in³/ft=1333.03 cm³/m, F_y= 36 ksi = 248 MPa, F_b/F_y=0.65
PZ35 has Section Modulus = 48.5 in³/ft=2607.36 cm³/m. It is greater than Min. Requirements!
Top Deflection = 0.94(in) based on E (ksi)=29000.00 and I (in⁴)/foot=361.2

DRIVING PRESSURES (ACTIVE, WATER, & SURCHARGE):

Z1	P1	Z2	P2	Slope
*	Above	Base		
0.000	0.000	10.000	0.370	0.037048
*	Below	Base		
10.000	0.428	28.000	0.798	0.020569
28.000	0.776	38.000	0.958	0.018247
*	Water	Pres.		
10.000	0.000	15.000	0.312	0.062400
15.000	0.312	90.000	0.312	0.000000
*	Sur-	charge		
0.000	0.000	0.850	0.014	0.016830
0.850	0.014	1.700	0.027	0.014882
1.700	0.027	2.550	0.037	0.011794
2.550	0.037	3.400	0.044	0.008542
3.400	0.044	4.250	0.049	0.005740
4.250	0.049	5.100	0.052	0.003585
5.100	0.052	5.950	0.054	0.002027
5.950	0.054	6.800	0.055	0.000935
6.800	0.055	7.650	0.055	0.000180

Scaled Deflection
= $9.85 \times 10^9 \text{ lb} \cdot \text{in}^3$

7.650	0.055	8.500	0.055	-0.000340
8.500	0.055	9.350	0.054	-0.000699
9.350	0.054	10.200	0.053	-0.000947
10.200	0.053	11.050	0.052	-0.001118
11.050	0.052	11.900	0.051	-0.001236
11.900	0.051	12.750	0.050	-0.001315
12.750	0.050	13.600	0.049	-0.001366
13.600	0.049	14.450	0.048	-0.001398
14.450	0.048	15.300	0.046	-0.001415
15.300	0.046	16.150	0.045	-0.001420
16.150	0.045	17.000	0.044	-0.001417
17.000	0.044	18.700	0.042	-0.001401
18.700	0.042	20.400	0.039	-0.001364
20.400	0.039	22.100	0.037	-0.001317
22.100	0.037	23.800	0.035	-0.001264
23.800	0.035	25.500	0.033	-0.001206
25.500	0.033	27.200	0.031	-0.001147
27.200	0.031	28.900	0.029	-0.001087
28.900	0.029	30.600	0.027	-0.001027
30.600	0.027	32.300	0.026	-0.000969
32.300	0.026	34.000	0.024	-0.000912
34.000	0.024	37.400	0.021	-0.000831

PASSIVE PRESSURES:

Z1	P1	Z2	P2	Slope
*	Below	Base		
10.000	0.200	15.000	0.650	0.090000
15.000	0.650	17.000	0.725	0.037600
17.000	0.900	28.000	3.231	0.211864
28.000	3.235	38.000	4.831	0.159582

ACTIVE SPACING:

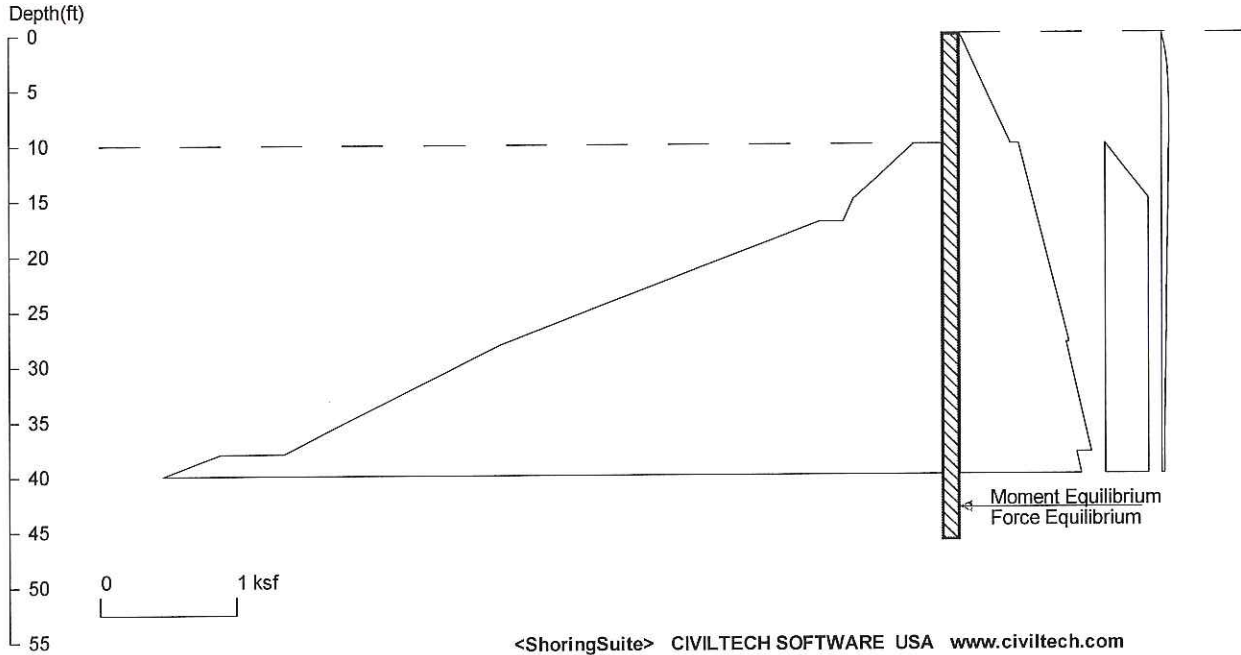
No.	Z depth	Spacing
1	0.00	1.00
2	10.00	1.00

PASSIVE SPACING:

No.	Z depth	Spacing
1	0.00	1.00

UNITS: Width, Spacing, Diameter, Length, and Depth - ft; Force - kip; Moment - kip-ft
Friction, Bearing, and Pressure - ksf; Pres. Slope - kip/ft³; Deflection - in

SR 50 Boat Ramp (Cantilever; FOS = 1.5 passive)



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File: UNTITLED

Date: 11/4/2014

Wall Height=10.0 Pile Diameter=1.0 Pile Spacing=1.0 Wall Type: 1. Sheet Pile

PILE LENGTH: Min. Embedment=35.96 Min. Pile Length=45.96 (in graphics and analysis)
MOMENT IN PILE: Max. Moment=84.59 per Pile Spacing=1.0 at Depth=29.28

PILE SELECTION:

Request Min. Section Modulus = 43.4 in³/ft=2332.07 cm³/m, F_y= 36 ksi = 248 MPa, F_b/F_y=0.65
PZ35 has Section Modulus = 48.5 in³/ft=2607.36 cm³/m. It is greater than Min. Requirements!
Top Deflection = 2.28(in) based on E (ksi)=29000.00 and I (in⁴)/foot=361.2

DRIVING PRESSURES (ACTIVE, WATER, & SURCHARGE):

Z1	P1	Z2	P2	Slope
*	Above	Base		
0.000	0.000	10.000	0.370	0.037048
*	Below	Base		
10.000	0.428	28.000	0.798	0.020569
28.000	0.776	38.000	0.958	0.018247
38.000	0.852	43.000	0.949	0.019469
43.000	0.829	90.000	1.567	0.015710
*	Water	Pres.		
10.000	0.000	15.000	0.312	0.062400
15.000	0.312	90.000	0.312	0.000000
*	Sur-	charge		
0.000	0.000	0.850	0.014	0.016830
0.850	0.014	1.700	0.027	0.014882
1.700	0.027	2.550	0.037	0.011794
2.550	0.037	3.400	0.044	0.008542
3.400	0.044	4.250	0.049	0.005740
4.250	0.049	5.100	0.052	0.003585
5.100	0.052	5.950	0.054	0.002027

5.950	0.054	6.800	0.055	0.000935
6.800	0.055	7.650	0.055	0.000180
7.650	0.055	8.500	0.055	-0.000340
8.500	0.055	9.350	0.054	-0.000699
9.350	0.054	10.200	0.053	-0.000947
10.200	0.053	11.050	0.052	-0.001118
11.050	0.052	11.900	0.051	-0.001236
11.900	0.051	12.750	0.050	-0.001315
12.750	0.050	13.600	0.049	-0.001366
13.600	0.049	14.450	0.048	-0.001398
14.450	0.048	15.300	0.046	-0.001415
15.300	0.046	16.150	0.045	-0.001420
16.150	0.045	17.000	0.044	-0.001417
17.000	0.044	18.700	0.042	-0.001401
18.700	0.042	20.400	0.039	-0.001364
20.400	0.039	22.100	0.037	-0.001317
22.100	0.037	23.800	0.035	-0.001264
23.800	0.035	25.500	0.033	-0.001206
25.500	0.033	27.200	0.031	-0.001147
27.200	0.031	28.900	0.029	-0.001087
28.900	0.029	30.600	0.027	-0.001027
30.600	0.027	32.300	0.026	-0.000969
32.300	0.026	34.000	0.024	-0.000912
34.000	0.024	37.400	0.021	-0.000831
37.400	0.021	40.800	0.019	-0.000731
40.800	0.019	44.200	0.017	-0.000641
44.200	0.017	47.600	0.015	-0.000560

PASSIVE PRESSURES: Pressures below will be divided by a Factor of Safety =1.5

Z1	P1	Z2	P2	Slope
*	Below	Base		
10.000	0.200	15.000	0.650	0.090000
15.000	0.650	17.000	0.725	0.037600
17.000	0.900	28.000	3.231	0.211864
28.000	3.235	38.000	4.831	0.159582
38.000	5.296	43.000	6.378	0.216404
43.000	7.141	90.000	17.379	0.217845

ACTIVE SPACING:

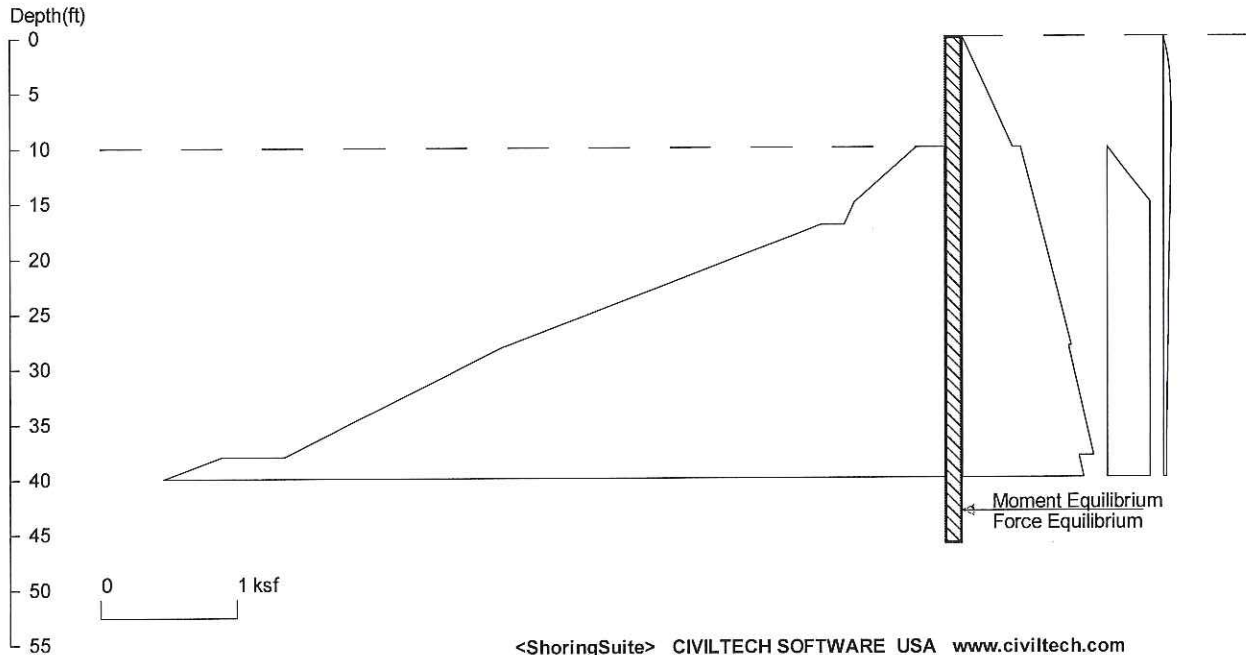
No.	Z depth	Spacing
1	0.00	1.00
2	10.00	1.00

