

INVITATION FOR BIDS  
FOR  
BELMONT ESTATES DRAINAGE IMPROVEMENTS

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Mail or Hand Deliver

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

BY 2:00 PM – August 11, 2015

To:

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

Bid Opening:

August 11, 2015 - 2:00 PM

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

Non - Mandatory Pre-Bid Conference – July 21, 2015 8:30 AM  
Project Site -

Just North of 2825 Moss Grove Boulevard, Orlando, FL 32807  
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 John Schmidt at (407) 836-5647, or email to [John.Schmidt@ocfl.net](mailto:John.Schmidt@ocfl.net) .

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

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ISSUED: July 8, 2015

**NOTICE  
INVITATION FOR BID NO. Y15-794-J2**

**BELMONT ESTATES DRAINAGE IMPROVEMENTS**

Sealed bid offers (Original Bid Form and three (3) complete copies) for furnishing the above will be accepted up to **2:00 PM, August 11, 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, 2<sup>nd</sup> 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, 2<sup>nd</sup> floor, Orlando, FL 32801. Phone (407) 836-5635 and Fax (407) 836-5899. The documents are available for a cost of **\$50** non-refundable.
2. A printed copy of the basic solicitation documents and a CD containing the construction plans are available for a cost of **\$50** per CD non-refundable.
3. Complete bid documents **including construction plans and specifications** are now available for downloading from the internet at **orangecountyfl.net**.

**A Non-Mandatory Pre-Bid Conference will be held on July 21, 2015, 8:30 AM, Project Site, Just North of 2825 Moss Grove Boulevard, Orlando, FL 32807.** Interested bidders are encouraged to attend.

**SCOPE OF WORK:** The work consists of the replacement of the existing storm sewer outfall system and associated structures and piping, and the construction of a drainage swale. Other related work includes clearing and grubbing, excavation, embankment, unsuitable subsoil and muck removal, and sodding. All work shall be within the existing right of way and County drainage easements, and no work is permitted within the existing wetland outside of the permitted wetland impact area.

**PROJECT LOCATION:** The project site is located just North of 2825 Moss Grove Boulevard, Orlando, FL 32807.

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, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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 **John Schmidt, email to [John.Schmidt@ocfl.net](mailto:John.Schmidt@ocfl.net)**. To be given consideration, such requests must be received Ten (10) 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](http://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:**

- 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 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 **must** 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 **must** 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 **must** 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 provide 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 contact 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 one of the first four good faith effort requirements (i – iv) then the Bidder will be permitted to substitute one good faith effort requirement with only one of the following with documentation showing that:

- (1) The National Entrepreneur Center (NEC) 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 five hundred thousand dollars and one cent (\$500,000.01) to seven hundred fifty thousand dollars (\$750,000.01); or
- iv. Five (5) percent on contract awards from seven hundred fifty thousand dollars and one cent (\$750,000.01) to two million dollars (\$2,000,000.00);or
- v. Four (4) percent on contract awards from two million dollars and one cent (\$2,000,000.01) to five million dollars (\$5,000,000.00); or
- vi. Three (3) percent on contract awards over five million dollars and one cent (\$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 **must** match **exactly the information provided on** Attachment C-2 to the Bid Forms D, Attachment C-3 and **must** be executed by the apparent low Bidder and all M/WBE Subcontractors and/or suppliers listed on Attachment C-2 **must** 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](http://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 registered service-disabled veteran business enterprises shall be applied on bid awards (sealed bids). The following bid preference scale shall apply to bids submitted by registered service-disabled veteran 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 \$100,000.01 to \$500,000; 6% on bid awards from \$500,00.01 to \$750,000; 5% on bid awards from \$750,000.01 to \$2,000,000; 4% on contract awards from \$2,000,000.01 to \$5,000,000.00 and 3% on bid awards over \$5,000,000.01.

Registered 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 registered 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/deductive 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 **except as provided below.**

**Effective July 1, 2015 the reciprocal local preference shall not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.**

## **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 at least two (2) drainage improvements or drainage retrofit projects successfully completed for a governmental agency by the Bidder as a Prime Contractor or as a Sub-Contractor within the last eight (8) years, and collectively among all similar projects submitted, shall include the below elements. Failure to provide this information may be cause for rejection of the bid.

- Installation of a minimum of 100LF of 36" or greater diameter reinforced concrete drainage pipe.
- Installation of inlet, manholes, and junction boxes.
- Subsoil excavation of organics and muck.

**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.**

**38. MOBILIZATION:**

Mobilization is defined as construction start-up costs required for performance of preparatory work and operations in mobilizing for beginning work on the project. Such costs are necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment, first aid supplies, sanitary and other facilities.

Include the cost of bonds, insurance and any other preconstruction expense necessary for the start of work. Mobilization costs are not part of the physical construction.

The Contractor shall retain adequate documentation to support all mobilization costs. The County may at its discretion verify reasonableness of actual mobilization costs and make an equitable adjustment to contract price if deemed necessary.

The total cost of mobilization shall not exceed 10% of the Estimated Total Base Bid. For purposes of calculation of maximum allowable mobilization, the "Estimated Total Base Bid" is defined as the total of all line items specified to be included in the mobilization calculation, exclusive of any alternates or options, and exclusive of the Mobilization line item.

Failure of the Bidder to comply with this limitation shall result in a reduction of the line item price for Mobilization; or, in the alternative, the bid may be found non-responsive, at the County's option.

### **39. UNBALANCED PRICING**

A. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

The greatest risk associated with unbalanced pricing occur when—

1. Startup work and mobilization are separate line items;
2. Base year quantities and option year quantities are separate line items ; or  
The evaluated price is the aggregate of estimated quantities to be ordered under separate line items of an indefinite-delivery contract.

B. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If cost or price analysis techniques indicate that an offer is unbalanced, the Manager of the Procurement Division shall

1. Consider the risks to the County associated with the unbalanced pricing in determining the competitive range and in making the award decision; and
2. Consider whether award of the contract will result in paying unreasonably high prices for contract performance.
3. An offer may be rejected if the manager determines that the lack of balance poses an unacceptable risk to the County

#### **40. UNIT PRICES**

Unless the Bid Item Schedule contained in Part D specifies otherwise, unit prices shall include all incidental Project costs, including but not limited to, overhead and profit.

The Contract resulting from this solicitation is based on estimated quantities. The contractor shall only be paid for materials installed in the work in accordance with the applicable unit prices for the specific work element (line item). No payment shall be made for excess materials delivered to the jobsite and not incorporated into the work. Therefore, it shall be the contractor's responsibility to determine the quantities of materials necessary to perform the project to its completion.

\*\*\*\*\*

IFB NO. Y15-794 - J2

ISSUED: July 8, 2015

OFFICIAL BID FORM  
FOR  
BELMONT ESTATES DRAINAGE IMPROVEMENTS

\*\*\*\*\*

Mail or Hand Deliver  
ORIGINAL BID FORM AND THREE (3) COMPLETE COPIES  
BY 2:00 PM - August 11, 2015

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

Bid Opening:  
August 11, 2015, - 2:00 PM

INTERNAL OPERATIONS CENTRE II  
PROCUREMENT DIVISION CONFERENCE ROOM, 2<sup>nd</sup> FLOOR  
ORLANDO, FLORIDA

---

**COMPANY NAME**

---

**COMPLETE MAILING ADDRESS**

---

**CITY, COUNTY, STATE, ZIP CODE**

---

<b>TELEPHONE NUMBER</b>	<b>FAX NUMBER</b>
<b>CONTACT PERSON</b>	<b>E-MAIL ADDRESS</b>

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: **BELMONT ESTATES DRAINAGE IMPROVEMENTS** 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 ESTIMATED TOTAL BASE BID.

It is understood that this is a unit price Contract and the resultant Contract will contain estimated quantities, unit prices, extended totals and that the Estimated Total Base Bid is the sum of all pay item totals from the schedule of prices, Page D-3.

The Contract resulting from this solicitation is based on estimated quantities. The contractor shall only be paid for materials installed in the work in accordance with the applicable unit prices for the specific work element (line item). No payment shall be made for excess materials delivered to the jobsite and not incorporated into the work. Therefore, it shall be the contractor's responsibility to determine the quantities of materials necessary to perform the project to its completion.

ESTIMATED TOTAL 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.**



**Y15-794-J2 SCHEDULE OF PRICES**

Item No.	TP No. / FDOT Pay Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	101-1	Mobilization (max 10% of Items 2-18)	LS	1		
2	102-1	Maintenance of Traffic	LS	1		
3	104-1	Prevention, Control and Abatement of Erosion and Water Pollution	LS	1		
4	110-1-1	Clearing and Grubbing	LS	1		
5	120-4	Subsoil Excavation (Organics and Muck)	CY	1,300		
6	120-6	Excavation, Embankment, and Grading	LS	1		
7	425-2-71	Manhole, J-7, (Less than 10')	EA	3		
8	425-2-101	Inlets, Special, J Bottom < 10'	EA	2		
9	430-175-130	Pipe Culvert, SRCP, (Round) (30" SD)	LF	1,137		
10	430-175-136	Pipe Culvert, SRCP, (Round) (36" SD)	LF	525		
11	430-175-236	Pipe Culvert, SRCP, (Ellip) (45"x29" SD)	LF	556		
12	430-175-242	Pipe Culvert, SRCP, (Ellip) (53"x34" SD)	LF	175		
13	430-984-640	Mitered End Sect, SRCP, (Ellip) 53"x34" CD	EA	2		
14	530-3-4	Riprap, Rubble, F&I, Ditch Lining 18" Deep	TN	183		
15	570-1-2	Performance Turf Sod (Bahia)	SY	3,150		
16	900-1	As-Built Plans	LS	1		
17	900-2	Indemnification	LS	1	\$100.00	\$100.00
18	900-3	Groundwater - Treatment and Disposal	DAY	60		
<b>TOTAL ESTIMATED BID PRICE (Total of Items 1-18)</b>					\$ _____	

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.  | <b>Bid Bond on Form in Exhibit 1</b> or Cashier's Check<br>(10% of Base Bid)      | Yes | ___ N/A ___ |
| 7.  | Original Bid Form (marked "Original") & 3<br>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 **120** consecutive calendar days from date of Official Notice to Proceed.
3. Final completion in **150** 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.

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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											
<b>TOTAL</b>											
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**

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**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.

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

**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 at least two (2) drainage improvements or drainage retrofit projects successfully completed for a governmental agency **by the Bidder as a Prime Contractor or as a Sub-Contractor** within the last eight (8) years, and collectively among all similar projects submitted, shall include the below elements. Failure to provide this information may be cause for rejection of the bid.

- Installation of a minimum of 100LF of 36” or greater diameter reinforced concrete drainage pipe.
- Installation of inlet, manholes, and junction boxes.
- Subsoil excavation of organics and muck.