PASSIVE SPACING:

No.	Z depth	Spacing
1	0.00	1.00

UNITS: Width, Spacing, Diameter, Length, and Depth - ft; Force - kip; Moment - kip-ft
Friction, Bearing, and Pressure - ksf; Pres. Slope - kip/ft³; Deflection - in

SR 50 Boat Ramp (Cantilever; FOS = 1.5 passive)



Licensed to S. McMaster Terracon Date: 11/4/2014
File: UNTITLED

Wall Height=10.0 Pile Diameter=1.0 Pile Spacing=1.0 Wall Type: 1. Sheet Pile

PILE LENGTH: Min. Embedment=35.96 Min. Pile Length=45.96 (in graphics and analysis)
MOMENT IN PILE: Max. Moment=84.59 per Pile Spacing=1.0 at Depth=29.28

PILE SELECTION:

Request Min. Section Modulus = 31.2 in³/ft=1679.09 cm³/m, F_y= 50 ksi = 345 MPa, F_b/F_y=0.65
PZ35 has Section Modulus = 48.5 in³/ft=2607.36 cm³/m. It is greater than Min. Requirements!
Top Deflection = 2.28(in) based on E (ksi)=29000.00 and I (in⁴)/foot=361.2

DRIVING PRESSURES (ACTIVE, WATER, & SURCHARGE):

Z1	P1	Z2	P2	Slope
*	Above	Base		
0.000	0.000	10.000	0.370	0.037048
*	Below	Base		
10.000	0.428	28.000	0.798	0.020569
28.000	0.776	38.000	0.958	0.018247
38.000	0.852	43.000	0.949	0.019469
43.000	0.829	90.000	1.567	0.015710
*	Water	Pres.		
10.000	0.000	15.000	0.312	0.062400
15.000	0.312	90.000	0.312	0.000000
*	Sur-	charge		
0.000	0.000	0.850	0.014	0.016830
0.850	0.014	1.700	0.027	0.014882
1.700	0.027	2.550	0.037	0.011794
2.550	0.037	3.400	0.044	0.008542
3.400	0.044	4.250	0.049	0.005740
4.250	0.049	5.100	0.052	0.003585
5.100	0.052	5.950	0.054	0.002027

5.950	0.054	6.800	0.055	0.000935
6.800	0.055	7.650	0.055	0.000180
7.650	0.055	8.500	0.055	-0.000340
8.500	0.055	9.350	0.054	-0.000699
9.350	0.054	10.200	0.053	-0.000947
10.200	0.053	11.050	0.052	-0.001118
11.050	0.052	11.900	0.051	-0.001236
11.900	0.051	12.750	0.050	-0.001315
12.750	0.050	13.600	0.049	-0.001366
13.600	0.049	14.450	0.048	-0.001398
14.450	0.048	15.300	0.046	-0.001415
15.300	0.046	16.150	0.045	-0.001420
16.150	0.045	17.000	0.044	-0.001417
17.000	0.044	18.700	0.042	-0.001401
18.700	0.042	20.400	0.039	-0.001364
20.400	0.039	22.100	0.037	-0.001317
22.100	0.037	23.800	0.035	-0.001264
23.800	0.035	25.500	0.033	-0.001206
25.500	0.033	27.200	0.031	-0.001147
27.200	0.031	28.900	0.029	-0.001087
28.900	0.029	30.600	0.027	-0.001027
30.600	0.027	32.300	0.026	-0.000969
32.300	0.026	34.000	0.024	-0.000912
34.000	0.024	37.400	0.021	-0.000831
37.400	0.021	40.800	0.019	-0.000731
40.800	0.019	44.200	0.017	-0.000641
44.200	0.017	47.600	0.015	-0.000560

PASSIVE PRESSURES: Pressures below will be divided by a Factor of Safety =1.5

Z1	P1	Z2	P2	Slope
*	Below	Base		
10.000	0.200	15.000	0.650	0.090000
15.000	0.650	17.000	0.725	0.037600
17.000	0.900	28.000	3.231	0.211864
28.000	3.235	38.000	4.831	0.159582
38.000	5.296	43.000	6.378	0.216404
43.000	7.141	90.000	17.379	0.217845

ACTIVE SPACING:

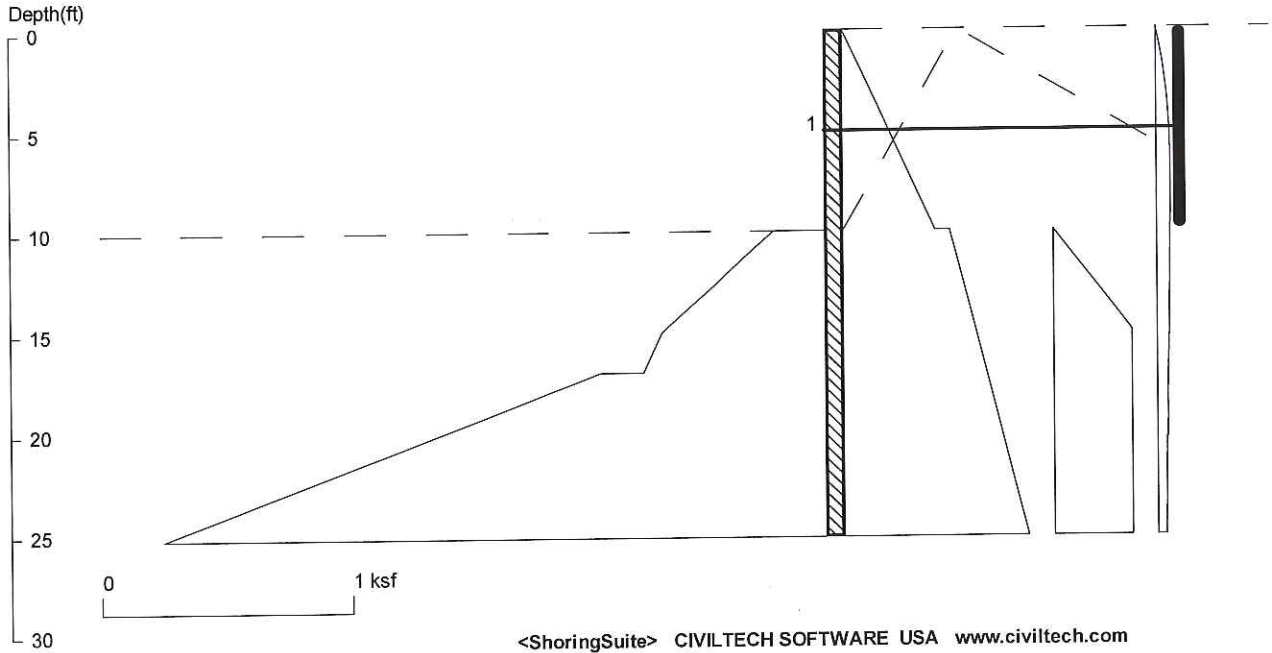
No.	Z depth	Spacing
1	0.00	1.00
2	10.00	1.00

PASSIVE SPACING:

No.	Z depth	Spacing
1	0.00	1.00

UNITS: Width, Spacing, Diameter, Length, and Depth - ft; Force - kip; Moment - kip-ft
Friction, Bearing, and Pressure - ksf; Pres. Slope - kip/ft³; Deflection - in

SR 50 Boat Ramp (Anchored)



Licensed to S. McMaster Terracon Date: 11/4/2014
 File: N:\Projects\2014\AK145004\Working Files\Calculations-Analyses\anchored-11-4-14.sh8

Wall Height=10.0 Pile Diameter=1.0 Pile Spacing=1.0 Wall Type: 1. Sheet Pile

PILE LENGTH: Min. Embedment=15.22 Min. Pile Length=25.22 (in graphics and analysis)
 MOMENT IN PILE: Max. Moment=13.81 per Pile Spacing=1.0 at Depth=13.80

PILE SELECTION:
 Request Min. Section Modulus = 7.1 in³/ft=380.68 cm³/m, F_y= 36 ksi = 248 MPa, F_b/F_y=0.65
 PZ22 has Section Modulus = 18.1 in³/ft=973.06 cm³/m. It is greater than Min. Requirements!
 Top Deflection = -0.27(in) based on E (ksi)=29000.00 and I (in⁴)/foot=84.4

BRACE FORCE: Strut, Tieback, Plate Anchor, and Deadman

No. & Type	Depth	Angle	Space	Total F.	Horiz. F.	Vert. F.	L _{free}	Anchor Height
1. Deadman	5.0	0.0	15.0	56.5	56.5	0.0	22.6	9.4

UNITS: Width,Diameter,Spacing,Length,Depth,and Height - ft; Force - kip; Bond Strength and Pressure - ksf

DRIVING PRESSURES (ACTIVE, WATER, & SURCHARGE):

Z1	P1	Z2	P2	Slope
*	Above	Base		
0.000	0.000	10.000	0.370	0.037048
*	Below	Base		
10.000	0.428	28.000	0.798	0.020569
*	Water	Pres.		
10.000	0.000	15.000	0.312	0.062400
15.000	0.312	90.000	0.312	0.000000
*	Sur-	charge		
0.000	0.000	0.850	0.014	0.016830
0.850	0.014	1.700	0.027	0.014882
1.700	0.027	2.550	0.037	0.011794
2.550	0.037	3.400	0.044	0.008542
3.400	0.044	4.250	0.049	0.005740

4.250	0.049	5.100	0.052	0.003585
5.100	0.052	5.950	0.054	0.002027
5.950	0.054	6.800	0.055	0.000935
6.800	0.055	7.650	0.055	0.000180
7.650	0.055	8.500	0.055	-0.000340
8.500	0.055	9.350	0.054	-0.000699
9.350	0.054	10.200	0.053	-0.000947
10.200	0.053	11.050	0.052	-0.001118
11.050	0.052	11.900	0.051	-0.001236
11.900	0.051	12.750	0.050	-0.001315
12.750	0.050	13.600	0.049	-0.001366
13.600	0.049	14.450	0.048	-0.001398
14.450	0.048	15.300	0.046	-0.001415
15.300	0.046	16.150	0.045	-0.001420
16.150	0.045	17.000	0.044	-0.001417
17.000	0.044	18.700	0.042	-0.001401
18.700	0.042	20.400	0.039	-0.001364
20.400	0.039	22.100	0.037	-0.001317
22.100	0.037	23.800	0.035	-0.001264
23.800	0.035	25.500	0.033	-0.001206