**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 \_\_\_\_\_  
\_\_\_\_\_  
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 \_\_\_\_\_  
\_\_\_\_\_

7. 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 \_\_\_\_\_

**BELMONT ESTATES DRAINAGE IMPROVEMENTS**  
Case or Bid No. **Y15-794 -J2**

**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

**BELMONT ESTATES DRAINAGE IMPROVEMENTS**  
Case or Bid No. **Y15-794 -J2**

**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
<b>TOTAL EXPENDED THIS REPORT</b>			\$



For Staff Use Only:  
Initially submitted on \_\_\_\_\_  
Updated On \_\_\_\_\_

**BELMONT ESTATES DRAINAGE IMPROVEMENTS**  
Case or Bid No. **Y15-794 -J2**

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 **Y15-794 -J2**

**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 **Y15-794 -J2**

**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:

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(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 **Y15-794 -J2**

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- 794-J2, BELMONT ESTATES DRAINAGE IMPROVEMENTS,**  
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. Y15-794-J2**

**NAME OF CONTRACTOR:** \_\_\_\_\_ (referred to herein as  
“Contractor”)

**ADDRESS OF CONTRACTOR:**

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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: **BELMONT ESTATES DRAINAGE IMPROVEMENTS, IFB Y15-794-J2.**

**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  
UNIT PRICE 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 **BELMONT ESTATES DRAINAGE IMPROVEMENTS** in full accordance with the drawings and as elaborated in the specifications of **Invitation for Bids No. Y15-794-J2** 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 Estimated Contract Amount of >(\$>) at the unit prices set forth in the Invitation for Bid Official Bid Form, Part D.

**MAXIMUM CONTRACT AMOUNT:**

The Contractor shall provide written notification to the County's Project Manager when 90% of the total contract amount has been reached. The Contractor shall not proceed beyond 100% of the total contract amount unless duly authorized by a written change order.

**ESTIMATED QUANTITIES:**

This Contract is based on estimated quantities. The contractor shall only be paid for materials installed in the work in accordance with the applicable unit prices for the specific work element (line item). No payment shall be made for excess materials delivered to the jobsite and not incorporated into the work. Therefore, it shall be the contractor's responsibility to determine the quantities of materials necessary to perform the project to its completion.

**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 **\$1,000** 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 **\$1,000**. 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. Y15-794-J2 dated July 8, 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, BELMONT ESTATES DRAINAGE IMPROVEMENTS**".
- c. Addendum No.> dated >;
- d. >'s Bid Proposal dated **August 11, 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 **120** consecutive calendar days from date of Official Notice to Proceed.
- c. Final Completion of the Work shall be achieved not later than **150** 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 \_\_\_\_\_ BY \_\_\_\_\_  
**Johnny M. Richardson, CPPO, CFCM** **Signature**  
**Manager, Procurement Division**

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. Y15-794** with the "County", also referred to herein as the OWNER, for the project entitled: **BELMONT ESTATES DRAINAGE IMPROVEMENTS, just North of 2825 Moss Grove Boulevard, Orlando, FL 32807** 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:** Work consists of the replacement of the existing storm sewer outfall system and associated structures and piping, and the construction of a drainage swale.

**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. Y15-794** with the "County", also referred to herein as the OWNER, for the project entitled: **BELMONT ESTATES DRAINAGE IMPROVEMENTS, just North of 2825 Moss Grove Boulevard, Orlando, FL 32807** 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:** Work consists of the replacement of the existing storm sewer outfall system and associated structures and piping, and the construction of a drainage swale.

**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, alternations 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. Y15-794, entitled:

BELMONT ESTATES DRAINAGE IMPROVEMENTS

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 \_\_\_\_\_

<b>1.CONTRACT#</b>	<b>2.MODIFICATION#</b>	<b>3.DATED</b>
<b>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.</b>		
<b>5.NAME OF SURETY</b>	<b>6.INCREASE IN LIABILITYLIMIT UNDER PERFORMANCE BOND</b>	<b>7.INCREASE IN LIABILITYLIMIT UNDER PAYMENT BOND</b>
<b>a. SURETY ADDRESS</b>	<b>b. SIGNATURE</b>  <b>c. TYPED NAME AND TITLE</b>  <b>d. DATE THIS CONSENT EXECUTED</b>	

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).

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, Stormwater Management Division, or designee  
Address: 4200 S. John Young Parkway, Orlando, FL 32839  
Phone: 407-836-7770

### **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 included (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 will comply with all requirements of Orange County's Minority/Women Owned Business Enterprise Ordinance No. 94-01, as amended by Ordinance No. 2009-21. In summary, the ordinances establish a goal of 25% of the County's annual monetary value of contracts be awarded to minority/women owned business enterprises meeting Contract specifications.

The goals for work force employment levels are 18% minority and 6% women. Other provisions of the Ordinance as it pertains to construction projects may be found in Part C of this document.

To facilitate monitoring for compliance with the Ordinance, the Contractor **must**:

- A. Provide to the County's Business Development Division all subcontracts and/or purchase orders, fully executed by both parties, with each Subcontractor and supplier listed on Attachment C-2 in the Prime Contractor's bid (M/WBE's and non-M/WBE's). **The prime Contract will not be executed by the County until these documents are on file in the Business Development Division.** Prime Contractor should include in the subcontract / purchase order a statement that makes the legality of the document contingent upon execution of the prime Contract by the County.
- B. The Contractor **must** 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 **must** 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. The timeliness of such payments may be evaluated by the Business Development Division in considering compliance with the Ordinance.**

- C. The Contractor **must** submit:
  - 1) A Monthly Workforce Report (Current Field Employment Data). Contractor shall also ensure that all Subcontractors/suppliers with contracts over \$50,000 supply a Monthly Workforce Report; and
  - 2) A Monthly Prime Contractor's Report including M/WBE Utilization Reports

The Contractor shall furnish written documentation evidencing actual dollars paid to each Subcontractor/supplier listed and/or utilized by the Contractor. This will include, but not be limited to: copies of canceled checks, approved invoices, and signed, sworn affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the Contractor prior to issuance of final payment.

The required reports are to be submitted to the Business Development Division no later than the fifth day of each month beginning one month after the Work begins and to continue until Final Completion. Contractor's Progress Payments may be delayed if reports are not submitted in a timely manner.

The final Prime Contractor's Report-M/WBE Utilization Report **must** be signed by the Contractor's authorized agent certifying that all information contained therein is a true and accurate account of M/WBE utilization per the bid and contract documents. Approval of the final Application for Payment is contingent upon receipt of this certification.

- D. Contractor **must** not substitute, replace or terminate any M/WBE firm without **prior written authorization of the County**, nor **must** the Contractor reduce the scope of work or monetary value of a subcontract without prior written authorization of the County. All modifications, additions and deletions to any and all Contracts issued to said M/WBE's **must** also have prior written authorization of the County.
- E. The Contractor shall expeditiously advise all M/WBE's and the Business Development Division of all Change Orders, contract modifications, additions and deletions to any and all contracts issued to said M/WBE's.
- F. Failure of the Contractor to adhere to the provisions of the Ordinance may subject the Contractor to penalties as outlined in Sec. 17-326 of the Ordinance. The penalties include:
  - 1) Liquidated damages up to 10% of the Contract;
  - 2) Suspension or permanent debarment from bidding;
  - 3) Termination of any present contracts;
  - 4) Withholding retainage;
  - 5) A negative evaluation of good-faith effort on future bids;
  - 6) Withholding of 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:

<b>ACCRUED NET SAVINGS</b>	<b>CONTRACTOR'S SHARE %</b>	<b>COUNTY'S SHARE %</b>
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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) and Description Of Completed Operations</b>
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><b>A. Section II – Who is An Insured</b> 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"> <li>1. Your acts omissions; or</li> <li>2. The acts or omissions of those acting on your behalf;</li> </ol> <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"> <li>1. The insurance afforded to such additional insured only applies to the extent permitted by law; and</li> <li>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.</li> </ol>	<p><b>B.</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"> <li>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</li> <li>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.</li> </ol> <p><b>C.</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:</p> <ol style="list-style-type: none"> <li>1. Required by the contract or agreement; or</li> <li>2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.</li> </ol> <p>This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</p>



## 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.

**PART G**

**SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS**

Belmont Estates Drainage Improvements

**SUPPLEMENTAL CONDITIONS**

**ARTICLE 1 – CONTRACT**

GENERAL CONDITION, PART F, ARTICLE 1, CONTRACT, is appended as follows:

All specifications, drawings and copies thereof furnished by the COUNTY shall remain the property of the COUNTY. They shall not be used on another project and, with the exception of those sets, which have been signed in connection with execution of the Agreement, shall be returned to the COUNTY upon completion of the project.

Duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warrants, 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 Contract Documents.

This is a Unit Price Contract, and the base bid is the sum of all pay item totals. The COUNTY reserves the right to correct errors in the pay item totals arising from incorrect extensions. See Part C, Paragraph 4, "Bid Errors".

**ARTICLE 2 - DEFINITIONS**

GENERAL CONDITION, PART F, ARTICLE 2, DEFINITIONS, "**Specifications**", is appended as follows:

"**Specifications**" or "**Standard Specifications**" shall mean the 2013 edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, and supplements thereto (unless otherwise noted), and the Orange County Road Construction Specifications latest edition as specified in the contract and/or contract documents and modified herein. In the event of a conflict between the FDOT Standard Specifications and the General Conditions or Supplemental Conditions provided in the Contract Documents, the Contract Documents shall prevail.

When reference is made to a Division, Section, or Article, it shall mean a Division, Section, or Article of said "**Specifications**" or "**Orange County Road Construction Specifications**", but shall not be construed to include the Division, Section or Article in its entirety unless so directed by the ENGINEER.

Each reference to Basis of Payment in said "**Specifications**" is superseded by the conditions contained in the Technical Provisions and all other conditions related to Basis of Payment contained in these specifications, unless otherwise directed by the Engineer.

GENERAL CONDITION, PART F, ARTICLE 2, DEFINITIONS, "**Project Manager**", is appended as follows:



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When references are made to PROJECT MANAGER, other terms that may be substituted / used are PROJECT ENGINEER, ENGINEER, PROJECT ADMINISTRATOR, and RESIDENT PROJECT REPRESENTATIVE.

**ARTICLE 3 – NO ASSIGNMENT OF CONTRACT**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 4 – QUALIFICATIONS OF SUBCONTRACTORS AND SUPPLIERS**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 5 – STARTING THE WORK**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 6 – INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS**

GENERAL CONDITION, PART F, ARTICLE 6, INTERPRETATION AND INTENT OF THE CONSTRUCTION DOCUMENTS, is appended as follows:

The project shall be constructed in accordance with these Supplemental Conditions, Special Provisions and the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction," 2013 edition, the "Supplemental Specifications for Road and Bridge Construction," 2013 edition, and the "Orange County Road Construction Specifications," latest edition, hereafter referred to as the "Specifications".

Wherever the terms "APPROVE", "APPROVED", "APPROVAL", "ACCEPT", "ACCEPTED", "ACCEPTANCE" or other derivations of these terms are used within these specification or references therein in the context of actions to be taken by the COUNTY or its representatives with respect to submittals made by, or work performed by the CONTRACTOR, they shall mean that the COUNTY or its representative finds no exception with the submittal or the work provided/performed by the CONTRACTOR. Acceptance or approval by the COUNTY or its representative shall NOT relieve the CONTRACTOR of any responsibility for conformance to the intent of the plans and specifications, for the accuracy of dimensions and details, for conformity of dimensions and details, or for adherence to generally accepted engineering and construction practices.

**ARTICLE 7 – REFERENCE POINTS**

GENERAL CONDITION, PART F, ARTICLE 7, REFERENCE POINTS, "Reference Points" is appended as follows:

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**General:** The CONTRACTOR shall employ a Professional Surveyor and Mapper (PS&M), registered in the State of Florida and satisfactory to the COUNTY, to lay out the work for bench marks, points and lines noted on the Contract Documents, established at the site, or supplied by the COUNTY. The CONTRACTOR shall provide to the COUNTY at the pre-construction conference, the name of the Professional Surveyor and Mapper to perform Project survey work. All work of every description shall be laid out and checked by the CONTRACTOR who will be held solely responsible for its correctness.

Work may be checked by the PROJECT MANAGER and, in the event of a discrepancy, the PROJECT MANAGER'S decision shall be final.

No special compensation will be made to the CONTRACTOR to defray costs of surveys and measurements, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under this contract.

Prior to the beginning of any construction the CONTRACTOR shall submit to the COUNTY a set of field notes verifying the existing benchmark elevations relative to the reference benchmarks shown on the construction plans. The CONTRACTOR shall also verify ties from project control points to reference points as shown on the construction plans. A set of field notes for all additional benchmark and reference point ties shall be submitted to the PROJECT MANAGER. All submittals shall be signed and sealed by a Professional Surveyor and Mapper registered in the State of Florida.

Within twenty-one (21) calendar days after receiving the Notice to Proceed, the CONTRACTOR shall have a licensed Professional Surveyor and Mapper establish in the field the proposed roadway centerline, right-of-way and construction easements using wooden 1" X 4" X 4'0" stakes at a maximum spacing of 100 feet. Stations shall be marked on each stake and shall be of sufficient size and clarity that they can be easily read by the unaided eye at a distance of 150 feet. Right-of-way and construction easement staking shall be maintained by the CONTRACTOR throughout construction. No invoice for payment will be processed until the right-of-way has been staked to the satisfaction of the ENGINEER. Payment is included in the price for bid item number 101-1 "Mobilization". The CONTRACTOR shall pay all expenses in connection with this work.

All survey work shall comply with Chapter 5J-17, Florida Administrative Code (F.A.C.), regarding minimum technical standards for land surveying in the State of Florida.

The CONTRACTOR shall perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items.

When performing utility construction as part of the project, the CONTRACTOR will establish all horizontal and vertical controls necessary to carry out such work.

**Specific Staking Requirements:** When performing new base construction as part of the project, the CONTRACTOR shall set stakes to establish lines and grades for subgrade, base,

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curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. The CONTRACTOR shall set grade stakes at locations that the Engineer directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.

For bridge construction stakes and other control, the CONTRACTOR shall set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.

For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), the CONTRACTOR shall provide only such stakes as necessary for horizontal and vertical control of work items.

For resurfacing and resurfacing-widening type projects, the CONTRACTOR shall establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.

The CONTRACTOR shall establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, the CONTRACTOR shall establish these points in the same manner as used for horizontal control of paving operations. The CONTRACTOR shall mark the pavement with white paint. If performing striping, the PROJECT MANAGER may approve an alternate method for layout of striping provided that the CONTRACTOR achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

For projects that include temporary or permanent striping of "no passing zones", the CONTRACTOR shall provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from the preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the COUNTY will provide the location and length of the "no passing zones" during construction. For these projects, the CONTRACTOR shall notify the PROJECT MANAGER not less than 21 calendar days prior to beginning striping.

**Benchmarks:** During construction the CONTRACTOR shall provide a Control Point Metal Disk set in concrete (e.g. in headwalls, back of sidewalks, back of inlets, etc.) at the beginning and end of the project and at a maximum of 1100 feet between existing or established benchmarks along the project alignment. The CONTRACTOR'S Professional Surveyor and Mapper (PS&M) shall conduct a three wire leveling run through the benchmarks based on Orange County Datum NAVD88 (or other datum as specified on the Engineering plans). The level work will be performed to Second Order, Class II standards (or better) and the maximum allowable error will be no more than 8 mm times the square root of "K", where "K" is the total distance in kilometers. This is also approximately equivalent to 0.035 feet times the square root of "K", where "K" is the total distance in miles. The level run will be performed with a geodetic

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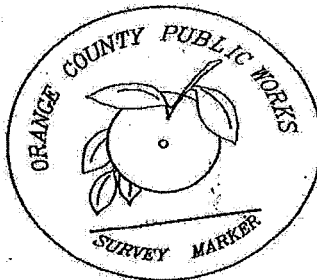
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automatic level or better whose three wires will be read to 0.001 meters or 0.001 feet. Invar rods are preferred but not required. Digital automatic levels with associated bar code rods are also acceptable. Prior to the issuance of final completion, the CONTRACTOR shall submit a copy of the field notes certified by the PS&M to the PROJECT MANAGER. Benchmark elevations shall be expressed in English units.

Orange County survey monuments shall be aluminum or brass stamped as shown on the attached sketch. The contractor shall procure the monuments from any commercial supplier of survey monuments. The contractor is advised that the County obtains its monuments from Berntsen International, Inc.; [www.berntsen.com](http://www.berntsen.com) Berntsen disc no. C35D-(3-1/2" domed) Logo no. B9119 (800-356-7388).



**Control Points:** At the end of construction, all permanent control points as shown on the construction plans survey control sheet shall be set along the centerline of construction. Permanent control points that fall on a hard surface such as pavement or concrete shall be set as p.k. nails and discs or other form of monumentation that is both durable and identifiable and must be approved by the County Surveyor or authorized agent. All others shall be 4" x 4" concrete monuments having a minimum of 24" in length. All points shall be marked with a cap or disk bearing the surveyor's registration number.

**Property Corners:** Property corners shall be set at intersections of right-of-way lines and property lines (at all corners that have been destroyed during construction for all Orange County construction projects). Monumentation meeting the requirements described above under "Control Points" shall be set at all breaks in right-of-way lines, P.C.'s, P.T.'s, curve intersections and at least every 1,000 feet along the right-of-way line and shall bear the registration number of the surveyor.

**Public Land Corners:** All public land corners within the limits of construction shall be protected. If a corner monument is in danger of being destroyed or disturbed, the CONTRACTOR shall notify the PROJECT MANAGER, and the COUNTY SURVEYOR, without delay, by telephone. The CONTRACTOR shall provide written follow-up confirmation within forty-eight (48) hours of telephone notification. In the event that a land corner is

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disturbed or damaged it will be reset with a 4" x 4" concrete monument, which shall be protected in a cast iron valve box, if in pavement.

Prior to the issuance of final completion, the CONTRACTOR shall submit certified corner records, prepared by a Professional Surveyor and Mapper, for all altered, reset and/or relocated public land corners to the Florida Department of Environmental Protection, Bureau of Survey and Mapping, in accordance with the requirements of Chapter 177.507 of the Florida Statutes. A certified copy shall also be provided to the PROJECT MANAGER. Furthermore, the Professional Surveyor and Mapper will note on the AS-BUILT PLANS the location of all corners set or found and submit copies of all field notes to the County Surveyor or his/her agent.

**National Geodetic Survey (N.G.S.) / United States Coast & Geodetic Survey (U.S.C. & G.S.) Monuments:** The CONTRACTOR shall immediately notify the PROJECT MANAGER of any N.G.S. / U.S.C. & G.S. monuments which may be in danger of being disturbed. For instructions on how to relocate any N.G.S. monuments the CONTRACTOR shall notify in writing:

State Geodetic Advisor  
Bureau of Surveying and Mapping  
3900 Commonwealth Blvd., Suite 105  
Tallahassee, FL 32399-3000  
Phone: (850) 245-2606  
Fax: (850) 245-2645

Orange County Surveyor  
Engineering Division, Public Works Dept  
4200 S. John Young Parkway  
Orlando, FL 32839-9205  
Phone: (407) 836-7941  
Fax: (407) 836-8024

The CONTRACTOR shall bear all costs of establishing, relocating or re-establishing all disturbed N.G.S. monuments, public land corners, property corners, or right-of-way monuments.

The complete survey field book shall be submitted to the County Surveyor concurrently with the submission of the CONTRACTOR'S requisition for final payment. When a data collector is used, the CONTRACTOR shall submit a paper copy of the raw data files bound in a book, together with the electronic copy on a disk.

#### **ARTICLE 8 – BONDS, INSURANCE AND INDEMNIFICATION**

No changes. See PART F GENERAL CONDITIONS.

#### **ARTICLE 9 – CONTRACTOR'S RESPONSIBILITIES**

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "Supervision and Superintendence", second paragraph, is appended as follows:

The CONTRACTOR shall provide a competent superintendent at the site at all times while work is in progress to act as the CONTRACTOR'S agent. The superintendent shall be capable of

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properly interpreting the Contract Documents, have sufficient experience in highway/street construction, and be able to speak and understand English. The superintendent shall have full authority to receive instructions from the PROJECT MANAGER and to execute the orders or directions of the PROJECT MANAGER, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The CONTRACTOR shall furnish the qualifications of the proposed superintendent to the PROJECT MANAGER at the preconstruction conference. The COUNTY shall be the sole determiner of whether or not the experience of the superintendent is sufficient for the purposes of this paragraph. At least one other responsible person who speaks and understands English shall be on the project during all working hours.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Supervision and Superintendence**", is appended as follows:

**Supervision for Emergencies:** A responsible person, who speaks and understands English, shall be available at or reasonably near the worksite on a 24 hour basis, seven days a week. This person shall be designated as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. A list of the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, shall be submitted to the COUNTY.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Permits**", is appended as follows:

**Certifications/Permit Compliance:** The CONTRACTOR shall prepare and submit all certifications required by regulatory agencies having jurisdiction over the project, including engineer's certifications and as-built drawings required by the Water Management District(s). The final 5 percent retainage shall not be released, and/or the final pay request shall not be accepted until all required certifications have been submitted and accepted by the regulatory agencies.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "**Record Drawings**", is appended as follows:

**As-Built Plans:** AS-BUILT PLANS shall be used for no other purpose than recording changes, shall be updated at least once weekly, and stored separate and apart from plans used on a routine basis. They shall show locations and elevations of paving, swales, ditches, pipes and structures constructed and all relocated or reset property corners, section corners and 1/4 section corners. The AS-BUILT PLANS shall be available to the PROJECT MANAGER upon request. Upon the completion of the project the CONTRACTOR shall submit to the PROJECT

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MANAGER one set of signed and sealed AS-BUILT PLANS and PDF file on CD. These AS-BUILT PLANS shall delineate all revised information in bold notation.