PASSIVE PRESSURES: Pressures below will be divided by a Factor of Safety =1.5

Z1	P1	Z2	P2	Slope
*	Below	Base		
10.000	0.200	15.000	0.650	0.090000
15.000	0.650	17.000	0.725	0.037600
17.000	0.900	28.000	3.231	0.211864

ACTIVE SPACING:

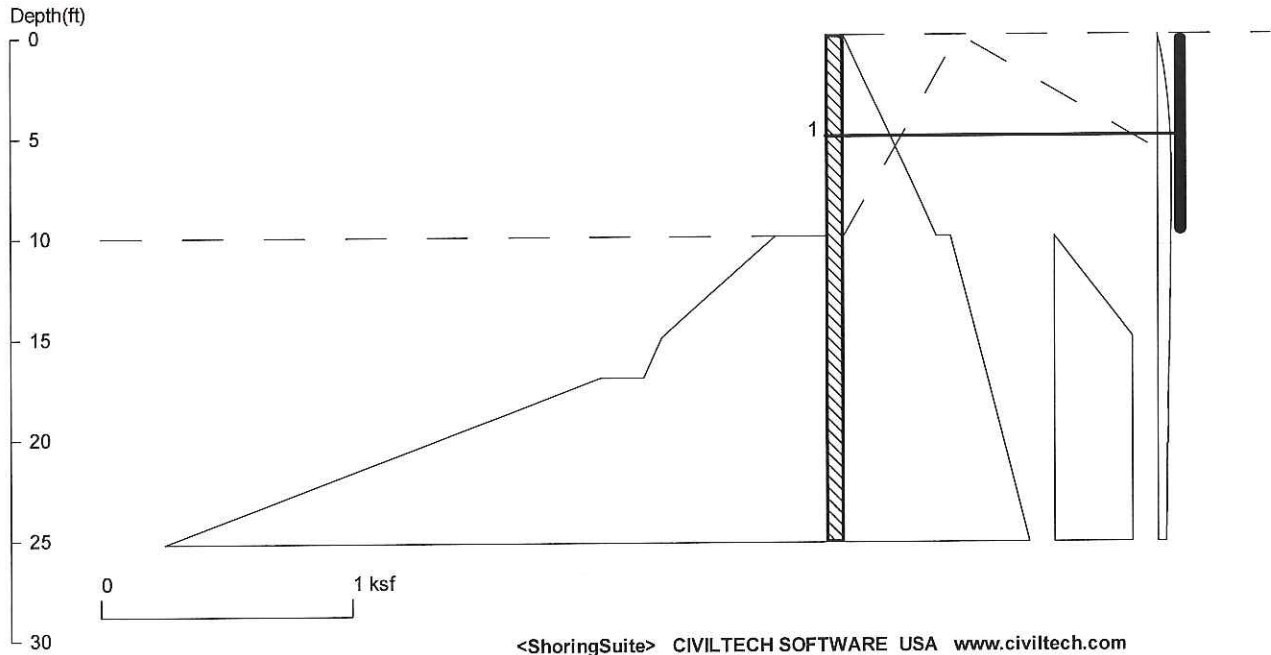
No.	Z depth	Spacing
1	0.00	1.00
2	10.00	1.00

PASSIVE SPACING:

No.	Z depth	Spacing
1	0.00	1.00

UNITS: Width, Spacing, Diameter, Length, and Depth - ft; Force - kip; Moment - kip-ft
Friction, Bearing, and Pressure - ksf; Pres. Slope - kip/ft³; Deflection - in

SR 50 Boat Ramp (Anchored)



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Wall Height=10.0

Pile Diameter=1.0

Pile Spacing=1.0

Wall Type: 1. Sheet Pile

PILE LENGTH: Min. Embedment=15.22 Min. Pile Length=25.22 (in graphics and analysis)

MOMENT IN PILE: Max. Moment=13.81 per Pile Spacing=1.0 at Depth=13.80

PILE SELECTION:

Request Min. Section Modulus = 5.1 in³/ft=274.09 cm³/m, F_y= 50 ksi = 345 MPa, F_b/F_y=0.65

PZ22 has Section Modulus = 18.1 in³/ft=973.06 cm³/m. It is greater than Min. Requirements!

Top Deflection = -0.27(in) based on E (ksi)=29000.00 and I (in⁴)/foot=84.4

BRACE FORCE: Strut, Tieback, Plate Anchor, and Deadman

No. & Type	Depth	Angle	Space	Total F.	Horiz. F.	Vert. F.	L _{free}	Anchor Height
1. Deadman	5.0	0.0	15.0	56.5	56.5	0.0	22.6	9.4

UNITS: Width,Diameter,Spacing,Length,Depth,and Height - ft; Force - kip; Bond Strength and Pressure - ksf

DRIVING PRESSURES (ACTIVE, WATER, & SURCHARGE):

Z1	P1	Z2	P2	Slope
*	Above	Base		
0.000	0.000	10.000	0.370	0.037048
*	Below	Base		
10.000	0.428	28.000	0.798	0.020569
*	Water	Pres.		
10.000	0.000	15.000	0.312	0.062400
15.000	0.312	90.000	0.312	0.000000
*	Sur-	charge		
0.000	0.000	0.850	0.014	0.016830
0.850	0.014	1.700	0.027	0.014882
1.700	0.027	2.550	0.037	0.011794
2.550	0.037	3.400	0.044	0.008542
3.400	0.044	4.250	0.049	0.005740

4.250	0.049	5.100	0.052	0.003585
5.100	0.052	5.950	0.054	0.002027
5.950	0.054	6.800	0.055	0.000935
6.800	0.055	7.650	0.055	0.000180
7.650	0.055	8.500	0.055	-0.000340
8.500	0.055	9.350	0.054	-0.000699
9.350	0.054	10.200	0.053	-0.000947
10.200	0.053	11.050	0.052	-0.001118
11.050	0.052	11.900	0.051	-0.001236
11.900	0.051	12.750	0.050	-0.001315
12.750	0.050	13.600	0.049	-0.001366
13.600	0.049	14.450	0.048	-0.001398
14.450	0.048	15.300	0.046	-0.001415
15.300	0.046	16.150	0.045	-0.001420
16.150	0.045	17.000	0.044	-0.001417
17.000	0.044	18.700	0.042	-0.001401
18.700	0.042	20.400	0.039	-0.001364
20.400	0.039	22.100	0.037	-0.001317
22.100	0.037	23.800	0.035	-0.001264
23.800	0.035	25.500	0.033	-0.001206

PASSIVE PRESSURES: Pressures below will be divided by a Factor of Safety =1.5

Z1	P1	Z2	P2	Slope
*	Below	Base		
10.000	0.200	15.000	0.650	0.090000
15.000	0.650	17.000	0.725	0.037600
17.000	0.900	28.000	3.231	0.211864

ACTIVE SPACING:

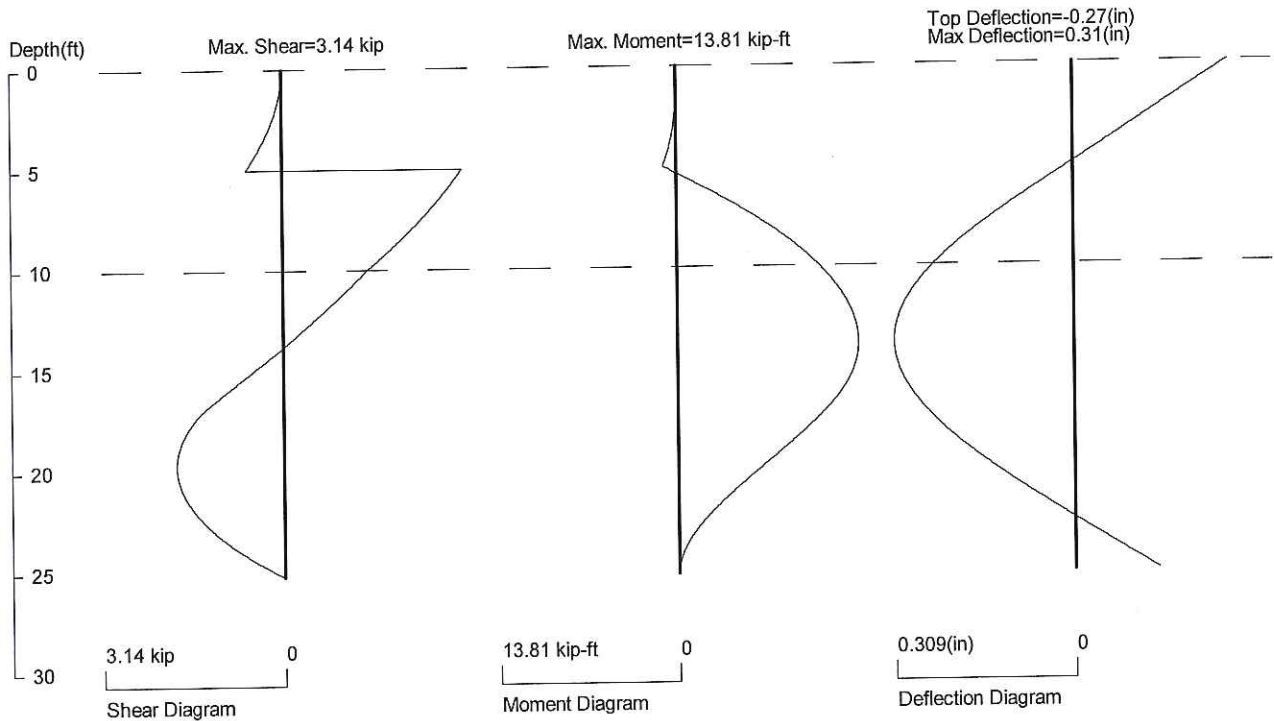
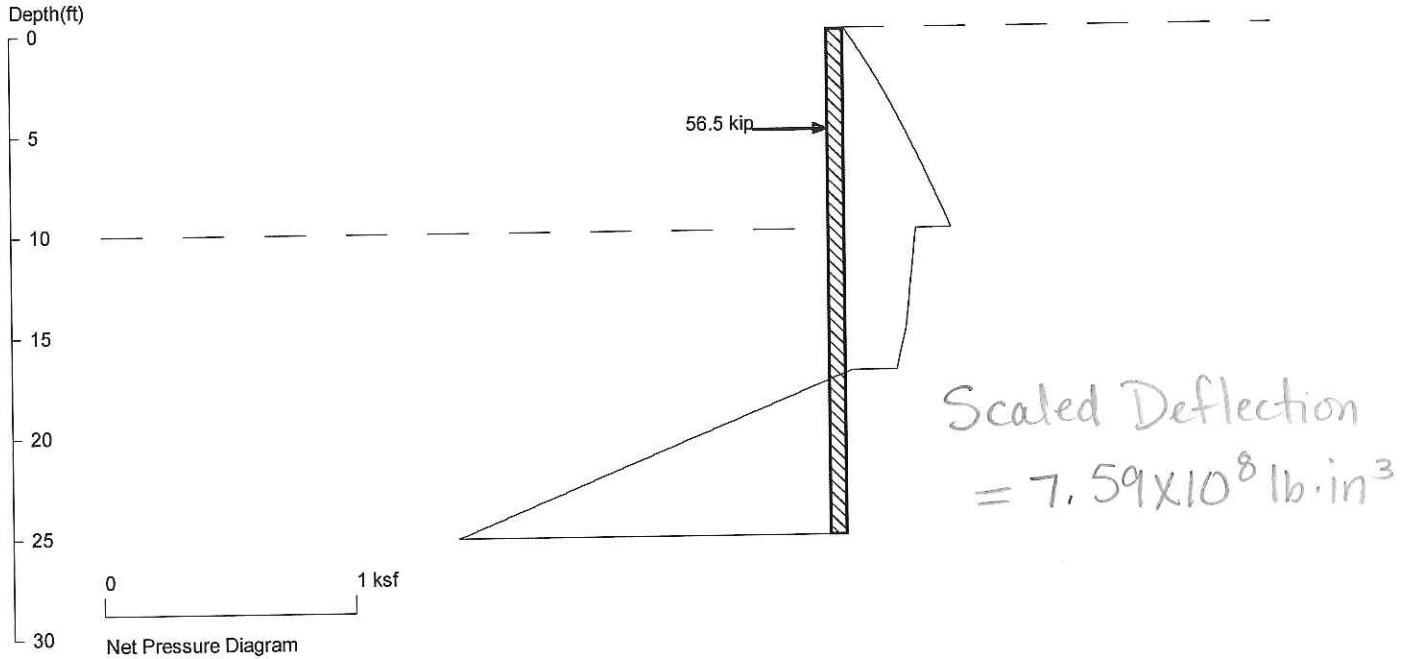
No.	Z depth	Spacing
1	0.00	1.00
2	10.00	1.00