#### DELIVERABLES AS FOLLOWS:

- A paper copy of the plans available at all times at the job site during the entire duration of the project marked up in red by the CONTRACTOR, and showing all deviations from the design locations and elevations.
- The CONTRACTOR shall submit an updated copy (paper or pdf file on CD) of the red line As-Built Plan concurrent with each application for progress payment. The update red line As-Built Plan shall focus on the period from the last red line As-Built Plan to the current red line As-Built Plan submitted with the application for progress payment. The updated red line As-Built Plan shall be reviewed and approved by the Orange County Inspector prior to the CONTRACTOR'S submittal. The CONTRACTOR'S failure to submit an updated copy (paper or pdf file on CD) of the red line As-Built Plan as described herein with an application for progress payment shall be sufficient reason for rejection of the progress payment request. Should the Project Manager reject the updated red line As-Built Plan submitted, the entire progress payment request shall be rejected and must be resubmitted.
- A PDF file of the "As-Built Plans" prepared by an appropriately licensed professional on a CD of the construction drawings showing the design horizontal location and elevation of all facilities constructed or incorporated into the project with changed values struck through with a single line to maintain legibility and the new value added. Facilities constructed in a modified fashion from that shown on the construction plans shall be shown and identified in their originally designed and final as-constructed configurations. Facilities added shall be shown and identified.
- One (1) paper copies of the "As-Built Plans", as described below, signed and sealed by the appropriately licensed professional that prepared them

Upon the completion of the project the CONTRACTOR shall submit the AS-BUILT PLANS as an electronic file in PDF format and (1) One, (see above) - paper drawing which shall have Statements of Certification certifying that the project was constructed according to the Construction Plans and Specifications, and that the AS-BUILT PLANS are a correct representation of what was constructed. The CONTRACTOR shall include the Statement of Certification on either the cover sheets of the AS-BUILT PLANS certifying all of the sheets or certify each individual sheet. The Statements of Certification shall be signed and sealed by a Professional Engineer and/or a Professional Surveyor and Mapper, both registered in the State of Florida.

The CONTRACTOR'S failure to maintain current and accurate AS-BUILT PLANS may result in withholding payments to cover costs of obtaining and recording information sufficient to fully document construction varying from the bid documents. The COUNTY'S cost, including consultant fees, of obtaining as-built information will be deducted from the contract amount. The

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CONTRACTOR'S request for final payment shall be accompanied by one complete, legible set of AS-BUILT PLANS and PDF file on disc. The cost of the AS-BUILT PLANS and pdf file shall be included in the pay item 900-1, As Built Plans – Lump Sum. This cost covers roadway bid items only and does not cover the Orange County Utilities or other third party AS-BUILT PLANS.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "Safety And Protection", is appended as follows:

**Protection of Property:** The CONTRACTOR shall be responsible for any damage whatsoever whether occurring within or outside of the boundaries of the PROJECT including any property adjacent to the PROJECT when such damage is caused in whole or in part by any act of the CONTRACTOR or any employee, agent or subcontractor working under, with or in privity to the CONTRACTOR. The CONTRACTOR and all the aforementioned parties shall stay off private property adjacent to the PROJECT unless the CONTRACTOR receives from the affected property owner a written release, which specifically releases the COUNTY from any liability for any damage to such property caused by any acts other than those of the COUNTY. This written release must be acceptable in form to the PROJECT MANAGER and delivered to and accepted by the PROJECT MANAGER before the CONTRACTOR makes any entry upon such private property. The CONTRACTOR shall also obtain all necessary permits and approvals from all regulatory agencies for all activities to be conducted by the CONTRACTOR on the private property. Necessary approvals may include, but are not limited to the United States Army Corps of Engineers, the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the Florida Department of Transportation, the applicable Water Management District, the Orange County Environment Protection Division (EPD), and applicable municipal agencies for properties located within incorporated areas. The CONTRACTOR shall provide written documentation to the PROJECT MANAGER of the necessary approvals and permits having been obtained.

At the preconstruction conference, CONTRACTOR shall submit to the PROJECT MANAGER a current aerial map (11" x 17" minimum size) depicting at a minimum the temporary staging area including property lines, easement lines, and right-of-way lines. The PROJECT MANAGER will submit the aerial map to the Manager of the Orange County Environmental Protection Division (EPD) with a request to perform a cursory review of the CONTRACTOR'S proposed temporary staging area. Within 30 calendar days of receipt of the request, EPD will provide a summary to the PROJECT MANAGER of any natural resource issues or concerns that occur on the site for the CONTRACTOR'S consideration. CONTRACTOR is hereby notified that the proposed temporary staging area shall not be utilized until such time as EPD completes their cursory review and all other items within the contract documents pertaining to the temporary staging area are satisfied. No additional time or special compensation will be made to the CONTRACTOR to defray costs of any of the work or delays for complying with the requirements of the above.



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GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, is appended as follows:

**Site Investigation:** The CONTRACTOR shall be responsible for satisfactorily determining, prior to the submission of a bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all costs pertaining to the work. Any claims for extras based on substrata or groundwater table conditions will not be allowed.

Information available to the COUNTY on subsoil conditions is available to bidders as information only and solely for the convenience of bidders. The COUNTY does not warrant or guarantee the accuracy or correctness of this information with respect to actual subsurface conditions. The CONTRACTOR agrees that he will make no claims against the COUNTY if, in carrying out the work, he finds that actual conditions encountered do not conform to those indicated.

Information shown on the plans as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, and it shall be the CONTRACTOR'S responsibility to determine the location, character and depth of any existing utilities and to assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from the CONTRACTOR'S activities.

Unless otherwise noted, the CONTRACTOR will take ownership of all materials encountered which are designated to be removed or not incorporated into the Work, such as paving materials, paving brick, asphalt block, RAP/Milled material, concrete slab, sidewalk, curb and gutter, pipe materials, etc., excavated in the removal of existing pavements, and dispose of them outside of the right-of-way. Payment for this item shall be included in Pay Item No. 110-1 Clearing and Grubbing.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "Use of Public Roads and Streets", is added as follows:

**Use of Public Roads and Streets:** Use of public streets shall be such as to provide a minimum of inconvenience to the public and to traffic. Any earth or excavated material spilled from trucks shall be removed by the CONTRACTOR and streets cleaned to the satisfaction of the PROJECT MANAGER. Cleaning may include street sweeping and/or washing, if so directed by the PROJECT MANAGER.

The CONTRACTOR shall provide vehicular access to each residence, subdivision and other public roads at all times.

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GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "Care of trees, Shrubs and Grass", is added as follows:

**Care of trees, Shrubs and Grass:** The CONTRACTOR shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this Contract. After completion of the work, the CONTRACTOR shall replace or restore to the original condition all destroyed or damaged shrubbery or grass areas. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "Use of Explosives", is added as follows:

No use of explosives will be allowed for the execution of the work.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "Damage to Existing Structures and Utilities", is added as follows:

**Damage to Existing Structures and Utilities:** The CONTRACTOR shall be responsible for and make good all damage resulting from his activities, both within and beyond the limits of this contract, to buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures, which may be encountered, whether or not shown on the plans.

GENERAL CONDITION, PART F, ARTICLE 9, CONTRACTOR'S RESPONSIBILITIES, "Cleaning Up", is appended as follows:

**Final Clean Up:** The entire street shall be cleaned by sweeping or washing, as determined by the PROJECT MANAGER, prior to final acceptance.

#### ARTICLE 10 – WORK BY OTHERS AND UTILITY COORDINATION

GENERAL CONDITION, PART F, ARTICLE 10, WORK BY OTHERS, is appended as follows:

The CONTRACTOR shall cooperate with owners of any underground or overhead utilities in their removal and relocation operations, in order that these operations may progress in a timely, reasonable and orderly manner and that service rendered by these parties will not be interrupted.

Excavators shall comply with Florida Statutes, Chapter 553.851, regarding notification of existing gas and oil pipeline company owners prior to excavating. **Evidence of such notice shall be furnished to the PROJECT MANAGER prior to excavating.** During the period of this

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contract the CONTRACTOR shall coordinate all utility relocations and adjustments necessary for the project. The CONTRACTOR shall conduct meetings weekly or at a frequency approved by the Engineer with all affected Utility Owners, and the minutes of those meetings shall be distributed to each Utility owner, the PROJECT MANAGER, and any other affected entity. The CONTRACTOR shall incorporate the durations listed in the Utility Relocation Schedules into his Contract Schedule, and transmit copies of that schedule to each Utility owner. The CONTRACTOR shall constantly communicate the status of the progress of the project to the Utility Owners, and advise them of any potential impacts to the progress due to the presence of the utilities. The CONTRACTOR shall keep the COUNTY and the County's PROJECT MANAGER apprised of all developments related to Utility Relocation and job progress. The CONTRACTOR shall coordinate during the period of this contract with the applicable lighting facility owners for the installation of roadway lighting facilities for the project. CONTRACTOR shall not be entitled to additional compensation from COUNTY as a result of failure of any utility to remove, relocate, or install their facilities within any particular time frame.

**ARTICLE 11 – PROJECT OWNER STATUS DURING CONSTRUCTION**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 12 – CHANGES IN THE WORK**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 13 – CHANGE OF CONTRACT AMOUNT AND CONTRACT TIME**

GENERAL CONDITION, PART F, ARTICLE 13, CHANGE OF CONTRACT AMOUNT AND CONTRACT TIME, is appended as follows:

The number of days of any change to the contract time incorporated by Change Order shall be applied to both the Substantial Completion time and the Final Completion time, unless otherwise established by the COUNTY in these specifications.

**ARTICLE 14 – CONDITION OF MATERIALS AND PACKAGING**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 15 – ASBESTOS FREE MATERIALS**

No changes. See PART F GENERAL CONDITIONS.

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**ARTICLE 16 – WARRANTY AND GUARANTEE, ACCEPTANCE OF DEFECTIVE WORK**

GENERAL CONDITION, PART F, ARTICLE 16, WARRANTY AND GUARANTEE, ACCEPTANCE OF DEFECTIVE WORK, “**Tests and Inspections**”, is appended as follows:

The cost of laboratory testing routinely performed on the job site or subsequent to samples typically retrieved from the job site, shall be borne by the COUNTY, except for testing called for in the Technical Provisions to be provided by the CONTRACTOR. Concrete and Soil-Cement mix design, and groundwater testing costs shall be borne by the CONTRACTOR.