PASSIVE SPACING:

No.	Z depth	Spacing
1	0.00	1.00

UNITS: Width, Spacing, Diameter, Length, and Depth - ft; Force - kip; Moment - kip-ft
Friction, Bearing, and Pressure - ksf; Pres. Slope - kip/ft³; Deflection - in

SR 50 Boat Ramp (Anchored)



PRESSURE, SHEAR, MOMENT, AND DEFLECTION DIAGRAMS

Based on pile spacing: 1.0 foot or meter

User Input Pile, PZ22: E (ksi)=29000.0, I (in⁴)/foot=84.4

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<ShoringSuite> CIVILTECH SOFTWARE USA www.civiltech.com

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SR 50 Boat Ramp

Xp=40.0

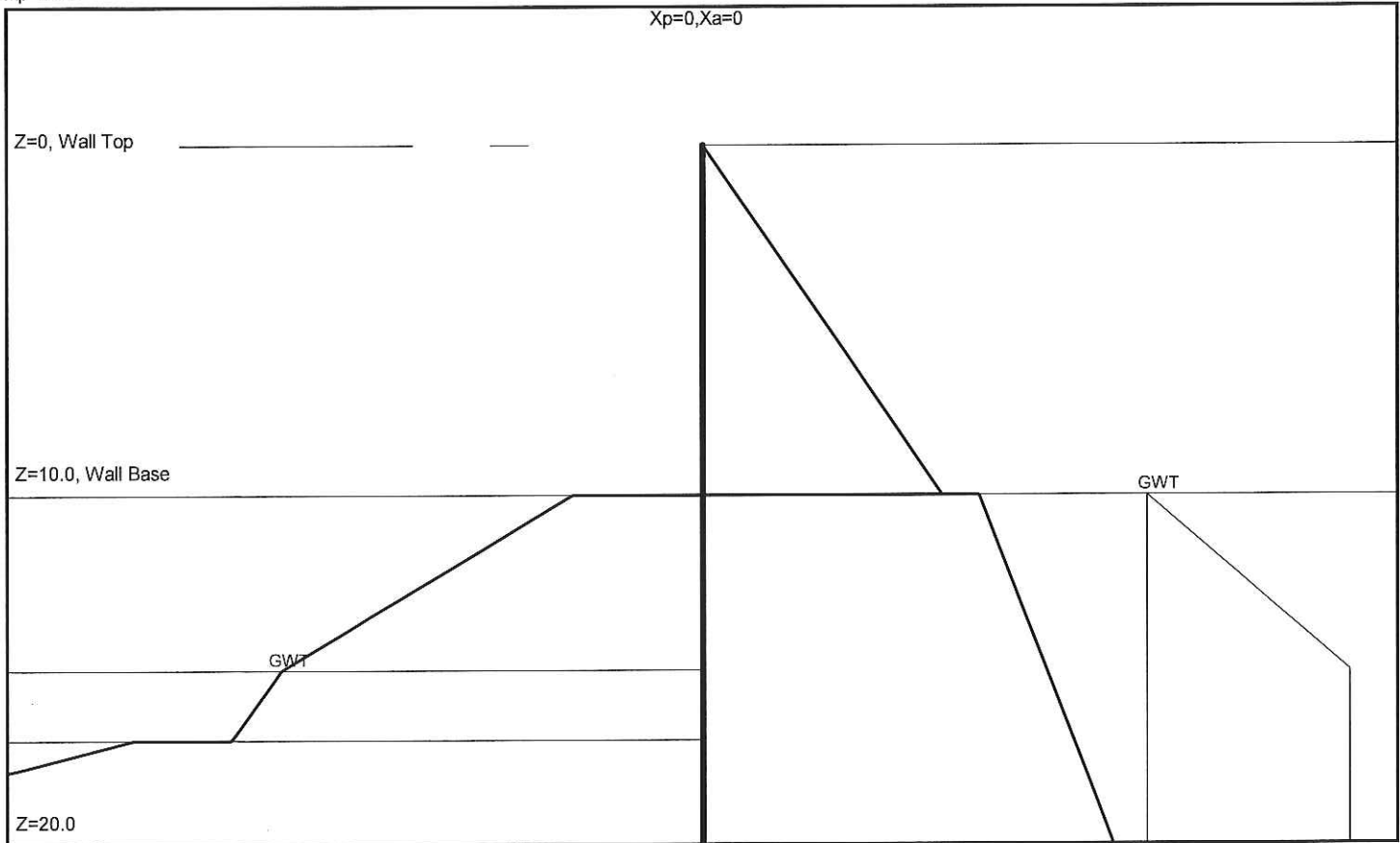
Xa=40.0

Xp=0, Xa=0

Z=0, Wall Top

Z=10.0, Wall Base

Z=20.0



<EarthPres> CIVILTECH SOFTWARE www.civiltech.com * Licensed to S. McMaster Terracon
 UNITS: DEPTH/DISTANCE: ft, UNIT WEIGHT: pcf, FORCE: kip/ft, PRESSURE: ksf, SLOPE: kcf
 Date: 11/4/2014 File: N:\Projects\2014\AK145004\Working Files\Calculations-Analyses\EP-Low.ep8

* INPUT DATA *

Wall Height=10.0 Total Soil Types= 6

Soil No.	Weight	Saturate	Phi	Cohesion	Nspt	Type	Description
1	120.0	125.0	0.00	1.0	8	1	Eq. Clay
2	110.0	120.0	0.00	0.4	3	1	Eq. Clay
3	105.0	115.0	29	0.0	4	4	Sand
4	120.0	125.0	0.00	1.0	8	1	Eq. Clay
5	110.0	120.0	35	0.0	16	4	Sand
6	90.0	100.0	0	0.1	1	3	Soil in front of wall

Ground Surface at Active Side:

Line	Z1	Xa1	Z2	Xa2	Soil No.	Description
1	0.0	0.0	0.0	800.0	1	Eq. Clay
2	10.0	0.0	10.0	800.0	2	Eq. Clay
3	28.0	0.0	28.0	800.0	3	Sand
4	38.0	0.0	38.0	800.0	4	Eq. Clay
5	43.0	0.0	43.0	800.0	5	Sand

Water Table at Active Side:

Point	Z-water	X-water
1	10.0	0.0
2	10.0	800.0

Ground Surface at Passive Side:

Line	Z1	Xp1	Z2	Xp2	Soil No.	Description
1	10.0	0.0	10.0	800.0	6	Soil in front of wall
2	17.0	0.0	17.0	800.0	2	Eq. Clay
3	28.0	0.0	28.0	800.0	3	Sand
4	38.0	0.0	38.0	800.0	4	Eq. Clay
5	43.0	0.0	43.0	800.0	5	Sand

Water Table at Passive Side:

Point	Z-water	X-water
1	15.0	0.0
2	15.0	800.0

Wall Friction Options: 1.* No wall friction

Wall Batter Angle = 0

Apparent Pressure Conversion: 1.* Default (Terzaghi and Peck)*

Water Density = 62.4

Water Pressure: 1.* No seepage at wall tip

*** OUTPUT RESULTS ***

Total Force above Base= 1.85 per one linear foot (or meter) width along wall height

Total Static Force above Base= 1.85

Driving Pressure above Base - Output to Shoring - Multiplier of Pressure = 1

Z1	Pa1	Z2	Pa2	Slope	Coef.
0.00	0.00	10.00	0.37	0.0370	0.3087

Driving Pressure below Base - Output to Shoring - Multiplier of Pressure = 1

Z1	Pa1	Z2	Pa2	Slope	Ka or Ko
10.00	0.43	20.00	0.63	0.0206	0.3576

Passive Pressure below Base - Output to Shoring - Multiplier of Pressure = 1

Z1	Pp1	Z2	Pp2	Slope	Kp
10.00	0.20	15.00	0.65	0.090	1.0000
15.00	0.65	17.00	0.73	0.038	1.0000
17.00	0.88	20.00	1.52	0.214	3.7233