All testing, except Soil-Cement testing, shall be in accordance with the applicable portions of Division I, Section 6 of the STANDARD SPECIFICATIONS. Soil-Cement testing shall be in accordance with Part H, Technical Provision 270 (TP-270).

The Record Laboratory is the testing laboratory contracted by the COUNTY. Only results of testing by the Record Laboratory shall be considered in evaluating the CONTRACTOR'S compliance with contract requirements.

The CONTRACTOR may be required to reimburse the COUNTY for the cost of all failed tests, including consultant fees, when the percentage of failed tests exceeds 15% of all tests taken. At the COUNTY'S discretion these costs may be deducted from the contract amount.

**ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 18 – PAYMENT AND COMPLETION**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 19 – SUSPENSION OF WORK AND TERMINATION**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 20 – MAINTENANCE AND EXAMINATION OF RECORDS**

No changes. See PART F GENERAL CONDITIONS.

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

No changes. See PART F GENERAL CONDITIONS.

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**ARTICLE 22 – FEDERAL REQUIREMENTS**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 23 – VERBAL ORDERS**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 24 – MISCELLANEOUS**

GENERAL CONDITION, PART F, ARTICLE 24, MISCELLANEOUS, is appended as follows:

Whenever any provision of the Contract Documents requires giving of notice by the COUNTY, 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 sent by registered or certified mail (postage prepaid) and delivered to the last business address known to the COUNTY.

**ARTICLE 25 – CONTRACT CLAIMS**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 26 – VALUE ENGINEERING**

No changes. See PART F GENERAL CONDITIONS.

**ARTICLE 27 – PATENTS AND ROYALTIES**

No changes. See PART F GENERAL CONDITIONS.

ARTICLE 28, PROSECUTION AND PROGRESS OF WORK, is added as follows:

**ARTICLE 28 - PROSECUTION AND PROGRESS OF WORK**

**Submission of Working Schedule:** The CONTRACTOR shall provide a schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the established Contract Time. The order and interdependence of activities and the sequence for accomplishing the work shall be shown. All activities shall be described in sufficient detail so that the COUNTY can readily identify the

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#### Belmont Estates Drainage Improvements

### SUPPLEMENTAL CONDITIONS

planned work and measure the progress of each activity. Each activity will be shown with a beginning work date, duration, and monetary value.

Activities for the procurement, fabrication, and/or delivery of materials, batch plants, and equipment shall be included.

Activities for the review of shop drawings and submittals shall be included.

Activities indicating coordination with utility owners that have facilities within the limits of construction requiring adjustment or relocation shall be included.

Milestone activities, when required by the Contract Documents, shall be included.

In a project with more than one phase, each phase and its completion date shall be adequately identified. Activities will not be allowed to span more than one phase.

The CONTRACTOR shall submit a narrative with the schedule, consisting of a concise written description of the construction plan.

An updated Work Progress Schedule shall be submitted monthly to the COUNTY. All changes in the planned order start or finish dates, or duration of an activity will be applied.

A revised Work Progress Schedule shall be submitted to the COUNTY for acceptance when significant changes are made to the logic or durations of the activities. The COUNTY will review the corrected schedule and respond within 7 calendar days of receipt.

The COUNTY will return inadequate schedules to the CONTRACTOR for corrections. A corrected schedule will be resubmitted within 15 calendar days from the date of the COUNTY's return transmittal. By acceptance of the schedule, the COUNTY does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

The COUNTY will use the initially accepted schedule as the baseline against which to measure progress and identify critical activities that are controlling items of work.

If the CONTRACTOR fails to finalize either the initial or a revised schedule in the time specified, the COUNTY will withhold all Contract payments until the schedule is accepted.

**Work Hours:** Project work hours shall be between 7:00 AM and 6:00 PM Monday through Friday, exclusive of normal Orange County holidays, unless approved otherwise by the PROJECT MANAGER. The CONTRACTOR shall request approval from the PROJECT MANAGER at least 72 hours in advance for work outside those hours. Work before 7:00AM or after 3:30PM, or on days other than the above described normal work days, and requiring the presence of the COUNTY'S RESIDENT PROJECT REPRESENTATIVE shall require that the CONTRACTOR reimburse the COUNTY for the salary and overtime cost of the RESIDENT PROJECT REPRESENTATIVE. Reimbursement shall be made by the CONTRACTOR at the rate of \$44.00 per hour by check payable to the Board of County Commissioners accompanying each monthly pay request. Each pay request shall include a tabulation of the overtime dates, times, hours and costs for the preceding month. The amount of the check must agree with the tabulated total. In the event the CONTRACTOR chooses to not submit a pay request when normally due for work he has completed, the CONTRACTOR shall submit a pay request showing that no payment is due to him, and shall include the tabulation of the overtime worked during the preceding month. Payment must be made for overtime work performed to address

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Belmont Estates Drainage Improvements

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emergencies outside the above described normal working hours, unless the RESIDENT PROJECT REPRESENTATIVE determines, at his or her sole discretion that the emergency is the result of actions by third parties.

**Compliance with Time Requirements:** The CONTRACTOR shall commence work in accordance with the accepted Work Progress Schedule and provide sufficient labor, materials and equipment to complete the work within the time limit(s) set forth. Should the CONTRACTOR fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the work in accordance with the accepted schedule, the COUNTY may withhold all estimates that are, or may become due, and/or suspend the work until the CONTRACTOR corrects such deficiencies.

**Video Survey:** The CONTRACTOR shall submit a quality video documenting before and after construction field conditions for the entire project. The PROJECT MANAGER will approve all views.

Payment for this item will be included in other items of work.

**Project Progress Aerial Photographs:** The CONTRACTOR shall submit aerial photographic prints monthly with progress payment requests. The first set of aerial photographic prints must be taken prior to any clearing and grubbing. The aerial photographs shall be in color and at least 11" x 14" (280 mm x 356 mm) in size. Exposures shall be made at 10 per mile (10 per 1.6 km) minimum plus one exposure for each offsite construction area. The PROJECT MANAGER will approve all views.

Payment for this item will be included in other items of work.

ARTICLE 29, METHOD OF MEASUREMENT, is added as follows:

#### **ARTICLE 29 - METHOD OF MEASUREMENT**

All measurements for payment shall be based on the completed work performed in strict accordance with Contract Documents. All work completed under this contract shall be measured by the CONTRACTOR or his representatives in the presence of the PROJECT MANAGER.

**THIS ENDS THE SUPPLEMENTAL CONDITIONS**

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#### Belmont Estates Drainage Improvements

### SPECIAL PROVISIONS

1. **DRAINAGE IMPROVEMENTS:** The improvement design includes replacing an existing undersized 30" CMP stormsewer system from Moss Grove Boulevard to Goldenrod Road with a dual 30" RCP to dual 53"x34" ERCP stormsewer system. A shallow swale draining to ditch bottom inlets is proposed above the proposed stormsewer system to convey runoff from the adjacent contributing area to the stormsewer.
2. **UTILITY IMPROVEMENTS:** N/A
3. **CONSTRUCTION SCHEDULE / LIQUIDATED DAMAGES:** This work requires Substantial Completion in 120 days from the date of the Purchase Order with Final Completion in 150 days. If substantial and final completion is not met by the required time, liquidated damages will be applied at the rate of \$1000.00 per day as per the provisions in the Contract governing liquidated damages.
4. **UTILITY COORDINATION:** The CONTRACTOR is to coordinate any utility improvements and / or relocations for this project. The CONTRACTOR shall not use utility delays as a basis for additional compensation. Contractor shall be responsible for all coordination with utilities and shall cooperate fully with utility companies in the relocation of their facilities.
5. **RAILROAD CROSSING:** N/A
6. **RIGHT-OF-WAY / PARCEL CONSIDERATIONS:** The CONTRACTOR is notified that at the time of this bid, all work will occur within an existing County drainage easement located north of Faculty Drive.
7. **MAINTENANCE OF TRAFFIC:** At the pre-construction conference, the CONTRACTOR shall submit a detailed Maintenance of Traffic plan approved by Orange County Traffic Engineering Division to the Orange County Highway Construction Division. The Maintenance of Traffic plan shall address the maintenance of vehicular and pedestrian traffic between the limits of construction, as well as providing business signage for all businesses along the corridor, and must be signed and sealed by a Professional Engineer registered in the State in Florida. The cost of preparing this plan shall be included in the pay item 102-1, Maintenance of Traffic. Contractor shall not be entitled to any additional compensation or time as a result of the Maintenance of Traffic plan he/she chooses to use, whether or not he/she prepared such plan. The CONTRACTOR shall provide uniformed off-duty law enforcement officer(s) for all night time lane closures. The cost shall be included in pay item 102-1, Maintenance of Traffic.



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Belmont Estates Drainage Improvements

#### SPECIAL PROVISIONS

8. **PEDESTRIAN WALKWAY:** N/A
9. **LANDSCAPE ESTABLISHMENT AND MAINTENANCE:** N/A
10. **LANDSCAPE AND MITIGATION RETAINAGE:** N/A
11. **SEPTIC TANKS & WELLS:** N/A
12. **PAY ITEMS:** The cost of all equipment, materials and labor for temporary or permanent facilities necessary to construct the improvements identified in the plans, specifications, or other Contact Documents shall be deemed to be included in the various items making up the Contract Price. No separate payment shall be made to the CONTRACTOR for any such equipment, materials and labor for which a separate Pay Item has not been provided. No adjustments shall be made on this contract to the bid price of any product or material, including gasoline, diesel or other fuels, and bituminous materials, including asphalt, due to fluctuations in market prices, changes in suppliers, or any other reasons.
13. **COORDINATION:** N/A
14. **DRIVEWAY CONSTRUCTION:** N/A
15. **MILLING & RESURFACING:** N/A
16. **REQUEST FOR ADDITIONAL INFORMATION (RAI):** The COUNTY will require a reasonable amount of time, at least 10 business days, to respond to any RAI submitted by the CONTRACTOR. Any delay in responding to the RAI cannot be used as a reason to reimburse for any additional compensation, including delay claims.
17. **EARTHWORK:** The CONTRACTOR is notified that the soil survey shown in the plans is based on limited geotechnical investigation. The CONTRACTOR is to field verify and test all excavated earthwork material to determine if the soil is classified as a Select soil and suitable for embankment utilization. In the event that any excavated earthwork material is not suitable for embankment utilization, the CONTRACTOR shall replace the unsuitable material with Select soil to furnish and install the required embankment at no additional cost to the COUNTY. The CONTRACTOR shall be responsible for the disposal of the unsuitable material at a COUNTY approved site at no additional cost to the COUNTY.
18. **ORANGE COUNTY INSPECTOR'S OFFICE:** N/A

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### SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