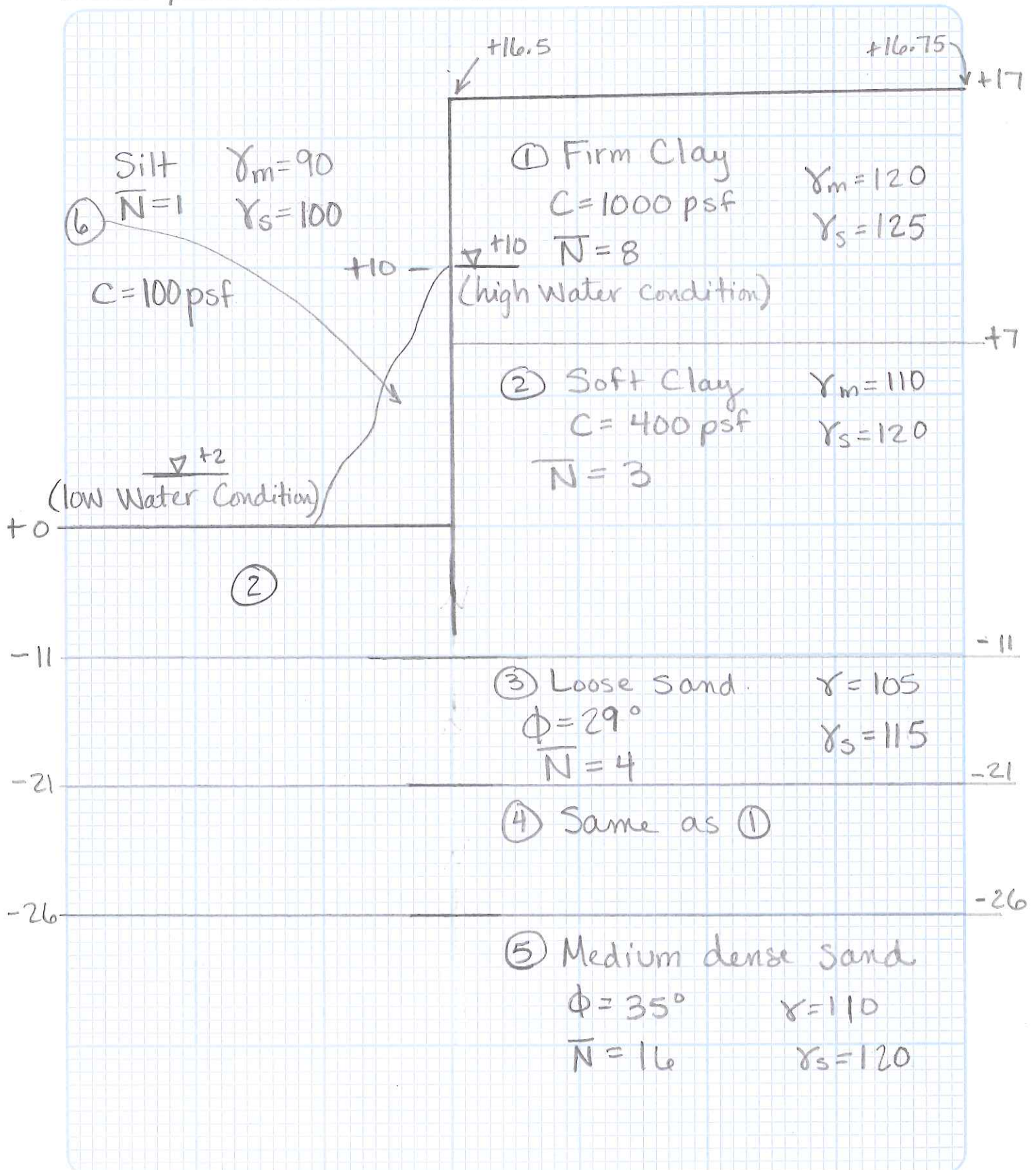
Water Pressure - Output to Shoring - Multiplier of Pressure = 1

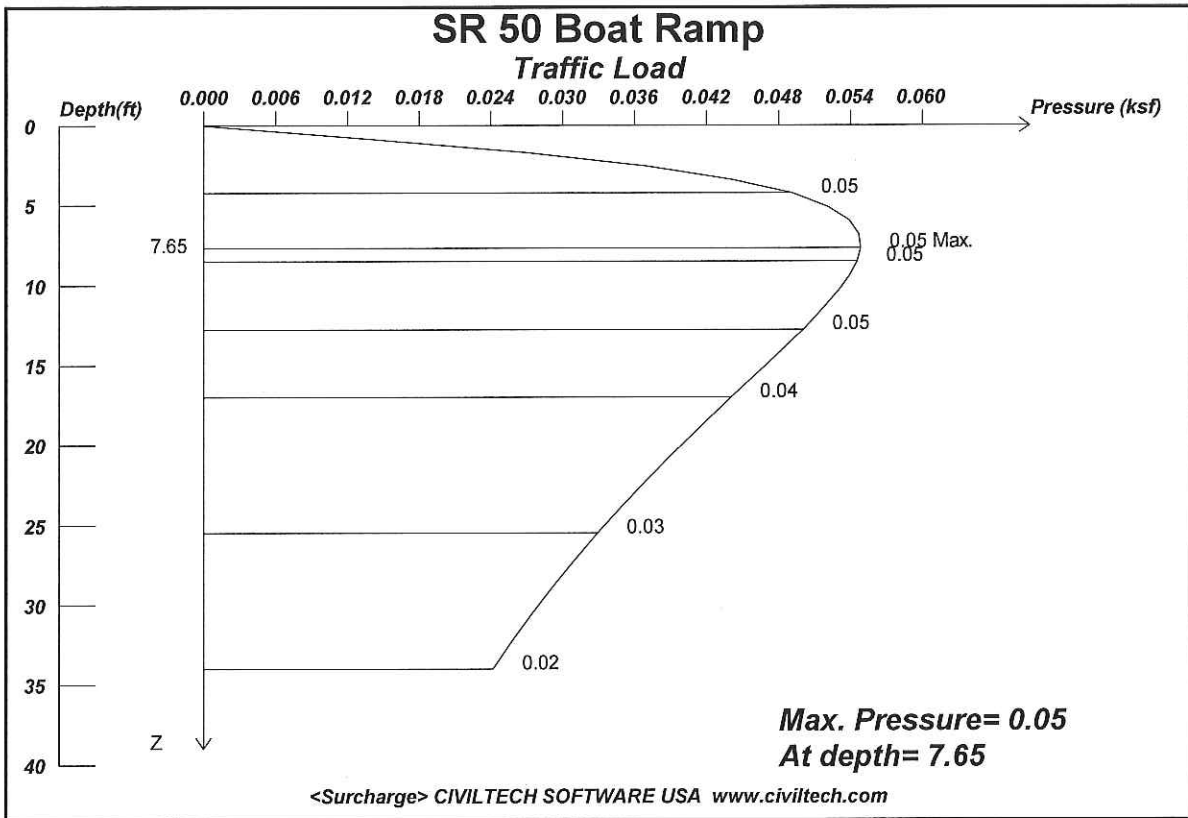
No	Z1	Pw1	Z2	Pw2	kw1
0	10.00	0.00	15.00	0.31	0.06
1	15.00	0.31	20.00	0.31	0.00

UNITS: DEPTH/DISTANCE: ft, UNIT WEIGHT: pcf, FORCE: kip/ft, PRESSURE: ksf, SLOPE: kcf

Date: 11/4/2014 File Name: N:\Projects\2014\AK145004\Working Files\Calculations-Analyses\EP-Low.ep8

SUBJECT SR 50 Boat Ramp
Soil/GW Conditions.





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Wall Height, H= 17 Load Depth at Surface, D= 0

Load Factor of Surcharge Loading = 1

Flexible Wall Condition -- Movement or deflection are allowed.

Max. Pressure = 0.055 at depth = 7.65

X	Width	Strip Load
5.0	45.0	.15

UNITS: LENGTH/DEPTH: ft, Qpoint: kip, Qline: kip/ft, Qstrip/Qarea/PRESSURE: ksf

SECTION 02214 - PAVEMENT REMOVAL AND REPLACEMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Work included under this Section consists of cutting, removing, protecting and replacing existing pavements.
- B. Permits: The Contractor shall obtain the necessary permits (Orange County, "Right-of-Way Utilization Permit", and other applicable authorization), prior to any roadway work. Additionally, the Contractor shall provide advance notice to the appropriate authority, as required, prior to construction operations.
- C. Protection of existing improvements: The Contractor shall be responsible for the protection of all pavements, and other improvements within the work area. All damage to such improvements, as a result of the Contractor's operations, beyond the limits of the work of pavement replacement as described herein, shall be repaired by the Contractor at his expense.

1.2 JURISDICTIONAL REQUIREMENTS

- A. Work within the rights-of-way of public thoroughfares which are not under jurisdiction of Seminole County, shall conform to the requirements of the Governmental agency having jurisdiction. Specifically, work within state highway right-of-way shall be in full compliance with all requirements of the permit drawings, and to the satisfaction of the Florida Department of Transportation.
- B. Portions of the Standard Specifications for Road and Bridge Construction of the Florida Department of Transportation, 1977, and Supplement thereto hereinafter referred to as the DOT Specifications, are referred to herein and amended, in part, and the same are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Street or roadway pavement cut and removed in connection with trench excavation shall be replaced or restored in equal or better condition than the original and as shown on the Drawings. The Drawings indicate minimum requirements.

SECTION 02214
PAVEMENT REMOVAL AND REPLACEMENT

- B. Materials, including soil cement, bituminous prime and tack coat, and asphaltic concrete for the above work shall meet the requirements established therefore by the DOT Specifications.
1. Soil cement.
 2. Bituminous prime coat material shall be cutback asphalt Grade RC-70.
 3. Bituminous tack coat material shall be emulsified asphalt Grade RS-2.
 4. Asphaltic concrete shall be Type S-III.

PART 3 - EXECUTION

3.1 PERFORMANCE

A. Removals:

1. Pavement removal:
 - a. Where existing pavement is to be removed, the surfacing shall be mechanical saw cut prior to trench excavation, leaving a uniform and straight edge, with minimum disturbance to the remaining adjacent surfacing. The width of cut for this phase of existing pavement removal shall be minimal.
 - b. Immediately following the specified backfilling and compaction, a temporary sand seal coat surface shall be applied to the cut areas. This temporary surfacing shall provide a smooth traffic surface with the existing roadway and shall be maintained until final restoration. Said surfacing shall remain for 10 days in order to assure the stability of the backfill under normal traffic conditions. Following this period and prior to 15 days after application, the temporary surfacing shall be removed and final roadway surface restoration accomplished.
 - c. In advance of final restoration, the temporary surfacing shall be removed and the existing pavement mechanically sawed straight and clean to the stipulated dimensions. Following the above operation, the Contractor shall proceed immediately with final pavement restoration in accordance with the requirements set forth in the Seminole County, "Right-of-Way Utilization Regulations", and these standards.

B. Restorations:

1. Pavement restoration - asphalt:
 - a. Soil cement base course shall be compacted for its full thickness to not less than 95 percent of maximum density as determined by AASHTO Designation T-180. Field density of soil cement base in place shall be determined by AASHTO Designation T-191 or ASTM Designation D2922.
 - b. Construction methods and equipment shall generally meet the requirements therefore as established in the DOT Specifications, but shall be modified to meet the relatively narrow strip construction conditions. Any such modifications shall be approved by the Engineer prior to their use.

SECTION 02214
PAVEMENT REMOVAL AND REPLACEMENT

- c. After the application of the prime coat on the base, the prime coat shall be allowed to cure without sanding for a period of 24-hours. The Contractor shall take all necessary precautions to protect the primed surface against damage during this interval. If, at the end of 24-hours, it is not proposed to proceed at once with the application of the surface course, primed surface shall be given a light application of clean sand and opened to traffic.
- d. Joints with existing surface and base shall be straight and neat. If necessary to obtain a straight net joint, the Contractor shall cut out sufficient existing material and replace it with new material.

END OF SECTION

SECTION 02270 - EROSION AND SEDIMENTATION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. All erosion, sedimentation and water pollution control features shall be in place or relocated as designated on the plans prior to the start of any clearing, grubbing, grading or construction. Contractor shall be responsible for the installation and maintenance of all temporary erosion control features.
- B. Location of the control features shall be in accordance with the Drawings or as required to facilitate drainage and control erosion and sedimentation within and adjacent to the site.
- C. Control features are defined as, but not limited to, swales, berms, silt fences, silt barriers and temporary fences.

1.2 QUALITY ASSURANCE

- A. The provision for prevention, control and abatement of erosion, sedimentation and water pollution shall be as stated in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 104, latest edition.

1.3 SUBMITTALS

- A. Product data: Manufacturers literature, application instructions and samples.
- B. List of materials and their characteristics for other erosion control items.

1.4 CONTROL OF CONTRACTOR'S OPERATIONS WHICH MAY RESULT IN WATER POLLUTION

- A. Take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs, wetlands and other sensitive areas with silt, sediment, fuels, oils, bitumens, calcium chloride, or other harmful materials. Conduct and schedule operations so as to avoid or otherwise minimize pollution or siltation of such streams, etc. and to avoid interference with movement of migratory fish. Do not dump the residue from dust collectors or washers into any water body.
- B. Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other impoundments shall be restricted to those areas where it is necessary to

perform filling or excavation to accomplish the work shown in the Contract Documents and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

- C. Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or run-off.
- D. Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water prior to discharge into State waters. Pump the water into grassed swales, appropriately vegetated areas, or sediment basins, or confine it by an appropriate enclosure such as siltation curtains when other methods are not considered appropriate. Do not contaminate State waters. The background condition of all waters to be discharged from the site must be tested prior to discharge. All waters discharged from the site must be approved through Orange County Environmental Department by the Engineer.
- E. Do not disturb lands or waters outside the limits of construction, unless approved in advance and in writing by the Owner. No operations within non-permitted wetlands or upland buffers are allowed.

1.5 START OF WORK

- A. Do not start work until erosion control measures are in place.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Silt Barriers:
 - 1. Two types of silt barriers shall be installed in accordance with the plans: silt barriers installed on the ground and floating silt barriers.
 - 2. Silt barriers (filter fabric) shall be synthetic and contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six (6) months of expected usable construction life at a temperature range of 0 to 120EF.
 - 3. Filter fabric shall be a pervious sheet of propylene, nylon or polyester and shall be certified by the manufacturer or supplier to conform to the following specifications:
 - Filter efficiency (Test VTM-51): 75%.
 - Minimum tensile strength at 20% elongation (Test ASTM-D-1682): 120 lbs.
 - Tear strength (Test ASTM D2263): 50 lbs.
 - 4. Contractor shall submit further filter fabric material specifications and installation configuration prior to start of construction.
 - 5. Silt barriers shall be maintained in place.

6. Filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter fabric shall be spliced together only at a support post, with a 6 inch overlap, and securely sealed.
 7. The following items shall be installed and maintained in accordance with the applicable sections of the FDOT Standard Specifications:
 - a. Temporary silt fences and staked silt barriers
 - b. Floating silt barrier
- B. Temporary Fence
1. Brightly colored fence as manufactured by Mirafi, product Mirasafe, or approved equal.
 2. Material shall be 4' high, attached to 6' metal posts at 12' centers. Posts shall be driven 18" into ground.

PART 3 - EXECUTION

3.1 GENERAL

- A. Temporary erosion control features shall consist of, but not be limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, artificial coverings, berms, baled hay or straw, floating silt barriers, staked silt barriers and staked silt fences. Design details for some of these items may be found in the Water Quality Section of the applicable edition of the FDOT Roadway and Traffic Design Standards. All of these items shall be constructed in accordance with applicable sections of the FDOT Standard Specifications.
- B. Incorporate permanent erosion control features into the project at the earliest practical time. Correct conditions, using temporary measures, that develop during construction to control erosion prior to the time it is practical to construct permanent control features.
- C. Construct temporary and permanent erosion and sediment control measures and maintain them to prevent the pollution of adjacent water ways in conformance with the laws, rules and regulations of Federal, State and local agencies.
- D. Copies of approved permits will be provided to the Contractor for his review and use. Contractor shall be required to comply with all General and Special Conditions noted within the permit by the particular permitting agency. The Contractor shall maintain copies of these permits on the job site at all times.

3.2 INSTALLATION

The following items shall be installed in accordance with the FDOT Standard Specification. The procedures are only generally described herein.

- A. Temporary Grassing: This work shall consist of furnishing and placing grass seed.
- B. Temporary Sod: This work shall consist of furnishing and placing sod.
- C. Temporary Mulching: This work shall consist of furnishing and applying a two-inch to four-inch thick blanket of straw or hay mulch and then mixing or forcing the mulch into the top two inches of the soil in order to temporarily control erosion. Only undecayed straw or hay, which can readily be cut into the soil, shall be used. Other measures for temporary erosion control such as hydro-mulching, chemical adhesive soils stabilizers, etc., may be substituted for mulching with straw or hay with the approval of the Owner. When permanent grassing operations begin, temporary mulch materials shall be plowed under in conjunction with preparation of the ground.
- D. Sandbagging: This work shall consist of furnishing and placing sandbags in configurations, so as to control erosion and siltation.
- E. Slope Drains: This work shall consist of constructing slope drains, utilizing pipe, fiber mats, rubble, cement concrete, asphaltic concrete plastic sheeting, or other acceptable materials, in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as may be approved as suitable to adequately perform the intended function.
- F. Sediment Basins: Sediment basins shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as suitable to adequately perform the intended function. Sediment basins shall be cleaned out as necessary.
- G. Artificial Coverings: This work shall consist of furnishing and applying fiber mats, netting, plastic sheeting, or other approved covering to the earth surfaces.
- H. Berms: This work shall consist of construction of temporary earth berms to divert the flow of water from an erodible surface.
 - 1. This work shall consist of construction of baled hay or straw dams or earth berms to protect against downstream accumulations of silt. The baled hay or straw dams shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards.
 - 2. The berm or dam shall be placed so as to effectively control silt dispersion under conditions present on this project. Alternate solutions and usage of materials may be used if approved.

3.3 SILT BARRIERS

- A. Silt barriers shall be installed and maintained at the locations shown on the plans. The Contractor is required to prevent the possibility of silting onto any adjacent parcel.
- B. Silt barrier shall be of the staked type and stakes shall be installed as indicated in the drawings.
- C. The height of the silt barrier fabric shall be a minimum of 42 inches.
- D. The stakes shall be 2 inch x 4 inch wood, 5 feet long and shall be spaced a maximum of 10 feet apart at the barrier location and driven securely into the ground.
- E. A trench shall be excavated approximately 4 inches wide by 4 inches deep along the line of stakes. The filter fabric shall be tied or stapled to the wooden stakes and 8 inches of fabric shall be extended into the trench. The staples shall be heavy duty wire and at least one-half (1/2) inch long. The trench shall then be backfilled and the soil compacted over the filter fabric.

3.4 FLOATING SILT BARRIERS

- A. Floating silt barriers where required shall be in place prior to the start of any construction or grading.
- B. Floating silt barriers shall meet or exceed the Florida Department of Transportation Roadway and Traffic Design Standards, Index No. 102, Floating Silt Barrier. Contractor shall submit fabric filter material specifications and installation configuration for approval prior to the start of construction.

3.5 TEMPORARY FENCE

- A. Furnish, install and maintain on wetland lines, buffer lines, tree save lines and otherwise as shown on plans. Attach silt barrier to the temporary fence.
- B. Follow manufacturer's installation recommendations.

3.6 MAINTENANCE

- A. Silt barriers and temporary fences shall be inspected immediately after each rainfall and at least once a day during periods of prolonged rainfall. Any repairs shall be made immediately.
- B. Should the fabric on a silt barrier or temporary fence decompose or become ineffective, the installation shall be repaired or replaced immediately at no additional

cost to the Owner. If the Contractor fails to repair or replace the items as above, the Owner shall have the right to stop work without additional cost to the Owner until such time as the repair or replacement has been made.

- C. Sediment deposits shall be removed after each storm event. The Contractor will repair and restore the installations to a working and effective condition to the satisfaction of the Owner.
- D. At the completion of all work, the silt barriers and the temporary fences will be removed if by the Owner.
- E. Any sediment deposits in place after the silt fence or filter barrier is no longer required shall be dressed to conform to the existing grade and prepared for seeding or sodding.

3.7 PROTECTION DURING SUSPENSION OF CONTRACT TIME

- A. In the event that it is necessary that the construction operations be suspended for any appreciable length of time, shape the top of the earthwork in such a manner as to permit run-off of rainwater and construct earth berms along the top edges of embankments to intercept run-off water. Provide temporary slope drains to carry run-off from cuts and embankments which are located in the vicinity of rivers, streams, canals, lakes and impoundments. Should such preventative measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation.

END OF SECTION

SECTION 02360
SHEET STEEL PILING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The Work covered in this Section consists of furnishing all labor, equipment, appliances, and materials and performing all operations in connection with the installation of a steel sheet piling wall in strict accordance with this Section of the specification, and the applicable Drawings, and subject to the terms and condition of the Contract.
- B. Work Included: The Work to be performed under this Section of the specifications includes, but is not limited to the following:
 - 1. Furnishing and driving of all steel piling required, including special piling required for closures and corners.
 - 2. Excavation, removal, and disposal of all materials and obstructions of whatever nature encountered that interfere with the driving of the sheet piling.

1.02 SHOP DRAWINGS AND SUBMITTALS

- A. Submittals shall be submitted to the County for review and acceptance prior to construction in accordance with the General Conditions and specifications Section 01300 "Submittals."
- B. Shop Drawings:
 - 1. The Contractor shall prepare as soon as possible after award of the contract, complete and accurate Shop Drawings of all Work of this Section. The Drawings shall include the size and spacing of all steel members. All members shall be numbered for identification in erection. Shop Drawings shall give complete information necessary for fabrication of component parts of the structure, including location, type, and size of all bolts and welds. Shop and field welds shall be clearly distinguished. Welding symbols used on Shop Drawings shall be American Welding Society symbols. The types of steel used for component parts shown shall be noted on each Shop Drawing. Drawings shall show complete dimensioned layout of all steel sheet piling.
 - 2. No steel shall be ordered until such drawings have been approved by the County.
 - 3. Approval by the County covers general design of details only, and if any change is made, which would cause members not to fit, or would not give sufficient strength, the Contractor shall call the County's attention to the fact at once, in writing, so that corrections may be made. If the Contractor fails to do this, the sole responsibility shall rest upon the Contractor.
 - 4. Any error or omission on the Contractor's Drawings, even though approved, shall not relieve the Contractor from the responsibility of performing the Work in accordance with the specifications.