#### Belmont Estates Drainage Improvements

### SPECIAL PROVISIONS

19. **ENVIRONMENTAL CONCERNS:** The CONTRACTOR is advised that wetlands and surface waters exist at the project site as delineated on the plans. It is the responsibility of the CONTRACTOR to prevent impacts during construction to the wetland and / or surface waters and associated buffer zones outside of the impact areas shown on the plans

a. **FEDERALLY OR STATE DESIGNATED LISTED SPECIES:** The Florida Fish and Wildlife Conservation Commission maintains the state list of animals designated as Federally-designated Endangered or Threatened, State-designated Threatened, or State designated Species of Special Concern, in accordance with Rules 68A-27.003 and 68A-27.005. No additional compensation will be provided in the event the CONTRACTOR is required to modify his means and methods or construction schedule in order to comply with the requirements of any regulatory agency with regard to any Federally or State listed species which may be encountered within or in proximity to the project limits during construction. The CONTRACTOR may be granted non-compensable days to the extent the critical path of the project is impacted by temporary work stoppages that may be required to address the presence of endangered species as mentioned above. The following species may be present:

- i. The CONTRACTOR is informed that limited suitable upland habitat has been identified adjacent to the Belmont Estates Drainage Improvements for the gopher tortoise (*Gopherus polyphemus*), a species listed as a Species of Special Concern by the Florida Fish and Wildlife Conservation Commission. No gopher tortoises or their burrows were observed during the field review. Although the likelihood of occurrence of this species within the proposed project limits is low, contractor shall conduct a population census in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) guidelines prior to construction activities.
- ii. The CONTRACTOR is informed that a number of regionally common, but state and/or federally listed birds are expected to utilize the areas within the project limits. The CONTRACTOR shall follow the Migratory Bird Treaty Act. No additional compensation shall be made to the CONTRACTOR if permits are required under the Act, but such costs shall be considered as having been included in the price stipulated.

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### SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Belmont Estates Drainage Improvements

### SPECIAL PROVISIONS

#### PERMITS

##### 1. St. Johns River Water Management District Permit

- A. The CONTRACTOR shall be responsible for all applicable conditions (as determined by the COUNTY) of the St. Johns River Water Management District Permit No. 124130-2, issued on April 07, 2015, including, but not limited to the following: Permit Conditions 1-25 as stated in the permit Exhibit 'A'. Specifically, the CONTRACTOR is responsible for such aforementioned obligations of the permits. No special compensation will be made to the CONTRACTOR to defray costs of any of the work or delays for complying with the requirements of St. Johns River Water Management District Permit No. 124130-2, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under this contract.
- B. ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) The CONTRACTOR shall be responsible for compliance with all applicable requirements of Rule 40C-2.042(9), Florida Administrative Code (F.A.C.), for a General Permit for Dewatering. If the CONTRACTOR's proposed work is expected to exceed the time duration and/or the volume limits, or does not meet any of the other requirements listed with the requirements of Rule 40C-2.042(9), the CONTRACTOR must apply for and obtain such other water use permit to authorize dewatering that may be required by the Water Management District, at no cost to the COUNTY.

##### 2. Army Corps of Engineers Permit

The CONTRACTOR shall also be responsible for all applicable conditions (as determined by the COUNTY) of the Department of the Army Corps of Engineers (ACOE) Permit No. SAJ-2015-01024(NW-AWP), issued on April 29, 2015, including, but not limited to the following: Special Conditions 1-6 and General Conditions 1-6. Specifically, the CONTRACTOR is responsible for such aforementioned obligations of the permits.

No special compensation will be made to the CONTRACTOR to defray costs of any of the work or delays for complying with the requirements of the above-referenced Department of the Army Corps of Engineers (ACOE) Permit, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under this contract.

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#### Belmont Estates Drainage Improvements

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#### 3. National Pollutant Discharge Elimination System (NPDES) permit

- A. **General:** The CONTRACTOR is responsible to obtain or modify, as necessary, all dewatering and land clearing permits required by STATE and COUNTY agencies pursuant to 62-621.300 F.A.C. and Orange County Code.
- B. **Land Clearing:** The Contractor shall be responsible to prepare and submit the Notices of Intent (NOI) and the Notice of Termination (NOT) to the Florida Department of Environmental Protection (FDEP). The Contractor shall be responsible to adhere to the construction plan sheet documents addressing the Stormwater Pollution Prevention Plan (SWPPP) and shall identify and incorporate any and all additional needs to prevent, control and reduce erosion and water pollution, meeting the requirements or special conditions of all permits authorizing project construction. In the event no SWPPP is provided the CONTRACTOR shall be responsible to prepare the SWPPP. The SWPPP and NOI forms, attached to this document, must be completed and submitted by the CONTRACTOR to the COUNTY prior to the preconstruction meeting.
- The NOI should be submitted at least two days prior to commencement of construction (permit fees are the responsibility of the CONTRACTOR).
  - The NOT should be submitted within 14 days of final completion of the project (permit fees, if any, are the responsibility of the CONTRACTOR).

The CONTRACTOR shall be responsible for compliance with the EPA's NPDES Stormwater Construction permit, the Stormwater Pollution Prevention Plan and the FDEP Generic Permit for Stormwater Discharge from Construction Activities that Disturb One or More Acres of Land. Furthermore, the Contractor shall also comply with the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities. The Contractor shall comply with the requirements indicated by the Florida Department of Environmental Protection.

The cost of this work will be included under pay item No 104-1 - Prevention, Control and Abatement of Erosion and Water Pollution.

- C. **Dewatering:** The CONTRACTOR shall be responsible for compliance with the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities. The following is a link to the above permit:  
<https://www.flrules.org/gateway/readRefFile.asp?refId=4265&filename=Construction>

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### SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS

Belmont Estates Drainage Improvements

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%20GP%20Rule%20%2062-621.300(4)(a).pdf. If it is determined that the disposal or discharge of the dewatering effluent is not authorized by this generic permit, the CONTRACTOR shall diligently pursue further required permit(s) from FDEP or other agencies.

If, prior to or during the dewatering, it is determined that the disposal or discharge of the dewatering effluent is not authorized by the FDEP's Generic Permit for Stormwater Discharge from Large and Small Construction Activities, the CONTRACTOR shall diligently pursue further required permit(s) from FDEP or other agencies without resort to delay claims or recompense from the COUNTY for either permit application activities or the time required to obtain such permits.

The CONTRACTOR shall be responsible for all costs for water quality monitoring, treatment, storage, and disposal of the groundwater in a manner acceptable to the COUNTY and to all applicable regulatory agencies to reduce the concentration of parameters with exceedances to acceptable levels. The CONTRACTOR will be responsible for obtaining any additional permits required by regulatory agencies to implement the CONTRACTOR's chosen method of disposal and discharge of the groundwater. No additional compensation will be made to CONTRACTOR for permitting. The CONTRACTOR shall comply with Water Quality Requirements of the Special Provisions, related to the National Pollutant Discharge Elimination System (NPDES).

The CONTRACTOR shall be responsible for meeting all general conditions of all FDEP permits and for submitting any required reports to the appropriate agencies. Treatment, disposal and monitoring for water quality compliance shall be paid under Pay Item TP-900-3. No other separate payment shall be made to the CONTRACTOR to cover any costs related to dewatering.

Because the CONTRACTOR'S means and methods of dewatering could lead to potential liability to third parties for damages resulting from the means and methods of dewatering, at the COUNTY'S discretion the means and methods for the dewatering plans are subject to a prior cursory review by the COUNTY, where issues and concerns may be submitted for the CONTRACTOR'S consideration.

The CONTRACTOR shall be deemed fully responsible for the means and method of the dewatering. Should the CONTRACTOR decide to modify or revise the means and method for the dewatering plan, another cursory review will have to be conducted by

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the COUNTY. Please note that containment on site of dewatering effluent is not considered treatment and disposal for purposes of payment under the above described pay item.

CONTRACTOR shall be responsible to include in his/her bid all cost for treatment and disposal of dewatering effluent. Should it become necessary for the CONTRACTOR to treat and dispose dewatering effluent off site, Orange County will only compensate the CONTRACTOR for those activities at the unit price bid. No additional compensation will be paid to the CONTRACTOR for treatment and disposal of dewatering effluent, regardless of the actual cost incurred by the CONTRACTOR.

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD)** The CONTRACTOR shall be responsible for compliance with all applicable requirements of Rule 40C-2.042(9), Florida Administrative Code (F.A.C.), for a General Permit for Dewatering. If the CONTRACTOR's proposed work is expected to exceed the time duration and/or the volume limits, or does not meet any of the other requirements listed with the requirements of Rule 40C-2.042(9), the CONTRACTOR must apply for and obtain such other water use permit to authorize dewatering that may be required by the Water Management District, at no cost to the COUNTY.

20. **SITE CONTAMINATION:** The CONTRACTOR is advised that no known contamination exists. If the CONTRACTOR discovers contamination within the project, no additional compensation will be provided in the event the CONTRACTOR is required to modify his means and methods or construction schedule in order to comply with requirements of any regulatory agency with regard to any contamination, which may be encountered within or in the proximity to the project limits during construction. The CONTRACTOR may be granted non-compensable days to the extent, the critical path of the project is impacted by temporary work stoppages that may be required to address the presence of contamination. The CONTRACTOR is directed to safeguard and protect any monitoring wells installed within the right-of-way; otherwise, the CONTRACTOR shall restore all damaged monitoring wells and bear all associated costs, including securing the necessary permits from the proper regulatory agency. Construction and maintenance of monitoring wells shall be at the expense of the parcel owner of the contaminated property.

21. **Valencia Water Control District Permit – N/A**

22. **Florida Department Of Environmental Protection (FDEP) – N/A**

**PART G**

**SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS**

Belmont Estates Drainage Improvements

**SPECIAL PROVISIONS**

**THIS ENDS THE SPECIAL PROVISIONS**

## Y15-794-J2 Belmont Estates Drainage Improvements

### Scope of Work

The Belmont Estates Drainage Improvement project addresses localized flooding that has been observed in the Belmont Estates and Hanging Moss Estates subdivisions. Based on a study of the existing drainage facilities, it has been determined that the northern outfall pipes within the subdivision area are undersized.

This project consists of up-sizing the existing 30 inch storm sewer outfall along the northern portion of the Belmont Estates subdivision. The 30 inch storm sewer will be replaced by a larger dual pipe outfall system ranging from dual 30 inch to dual 34 inch x 53 inch elliptical reinforced concrete pipes. All existing structures associated with the existing 30 inch system will be removed and replaced. A shallow swale will be constructed along the eastern portion of the drainage improvements, with 4:1 side slopes and a maximum 3:1 back slope. Riprap will be placed at the outfall of the proposed drainage improvements, just west of Goldenrod Road. Existing mucky and other unsuitable soil deposits are present in the vicinity of an existing wetland located along the eastern portion of the drainage improvements. This work includes clearing and grubbing, excavation, embankment, unsuitable subsoil and muck removal, and performance turf sodding. All work will be within the existing Bates Road Right of Way as well as within County drainage easements. No work is permitted within the existing wetland that is outside of the permitted wetland impact area.