5. Any details not sufficiently shown on the plans shall be furnished to the Contractor by the County upon request.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Steel Sheet Piling: Steel Sheet Piling shall be domestic steel or equivalent, conforming to the requirements of ASTM A-328, ASTM A-572, or approved equal and shall be given a protective coating as specified in the Contract.
 1. The Contractor shall be required to furnish the County with three (3) certified copies of the records of chemical and physical tests of the steel sheet piling. One bending test will be required upon at least 1-piece taken at random from every 30-tons of sheet piling. The testing agency shall be approved by the County. All costs in connection with testing shall be paid by the Contractor.
- B. Protective Coating
 1. General: All bulkhead steel sheet piling shall be given a protective coating as hereinafter specified. Each sheet shall be coated, within the limits shown of the Drawings, with 1 coat of primer and 1 coat of coal tar epoxy.
 - a. Surface Preparation: The surfaces to be coated shall be dry grit-blasted. All Work blasted in 1-day must be coated on that day and before the dew point has been reached. Any blasted area, not coated, which is exposed overnight, shall be at least whip-blasted again before primer application. All areas of the surface to be blasted which show any trace of oil or grease shall be degreased using V.M. and P. Naphtha, or Xylol, prior to grit blasting. All surfaces to be coated shall be completely dry, free of soil, dust, oil, paint, scale, and grit at the time of application of the primer.
 - b. Application: Both the primer and the coal tar epoxy shall be prepared and applied in strict conformance with the manufacturer's instructions and recommendations, except as herein modified. Dry film thickness of the primer shall be 3-mils minimum. Dry film thickness of the coal tar epoxy shall be 10-mils minimum. The Contractor shall submit certification that the minimum film thickness requirements have been met. The primer shall be allowed to cure a minimum of 24-hours before application of the coal tar epoxy.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The Contractor shall ascertain the location of any utilities or drain lines that pass through the area in which the sheet piling is to be driven, and shall protect same during installation of sheet piling.
- B. Piles shall be carefully located as shown on the Drawings, in accordance with approved Shop Drawings and driven in a plumb position, each pile interlocked with adjoining piles

for its entire length. The Contractor shall drive all piles true to line and shall provide suitable temporary wales or guide structures to insure that the piles are driven in correct alignment. All piles shall be driven to depths shown on the Drawings and shall extend to the elevations indicated for the tops of the piles.

- C. Driving: Piles shall be driven by approved methods in such a manner as not to subject the piles to serious injury and to insure proper interlocking throughout the length of the piles. Pile hammers shall be of approved sizes and types and shall be maintained in proper alignment during driving operations by use of suitable leads or by guides attached to the hammer. A protecting cap of approved design shall be employed in driving, when required, to prevent damage to the tops of piles. Vibratory drivers/Extractors are also acceptable. All piles shall be driven without the aid of a water jet. If at any time the forward or leading edge or the piling wall is found to be out of plumb in the plane of the wall, the piles already assembled and partly driven shall be driven to full depth and the Contractor shall provide and drive tapered piles or take other corrective measures to insure succeeding piles are plumb. The maximum permissible taper for any tapered pile will be 1/8- inch per foot of length. Each run of piling shall be driven to grade progressively from the start and no pile shall be driven to a lower grade than those behind it in the same run except when the piles behind it cannot be driven deeper. If the pile next to the one being driven tends to follow below final grade, it may be pinned to the next adjacent pile. Piles driven out of interlock with adjacent piles or otherwise injured shall be removed and replaced by new piles at the Contractor's expense. Piles shall not be driven within 100-feet of concrete less than 7-days old.
- D. Sheet piling shall be installed plumb and true with the following tolerances:
1. Deviation from vertical, not more than 1/8-inch per foot.
 2. Alignment, in any given 30-foot length of bulkhead: no point at the top of the bulkhead, before capping, shall deviate more than 2-inches from a straight line.
 3. After capping there shall be no deviation of more than 1-inch in any 30-feet for the cap.
- E. Cutting and Splicing Piles: Accepted piles extending above cut-off elevation shall be cut off to required grade. Piles driven below grade and piles which because of damaged heads, have been cut off to permit further driving and are then too short to reach final grade shall be extended to the required grade by welding an additional length, when directed, without cost to the County. The Contractor shall trim the tops of piles excessively battered during driving, when directed to do so, at no cost to the County. Cut-offs shall become the property of the Contractor and shall be removed from the site. The Contractor shall cut holes in the piles for bolts, rods, drains, or utilities at locations and of sizes shown on the Drawings or as directed.
- F. Welding: Where welding is specified or permitted by the County it shall conform to the AWS Specifications and shall be performed in the presence of a representative of and approved inspection agency.

END OF SECTION

SECTION 02510 - SUBGRADE STABILIZATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, apply to work of this Section.

1.2 DESCRIPTION OF WORK

- A. Stabilize the designated portions of the pavement subgrade in both cut and fill sections to provide a firm and unyielding subgrade to the uniformity, density, bearing value, lines, grades and thicknesses herein specified or shown in the Drawings. The work includes mixing, compacting and grading for a complete job.

PART 2 - MATERIALS

- 2.1 Local Materials: High bearing-soils or sand clay material. The materials passing the #40 mesh sieve shall have a liquid limit not greater than 30, and a plasticity index not greater than 10. Blending materials to meet these requirements will not be permitted unless authorized by the Engineer. When so permitted, the blended material shall be tested and approved before spreading.
- 2.2 Limerock/Limerock Overburden: The percentage of carbonates of Calcium and magnesium shall be at least 70, and plasticity index shall not exceed 10. The gradation shall be such that 97% by weight of the material will pass a 1" sieve.
- 2.3 Crushed Shell: Mollusk shell, but not steamed shell, (i.e., oysters, mussels, clams, cemented coquina, etc.). Gradation shall be such that at least 97% by weight of the total material passes a 1" sieve, and at least 50% by weight is retained on the #4 sieve. Not more than 20% by weight of the total material shall pass (by washing) the #200 sieve.

PART 3 - EXECUTION

- 3.1 Required Florida Bearing Value (FBV): Unless otherwise specified, the subgrade shall have a minimum Florida Bearing Value of 70. Where local material does not conform to the required FBV, stabilize by uniformly mixing with satisfactory local or hauled in material to the depth shown in the Drawings. Perform bearing value determination per FDOT standard specifications for Road and Bridge Construction, section 160-8.1.
- 3.2 Compaction: Compact the stabilized subgrade in both cuts and fills to a minimum density of 98% of maximum (AASHTO T-180) density. The subgrade shall be shaped to within 1/4 inch of the grades shown in the Drawings.

SECTION 02510
SUBGRADE STABILIZATION

- 3.3 Maintenance: After the subgrade has been prepared as specified, Contractor shall maintain it free from ruts, depressions and all damage resulting from hauling or handling of any materials, equipment, tools, etc. All work which may become necessary in order to recompact the subgrade shall be at contractor's expense.
- 3.4 Testing: Provide density and bearing value tests at intervals not to exceed 250 feet for roadways or 10,000 square feet for parking areas.

END OF SECTION

SECTION 02580 - CONCRETE CURBS AND WALKS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract apply to work of this Section.

1.2 DESCRIPTION OF WORK

- A. General: Furnish all labor and materials to construct concrete curbs and gutters, sidewalks including ramps, and driveways as called for in the Drawings and detailed in the Standard Detail Drawings to include excavation and backfill; foundation; and forming, placing, jointing, form removing, finishing and curing concrete.

PART 2 - MATERIALS

- 2.1 Concrete: FDOT 345-2 (except no pozzolan), 4, 6, 9, 10, 11, 12, 13. Class I concrete with minimum 28-day compressive strength of 3000 psi.
- 2.2 Reinforcement: ASTM A615 - Grade 60.
- 2.3 Joint Materials: FDOT 932-1.
- 2.4 Membrane Curing Compound: FDOT 925-2.
- 2.5 Forms: Forms shall be metal or wooden, straight, and free from warp or bends and of sufficient strength, when staked to resist the pressure of the concrete without deviation from line and grade. Flexible forms shall be used for all items constructed on a radius.

PART 3 - EXECUTION

- 3.1 Foundation (Subgrade Preparation): The subgrade shall be excavated or filled with suitable material to the required grades and lines. All soft, yielding, and otherwise unsuitable material shall be removed and replaced with suitable material. Filled sections shall be compacted to a minimum of 95% of maximum (AASHTO T-180) density and extend to a minimum of 1 foot outside the form lines. The subgrade shall be dense, firm, trimmed to a uniform smooth surface, and in a moist condition when the concrete is placed.
- 3.2 Machine Laid Curb: The slipform/extrusion machine approved shall be so designed as to place a spread, consolidate, screed, and finish the concrete in one complete pass in such a manner that a minimum of hand finishing will be necessary to provide a dense and homogeneous concrete section. The machine shall shape, vibrate, and/or

SECTION 02580
CONCRETE CURBS AND WALKS

extrude the concrete for the full width and depth of the concrete section being placed. It shall be operated with as nearly a continuous forward movement as possible. All operations of mixing, delivery, and spreading concrete shall be so coordinated as to provide uniform progress, with stopping and starting of the machine held to a minimum.

- 3.3 Forming: Depth of forms shall be equal to the Drawing dimensions for the concrete to be placed against them. Forms shall be staked to resist the pressure of the concrete without deviation from line and grade. They shall be cleaned each time used and shall be oiled or saturated with water prior to placing concrete.
- 3.4 Reinforcement: Reinforcement shall only be required where called for in the Drawings. Set reinforcement for sidewalks above the foundation so concrete will flow under it.
- 3.5 Placing: Place concrete in the forms and tamp and spade to prevent honeycomb until the top of the structure can be floated smooth. Round all edges to 1/2 inch radii unless otherwise shown on the Standard Detail Drawings.
- 3.6 Sidewalk Ramps: Ramps shall be provided at all road/street crossings each way as shown in the Standard Detail Drawings.
- 3.7 Contraction Joints: Unless otherwise shown or noted in the Drawings, weakened plane contraction joints shall be located as follows:
- Curbs - 10 feet maximum intervals.
- Sidewalks - To form squares of uniform size.
- 3.8 Contraction joints may be sawed, hand-formed, or made by 1/8 inch thick division plates in the framework. Sawing shall be done early after the concrete has set to prevent the formation of uncontrolled cracking. The joints may be hand-formed by using a narrow or triangular jointing tool or a thin metal blade to impress a plane of weakness into the plastic concrete. Where division plates are used, the plates shall be removed after the concrete has set and while the forms are still in place.
- 3.9 Expansion (Isolation) Joints: Provide isolation joints between all distinct structures such as between sidewalk and curbs, driveway and sidewalk or curbs, sidewalk or curbs and inlets, around concrete utility poles and at radius points along the curbs and at the end of a continuous pour.
- 3.10 Finishing: Strike off concrete sidewalks and driveways by means of a wood or metal screed, used perpendicular to the forms, to obtain required grade and remove surplus water laitance. Broom finish the surfaces and finish edges with an edging tool having a radius of 1/2 inch.

- 3.11 Remove all curb and gutter forms within 24 hours after concrete is in place, and fill minor defects with mortar composed of one part portland cement and two parts fine aggregate. Plastering is not permitted. Finish all curbs and gutter surfaces while the cement is still green to a brush finish. For any surface areas that are too rough or where surface defects make additional finishing necessary, the curb shall be rubbed to a smooth surface with a soft brick or wood block, with water used liberally.
- 3.12 Surface Requirements: Test the gutters with a 20 foot straight edge laid parallel to the centerline of the roadway while the concrete is still plastic. Straight edging shall be done along the edge of the gutter adjacent to the pavement or along other lines on the gutter cross-section. Irregularities in excess of 1/4 inch shall be corrected immediately. Surface variations on sidewalks and driveways shall not exceed 1/4 inch under a 10 foot straight edge, nor more than 1/8 inch on a 5 foot traverse section.
- 3.13 Curing: Concrete shall be cured by the Membrane Curing Compound Method for a continuous period of 72 hours minimum, commencing after completing the finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface. Immediately replace any curing material that may be removed or damaged during the 72-hour period.
- This method requires the application of a clean membrane curing compound or white pigmented curing compound as in the Membrane Curing Compound paragraph above, by a hand sprayer in a single continuous film with uniform coverage of at least one gallon to each 200 square feet. Any cracks, check or other defects shall be recoated immediately. Agitate the curing compound thoroughly in the drum prior to application, and during application as necessary to prevent settlement of the pigment.
- 3.14 Backfilling and Compaction: After the concrete has set sufficiently, but no later than 3 days after the pouring, the spaces in front and back of the curb and other excavation generated from this work shall be refilled to the required elevation with suitable material, placed and thoroughly compacted in layers not to exceed 6 inches.
- 3.15 Protection: The Contractor shall always have materials available to protect the surface of the plastic concrete against rain. These materials shall consist of waterproof paper or plastic sheeting. For slipform construction, materials such as wood planks or forms to protect the edges shall also be required.
- 3.16 Testing: Provide not less than three 6 inches by 12 inches cylinder compressive strength tests (ASTM C 39) and one slump test (ASTM C 143) for each 75 cubic yards of part thereof poured.

END OF SECTION

SECTION 03300- CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 2 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcing, mix design, placement procedures, and finishes.
- B. Concrete paving and walks are specified in Division 2.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 2 Specification Sections.
- B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, curing compounds, and others as requested by Engineer.
- C. Laboratory test reports for concrete materials and mix design test.
- D. Materials certificates in lieu of materials laboratory test reports when permitted by Architect. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with or exceeds specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.
- E. Minutes of pre-construction conference.

1.4 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:
 - 1. ACI 318, "Building Code Requirements for Reinforced Concrete."
 - 2. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
- B. Concrete Testing Service: Orange County will employ a testing laboratory to perform material evaluation tests and to design concrete mixes.

SECTION 03300
CAST IN PLACE CONCRETE

- C. Materials and installed work may require testing and retesting at any time during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.

PART 2 - PRODUCTS

2.1 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire-bar-type supports complying with CRSI specifications.
 - 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
 - 2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs that are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

2.2 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I.
 - 1. Use one brand of cement throughout project unless otherwise acceptable to Engineer.
- B. Fly Ash: ASTM C 618, Type C or Type F.
- C. Normal Weight Aggregates: ASTM C 33 and as herein specified. Provide aggregates from a single source for exposed concrete.
 - 1. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
- D. Lightweight Aggregates: ASTM C 330.
- E. Water: Drinkable.
- F. Admixtures, General: Provide admixtures for concrete that contain not more than 0.1 percent chloride ions.
- G. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

SECTION 03300
CAST IN PLACE CONCRETE

1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
 - a. "Air-Tite," Cormix.
 - b. "Air-Mix" or "Perma-Air," Euclid Chemical Co.
 - c. "Darex AEA" or "Daravair," W.R. Grace & Co.
 - d. "MB-VR" or "Micro-Air," Master Builders, Inc.
 - e. "Sealtight AEA," W.R. Meadows, Inc.
 - f. "Sika AER," Sika Corp.

- H. Water-Reducing Admixture: ASTM C 494, Type A.
 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
 - a. "Chemtard," ChemMasters Corp.
 - b. "PSI N," Cormix.
 - c. "Eucon WR-75," Euclid Chemical Co.
 - d. "WRDA," W.R. Grace & Co.
 - e. "Pozzolith Normal" or "Polyheed," Master Builders, Inc.
 - f. "Prokrete-N," Prokrete Industries.
 - g. "Plastocrete 161," Sika Corp.

- I. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F or Type G.
 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
 - a. "Super P," Anti-Hydro Co., Inc.
 - b. "PSI Super," Cormix.
 - c. "Eucon 37," Euclid Chemical Co.
 - d. "WRDA 19" or "Daracem," W.R. Grace & Co.
 - e. "Rheobuild," Master Builders, Inc.
 - f. "PSP," Prokrete Industries.
 - g. "Sikament 300," Sika Corp.

- J. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.
 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
 - a. "Q-Set," Conspec Marketing & Manufacturing Co.
 - b. "Gilco Accelerator," Cormix.
 - c. "Accelguard 80," Euclid Chemical Co.
 - d. "Daraset," W.R. Grace & Co.

SECTION 03300
CAST IN PLACE CONCRETE

- e. "Pozzutec 20," Master Builders, Inc.
- K. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
 - a. "PSI-R Plus," Cormix.
 - b. "Eucon Retarder 75," Euclid Chemical Co.
 - c. "Daratard-17," W.R. Grace & Co.
 - d. "Pozzolith R," Master Builders, Inc.
 - e. "Protard," Prokrete Industries.
 - f. "Plastiment," Sika Corporation.
- L. Fibrous Reinforcement: Engineered polypropylene fibers designed for secondary reinforcement of concrete slabs.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
 - a. "Fiberstrand 100," Euclid Chemical Co.
 - b. "Fibermesh," Fibermesh, Inc.
 - c. "Forta CR," Forta Corp.
 - d. "Grace Fibers," W.R. Grace & Co.

2.3 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing.
 - 1. Limit use of fly ash to not exceed 25 percent of cement content by weight.
- B. Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until proposed mix designs have been reviewed by Architect.
- C. Design mixes to provide normal weight concrete with the following properties, as indicated on drawings and schedules:
 - 1. Slab-On-Grade: 4000-psi, 28-day compressive strength; W/C ratio, 0.44 maximum (non-air-entrained), 0.35 maximum (air-entrained).
 - 2. Foundations: 3000-psi, 28-day compressive strength; W/C ratio, 0.58 maximum

SECTION 03300
CAST IN PLACE CONCRETE

(non-air-entrained), 0.46 maximum (air-entrained).

2.4 ADMIXTURES

- A. Use water-reducing admixture or high-range water-reducing admixture (Superplasticizer) in concrete as required for placement and workability.
- B. Use nonchloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg F (10 deg C).
- C. Use high-range water-reducing admixture (HRWR) in pumped concrete, concrete for industrial slabs, architectural concrete, parking structure slabs, concrete required to be watertight, and concrete with water/cement ratios below 0.50.
- D. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minus 1-1/2 percent within following limits:
 - 1. Concrete structures and slabs exposed to freezing and thawing, deicer chemicals, or hydraulic pressure:
 - a. 5.0 percent (moderate exposure); 6.0 percent (severe exposure) 3/4-inch max. aggregate.
 - b. 5.5 percent (moderate exposure); 7.0 percent (severe exposure) 1/2-inch max. aggregate.
 - 2. Other concrete (not exposed to freezing, thawing, or hydraulic pressure) or to receive a surface hardener: 2 percent to 4 percent air.
- E. Use admixtures for water reduction and set control in strict compliance with manufacturer's directions.
- F. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:
 - 1. Subjected to freezing and thawing; W/C 0.45.
- G. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
 - 1. Ramps, slabs, and sloping surfaces: Not more than 3 inches.
 - 2. Reinforced foundation systems: Not less than 1 inch and not more than 3 inches.
 - 3. Concrete containing HRWR admixture (Superplasticizer): Not more than 8 inches after addition of HRWR to site-verified 2-inch to 3-inch slump concrete.
 - 4. Other concrete: Not more than 4 inches.

SECTION 03300
CAST IN PLACE CONCRETE

2.5 CONCRETE MIXING

- A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as specified.
 - 1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMS

- A. General: Design, erect, support, brace, and maintain formwork to support vertical and lateral, static and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances complying with ACI 347.
- B. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
- D. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- E. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- F. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

SECTION 03300
CAST IN PLACE CONCRETE

- G. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retighten forms and bracing before concrete placement as required to prevent mortar leaks and maintain proper alignment.

3.2 PLACING REINFORCEMENT

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as herein specified.
 - 1. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as accepted by Architect.
- D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.3 JOINTS

- A. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.
- B. Joint sealant material is specified in Division 2 Sections of these specifications.

3.4 INSTALLATION OF EMBEDDED ITEMS

- A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.
- B. Forms for Slabs: Set edge forms and bulkheads, for slabs to obtain required

elevations and contours in finished surfaces.

3.5 PREPARATION OF FORM SURFACES

- A. General: Coat contact surfaces of forms with an accepted, nonresidual, low-VOC, form-coating compound before reinforcement is placed.
- B. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

3.6 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work.
- B. General: Comply with ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.
- C. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete to avoid segregation at its final location.
- D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
 - 1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
 - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- E. Smooth Form Finish: For formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is an as-cast concrete surface obtained with selected

SECTION 03300
CAST IN PLACE CONCRETE

- F. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating system.
 - 2. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of Ff 20 - Fl 17. Grind smooth surface defects that would telegraph through applied floor covering system.
- G. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming.

3.7 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather, protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply in accordance with manufacturer's instructions after screeding and bull floating, but before power floating and troweling.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting; keep continuously moist for not less than 7 days.
- C. Curing Methods: Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified.
- D. Provide moisture curing by following methods.
 - 2. Keep concrete surface continuously wet by covering with water.
 - 3. Use continuous water-fog spray.
 - 4. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4-inch lap over adjacent absorptive covers.
- E. Provide moisture-cover curing as follows:
 - 1. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears

SECTION 03300
CAST IN PLACE CONCRETE

during curing period using cover material and waterproof tape.

- F. Provide curing and sealing compound to exposed interior slabs and to exterior slabs, walks, and curbs as follows:
 - 1. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours and after surface water sheen has disappeared). Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - 2. Use membrane curing compounds that will not affect surfaces to be covered with finish materials applied directly to concrete.
- G. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces, by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- H. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces, by application of appropriate curing method.
- I. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise directed.

3.8 REMOVAL OF FORMS

- A. General: Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days and until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.
- C. Form-facing material may be removed 4 days after placement only if shores and other vertical supports have been arranged to permit removal of form-facing material without loosening or disturbing shores and supports.

3.9 REUSE OF FORMS

- A. Clean and repair surfaces of forms to be reused in work. Split, frayed, delaminated, or

SECTION 03300
CAST IN PLACE CONCRETE

otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-coating compound as specified for new formwork.

- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces except as acceptable to Architect.

3.10 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. General: Orange County will employ a testing laboratory to perform tests and to submit test reports.
- B. Sampling and testing for quality control during placement of concrete may include the following, as directed by Engineer.
- C. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
 - 1. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
 - 2. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
 - 3. Concrete Temperature: Test hourly when air temperature is 40 deg F (4 deg C) and below, when 80 deg F (27 deg C) and above, and each time a set of compression test specimens is made.
 - 4. Compression Test Specimen: ASTM C 31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cure test specimens are required.
 - 5. Compressive Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yds. plus additional sets for each 50 cu. yds. more than the first 25 cu. yds. of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.
 - 6. When frequency of testing will provide fewer than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
 - 7. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.

SECTION 03300
CAST IN PLACE CONCRETE

- D. Test results will be reported in writing to Architect, Structural Engineer, Ready-Mix Producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.

END OF SECTION