**PART H**  
**TECHNICAL PROVISIONS**

**TP 101 - Mobilization**

**MOBILIZATION**

Mobilization shall include all items detailed in Article 101 of the Standard Specifications, the Special Provisions and on the plans, except as directed by the Engineer.

Preservation of Property Corners including all items detailed in Section 7-11 of the Standard Specifications shall be included in the contract price for mobilization.

**Basis of Payment**

The work and incidental costs covered under Mobilization will be paid for at the contract lump sum price and will be paid in partial payments in accordance with the following:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Items*
5	25
10	50
25	75
50	100

\*Partial payments as detailed above will be limited to 10% of the original Contract amount for the roadway pay items. Any amount of mobilization in excess of 10% of the roadway pay items will be paid upon completion of all work.

Payment shall be made under:

**Pay Item:**

101-1	Mobilization	Lump Sum
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**PART H**  
**TECHNICAL PROVISIONS**

**TP 102 – Maintenance of Traffic**

**MAINTENANCE OF TRAFFIC**

All Maintenance of Traffic work shall conform to the requirements of Section 102 of the Standard Specifications, Index 600 of the FDOT Design Standards, the plans, and/or as herein modified, except as directed by the Engineer. The road shall be kept open to two-way traffic on a paved surface during construction except when full closures are allowed by the plans or by the Engineer. The Contractor shall not be permitted to isolate residences or places of business. Access shall be provided to all residences and all places of business whenever construction interferes with the existing means of access.

The Contractor shall furnish, erect and maintain all necessary traffic control devices, including flagmen and pilot cars, in accordance with the *Manual of Uniform Traffic Control Devices for Streets and Highways*, published by the U.S. Department of Transportation, Federal Highway Administration. The Contractor shall provide and maintain in a safe condition the entire project limits included, but not limited to preexisting conditions, driving lanes, temporary approaches, crossings, and intersections with trails, roads, streets, business parking lots, residences, garages and completed work. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public in accordance with Section 102.

The Contractor shall present his approved signed and sealed Maintenance of Traffic Plan to the Engineer at the preconstruction conference, and shall be fully and solely responsible for the adequacy of the Maintenance of Traffic plan regardless of the source. The plan shall be signed and sealed by a professional engineer licensed in the State of Florida.

The Contractor shall be responsible for installation of signs for all business along the project corridor. Signs should be manufactured and installed in accordance with FDOT design standards. No special compensation will be made to the contractor to defray costs of any of the work or delays for complying with the requirements of installing business signs, but such costs shall be considered as having been included in the price stipulated for the Maintenance of Traffic pay item.

**Basis of Payment**

All materials, work and incidental costs related to Maintenance of Traffic will be paid for at the contract lump sum price. All material, labor and equipment necessary for the construction and maintenance of the entire project limits included, but not limited to pre-existing conditions, driving lanes, temporary approaches, crossings, intersections with trails, roads, streets, business parking lots, residences, garages, temporary driving lanes, side streets, driveway connections, and completed work, as may be directed by the Engineer shall be included in the contract price.

Payment will be made under:

**Pay Item:**

102-1	Maintenance of Traffic	Lump Sum
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**TP 102**

**H-2**

**PART H  
TECHNICAL PROVISIONS**

**TP 104 - Prevention, Control and Abatement  
of Erosion and Water Pollution**

**PREVENTION, CONTROL and ABATEMENT of EROSION and WATER POLLUTION**

Prevention, control and abatement of erosion and water pollution shall conform to the requirements of Section 104 of the Standard Specifications, National Pollution Discharge Elimination System (NPDES) requirements, except as modified by these Technical Provisions or as directed by the Engineer.

The Contractor shall present at the Preconstruction Conference its Storm Water Pollution Prevention Plan (SWPPP) and a separate schedule to manage erosion and water pollution. This schedule shall include a complete outline of the proposed construction of all erosion and pollution control and abatement items required.

The Contractor shall be responsible for the preparation and submittal of the Notice of Intent (NOI) and Notice of Termination (NOT) to the Florida Department of Environmental Protection (FDEP) and shall obtain the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

**Basis of Payment**

All work and incidental costs required to comply with the articles of this specification will be paid at the contract lump sum price for Prevention, Control and Abatement of Erosion and Water Pollution.

Payment will be made under:

**Pay Item:**

104-1	Prevention, Control and Abatement of Erosion and Water Pollution	Lump Sum
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**PART H  
TECHNICAL PROVISIONS**

**TP 110 – Clearing and Grubbing**

**CLEARING AND GRUBBING**

All clearing and grubbing shall be performed in accordance with the requirements of Section 110 of the Standard Specifications, except as directed by the Engineer.

Scope of work to include but not be limited to, the removal of all rigid, asphalt pavement, Portland cement concrete pavement, curb, curb and gutter, ditch pavement, sidewalk, driveway aprons, concrete slabs, concrete structures, brick, fences, gravity walls, retaining walls, pipes, storm structures, trees, shrubs, etc.

Clearing and Grubbing shall also include the replacement of any removed residential fence. The replaced fence shall be constructed at the associated residential property line.

**Basis of Payment**

All work and incidental costs required to perform clearing and grubbing as herein specified will be paid for at the contract lump sum price.

Payment shall be made under:

**Pay Item:**

110-1-1	Clearing and Grubbing	Lump Sum
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**PART H**  
**TECHNICAL PROVISIONS**

**TP 120 – Excavation, Embankment, and Grading**

**EXCAVATION, EMBANKMENT AND GRADING**

All excavation and embankment work shall conform to the requirements of Section 120 of the "Standard Specifications", and the provisions of this section, except as directed by the Engineer.

**Geotechnical Report Recommendations**

All geotechnical recommendations made in Tables 8, 9, and 10 of the geotechnical report prepared by Devo Engineering, Inc., dated October 8, 2014 shall be followed. Where recommendations conflict with Standard Specifications, the geotechnical report shall override and take priority. The geotechnical report has been appended at the end of the Technical Provisions.

**Basis of Payment**

Subsoil Excavation will be paid for at the contract price per cubic yard.

Payment shall constitute full compensation for all work described herein and in the Special Provisions and shall include the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the finished grading template. Work under this pay item shall also include the excavation of all suitable material within the specified limits as necessary to excavate the unsuitable material. The bottom of the finished grading template shall be considered to be the top of the finished base, shoulders, and slopes for stabilized bases and the finished shoulder and slope lines and bottom of base or rigid pavement for rigid pavement or all other bases. Payment shall also include the provision, placement, shaping, and compaction of suitable backfill material to replace the removed unsuitable material up to the original grade line or to the bottom of the proposed roadway base material, whichever is lower.

The limits of Subsoil Excavation indicated in the construction plans are considered to be particularly variable, in accordance with field conditions actually encountered.

Excavation, Embankment and Grading will be paid for at the contract lump sum price. Payment shall constitute full compensation for all work described herein and in the Special Provisions and shall include grading of shoulders, graded road connections, slopes, compaction, final dressing, subsoil excavation, replacement material and all work required for completing the project that is not paid for under the other pay items. Also included are removals and off-site disposal or on-site utilization of all materials, structures, abandoned utilities and obstructions as directed by the Engineer. Also included are fill replacement materials needed due to the over excavation of soils to remove existing organics and muck (subsoil excavation).

Payment shall be made under:

**Pay Item:**

120-4	Subsoil Excavation (organics and muck)	Cubic Yards
120-6	Excavation, Embankment, and Grading	Lump Sum

**TP 120**

**H-5**

## PART H

### TECHNICAL PROVISIONS

#### TP 425 – Inlets, Manholes, and Junction Boxes

##### INLETS, MANHOLES, AND JUNCTION BOXES

Construction of Inlets, Manholes and Junction Boxes shall conform to the requirements of Section 425 of the "Standard Specifications" and applicable FDOT Design Standards and Details contained in the plans, except as directed by the Engineer.

Precast inlet tops shall not be used for any type of inlet.

##### Method of Measurement

The quantities measured for payment under this Section shall be the number of inlets, manholes, junction boxes, yard drains, special end walls, and shallow ditch drains satisfactorily completed and accepted, including drainage structure under drains where required.

##### Geotechnical Report Recommendations

The geotechnical recommendations made in Tables 8, 9, and 10 of the geotechnical report prepared by Devo Engineering, Inc., dated October 8, 2014 shall be followed. Where recommendations conflict with Standard Specifications, the geotechnical report shall override and take priority.

##### Basis of Payment

Structures included in this Section will be paid for at the contract unit price each, completed and accepted. Payments shall constitute full compensation for furnishing all materials and completing all work described herein or shown on the plans, including all excavation; dewatering; subsoil excavation and replacement material; backfilling and compacting around structures; disposal of surplus material; and furnishing and placing of all concrete; reinforcing steel; gratings; frames; covers, and any other necessary fittings as shown in the plans, required for acceptable construction, or as directed by the Engineer. Where required, drainage structure underdrains shall be included in the unit price for inlets and manholes. Any alteration of pipe grades up to one (1) foot to clear utilities shall be made and connections to structures made at no additional cost to the County or utility.

Payment shall be made under:

##### Pay Item:

425-2-71	Manhole, J-7, <10'	Each
425-2-101	Inlets, Special, J Bottom < 10'	Each

**PART H**  
**TECHNICAL PROVISIONS**

**TP 430- Pipe Culverts and Storm Sewers**

**PIPE CULVERTS AND STORM SEWERS**

Construction of Pipe Culverts, Storm Sewers and Mitered End Sections shall conform to the requirements of Section 430 of the Standard Specifications, except as modified herein or as directed by the Engineer. All round and elliptical pipes shall be steel reinforced concrete pipe (SRCP).

Lifting holes in reinforced concrete pipe are prohibited.

Proposed storm sewer pipe to be connected to existing structures shall have openings cut into the existing structure without permanently damaging the structure. All structure openings shall be grouted watertight, with non-shrink grout, after pipe installation, and the structure shall be restored as approved by the Engineer.

The cost of connections to existing structures shall be included in the price bid for the pipe. Final pipe inspection requirements shall conform to Section 430-4.8 of the Standard Specifications. All culverts and storm sewer pipes shall be videoed by the contractor and inspected and approved by the Engineer prior to final paving.

The only acceptable repair method shall be remove and relay / replace, or as otherwise directed by the Engineer. The repair cost shall be borne solely and completely by the Contractor.

**Concrete Pipe Joints**

Each joint in a concrete pipe culvert or storm sewer shall be wrapped on the exterior of the pipe with a band of filter fabric measuring 3 feet wide centered on the joint and lapped a minimum of 2 feet. The filter fabric shall meet the requirements of Section 985 of the Standard Specifications and shall be secured against the outside of the pipe by stainless metal or plastic strapping or by other methods approved by the Engineer. These costs shall be included in the per linear foot price for the pipe.

**Method of Measurement**

Quantities measured for payment under this Section shall be the length in linear feet of pipe culvert or storm sewer measured in place, completed and accepted. Measurements shall be from the inside face of structure wall to inside face of structure wall.

For mitered end sections the quantity measured for payment shall be the number completed and accepted.

**Geotechnical Report Recommendations**

**PART H**  
**TECHNICAL PROVISIONS**

**TP 430- Pipe Culverts and Storm Sewers**

The geotechnical recommendations made in Tables 8, 9, and 10 of the geotechnical report prepared by Devo Engineering, Inc., dated October 8, 2014 shall be followed. Where recommendations conflict with Standard Specifications, the geotechnical report shall override and take priority

**Basis of Payment**

Pipe Culverts and Storm Sewers will be paid for at the contract unit price completed and accepted. The unit price shall include connection of proposed pipes to existing structures and the replacement of the backfill, base course, and pavement removed for pipe trenching. Payment shall be full compensation for all work and materials described herein, including excavation (in whatever material is encountered), dewatering, removing unsuitable material and replacing with select bedding material, backfilling, compaction, furnishing and installing all pipe, disposing of surplus materials, and other work as may be required for an acceptable installation.

Payment shall be made under:

**Pay Item:**

430-175-130	Pipe Culvert, steel reinforced concrete pipe, (Round) (30" SD)	Linear Foot
430-175-136	Pipe Culvert, steel reinforced concrete pipe, (Round) (36" SD)	Linear Foot
430-175-236	Pipe Culvert, steel reinforced concrete pipe, (Ellip.) (45"x29" SD)	Linear Foot
430-175-242	Pipe Culvert, steel reinforced concrete pipe, (Ellip.) (53"x34" SD)	Linear Foot
430-984-640	Mitered End Sect, steel reinforced concrete pipe, (Ellip.) (53"x34" SD)	Each



**PART H**  
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**TP 530 – Riprap (Rubble)**

**RIPRAP (RUBBLE)**

Constructing Riprap (Rubble) shall conform to the requirements of Section 530 of the Standard Specifications, except as directed by the Engineer.

**Method of Measurement**

Quantities measured for payment under this Section shall be the in place tons of riprap (rubble). This price shall include the filter fabric and bedding stone placed under the riprap.

**Basis of Payment**

Rubble riprap will be paid for at the contract unit price, completed and accepted. Payment shall be full compensation for all work described herein and shall include all materials, bedding stone, filter fabric, hauling, excavation and backfill.

Payment shall be made under:

**Pay Item:**

530-3-4	Riprap, Rubble, F&I, Ditch Lining 18" Deep	Per Ton
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**PART H**  
**TECHNICAL PROVISIONS**

**TP 570 - Performance Turf**

**PERFORMANCE TURF**

The Contractor shall establish a stand of grass in all areas designated on the plans and disturbed by construction in accordance with Chapter 15, Environmental Control, Article XVII, Fertilizer Management Ordinance of the Orange County Code; Sections 162 and 570 of the Standard Specifications, except as directed by the Engineer.

Work under this Section shall include all seeding, mulching, sodding, fertilizing and watering necessary to provide routine maintenance of the grassed area until the work is accepted by the Engineer.

There must be at least 90% coverage of healthy grass prior to acceptance by the Engineer. The Engineer, at any time, may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily.

The Contractor shall mow grassed areas twice monthly, or as required by the Engineer, until final acceptance of the work.

**Seeding and Mulching**

Grass seed shall be common Bermuda and Bahia. In addition, brown top-millet will be included during summer months and annual rye in the winter months. All seed shall meet the requirements of the State Department of Agriculture.

**Sodding**

Sodding shall be Bahia. It may be placed in rolls or as individual pieces. In established areas, replacement sod shall be of the same type as the existing sod, unless otherwise approved by the Engineer.

**Fertilizers**

Fertilize as necessary based on soil testing performed in accordance with Section 162. For fertilizer rates and application times follow Chapter 15 Environmental Control, Article XVII Fertilizer Management Ordinance of the Orange County Code.

**Method of Measurement**

Payment shall be calculated based on the quantity in square yards as specified in the completed and accepted plans. The cost of establishing grass in other areas disturbed by construction activities shall be borne by the Contractor.

**Basis of Payment**

Payment shall be paid for at the contract unit price per square yard. Payment shall constitute full compensation for furnishing all materials and completing all the work specified herein, including

**PART H**  
**TECHNICAL PROVISIONS**

**TP 570 - Performance Turf**

ground preparation, fertilizing, seeding, mulching, sodding, watering, mowing and complete maintenance of the grassed area until final completion and acceptance by the Engineer.

Payment shall be made under:

Pay Item:

570-1-2

Performance Turf Sod (Bahia)

Per Square Yard

**TP 570**

**H- 11**

**PART H**

**TECHNICAL PROVISIONS**

**TP 900-1- As Built Plans**

**AS-BUILT PLANS**

The As-Built Plans shall incorporate all the changes made to the red line As-Built plans. They shall show locations and elevations of paving, swales, ditches, pipe inverts and structures constructed and all relocated or reset property corners, section corners and 1/4 section corners.

Upon the completion of the project, the Contractor shall submit to the County one (1) set of 11"x17" paper drawings with Statement of Certifications, certifying that the project was constructed according to the Construction Plans and Specifications, and that the AS BUILT PLANS are correct representation of what was constructed. The plans shall delineate all red line information contained on the As-Built Plans.

The Contractor shall include the Statement of Certification on either the cover sheet certifying all of the sheets or certify each individual sheet. The Statement of Certifications shall be signed and sealed by a Professional Engineer and/or a Professional Surveyor and Mapper, both registered in the State of Florida.

**Basis of Payment**

As-Built Plans will be paid for at the contract lump sum price, completed and accepted.

Payment shall be made under:

**Pay Item:**

900-1	As-Built Plans	Lump Sum
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**PART H  
TECHNICAL PROVISIONS**

**TP 900-2 Indemnification**

**INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless the COUNTY and all its officers, agents, and employees, from all claims, losses, damages, costs, charges, or expenses arising out of any acts, action, neglect, or omission by the Contractor during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject, except that neither the Contractor nor any of its subcontractors are liable under this Section for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its officers, agents, or employees.

Payment shall be made under:

**Pay Item:**

900-2	Indemnification	Lump Sum (\$100)
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**PART H**  
**TECHNICAL PROVISIONS**

**TP 900-3 Groundwater Treatment and Disposal**

**GROUNDWATER TREATMENT AND DISPOSAL**

**General**

If concentrations of tested groundwater quality parameters exceed those allowable in the Florida Department of Environmental Protection (FDEP) Generic Permit for the Discharge of Produced Groundwater from any Non-Contaminated Site Activity (62-621.300(2), F.A.C.), treatment may be required under this technical provision.

The term treatment as used in this technical provision means the application of all FDEP approved techniques and/or methods available to remove the exceedances out of dewatering effluent except impounding. Impounding is not considered a treatment method for purposes of compensation under this technical provision.

The CONTRACTOR shall include in his/her bid all applicable costs, including monitoring, resulting from treatment and disposal of contaminated groundwater with concentration levels that exceed the allowable limits of the FDEP generic permit, and shall not be entitled to any adjustment in the Contract Price as a result of any change in the permit fees or unanticipated treatment and disposal costs.

Prior to any work commencing, and for the duration of the work, the CONTRACTOR is responsible for meeting all the conditions of the applicable permits and submitting any required reports to the appropriate agencies.

The CONTRACTOR shall dewater only in relation to the location and relocation of facilities owned by the COUNTY. No compensation shall be provided for dewatering performed for facilities that are not owned by the COUNTY.

**Permitting**

If exceedances are found in the dewatering effluent, the CONTRACTOR will be required to:

1. Immediately notify the COUNTY and report the exceedances that are encountered.
2. Meet with the FDEP to determine any and all alternatives that are acceptable.
3. Obtain prior COUNTY approval of treatment and disposal alternatives.
4. Obtain prior written COUNTY authorization to use pay item TP 900-3-1.
5. Apply and obtain any and all permits and/or treatment approvals that FDEP requires including, but not limited to:

**PART H**  
**TECHNICAL PROVISIONS**

**TP 900-3 Groundwater Treatment and Disposal**

- a. Generic Permit for Discharges from Petroleum Contaminated Sites (62-621.300(1), F.A.C.). Allows discharges from sites with automotive gasoline, aviation gasoline, jet fuel, or diesel fuel contamination.
  - b. Permit for all Other Contaminated Sites (62-04; 62-302; 62-620 & 62-660, F.A.C.). The coverage is available only through the individual NPDES permit issued by FDEP. Allows discharges from sites with general contaminant issues, i.e. ground water and/or soil contamination other than petroleum fuel contamination.
  - c. Generic Permit for the Discharge of Produced Ground Water from Any Non-Contaminated Site Activity (62-621.300(2), F.A.C.).
  - d. Generic Permit for Stormwater Discharge from Large or Small Construction Activities (62-621.300(4) (a), F.A.C.).
6. Apply and obtain any and all permits and/or treatment approvals that the Water Management District requires including, but not limited to:
- a. No-Notice Short-Term Dewatering Permit (40E-20.302(3), F.A.C.) If the CONTRACTOR'S proposed work is expected to exceed 90 days in duration, or does not meet any of the other requirements listed with the requirements of Rule 40E-20.302(3), the CONTRACTOR must apply for and obtain a Dewatering General Water Use Permit (40E-20.302(2) F.A.C.)

The CONTRACTOR shall not be entitled to file, or recover under, any delay claim based on preparation of permit applications and the time required for obtaining the applicable permits. If, prior to or during the dewatering, it is determined that the disposal or discharge of the dewatering effluent is not authorized by the FDEP's Generic Permit for the Discharge of Produced Ground Water from Any Non-Contaminated Site Activity, the CONTRACTOR shall diligently pursue further required permit(s) from FDEP or other agencies without resort to delay claims or recompense from the COUNTY for either permit application activities or the time required to obtain such permits.

The CONTRACTOR shall consider and anticipate the potential need to obtain the herein discussed permits in developing his schedule, and shall make every effort to avoid or minimize potential impacts to his critical path that might result from delays in dewatering activities due to the time necessary for the CONTRACTOR to obtain the necessary permits. The CONTRACTOR shall make every effort to schedule activities requiring dewatering as late as possible during his schedule, and shall schedule activities not impacted by dewatering as early as possible. For each day, up to a maximum of one hundred eighty (180) days that the

## PART H TECHNICAL PROVISIONS

### TP 900-3 Groundwater Treatment and Disposal

CONTRACTOR diligently pursues such permit(s) and is unable to avoid adversely impacting his critical path, a day will be added to the time allotted to the CONTRACTOR to complete performance of the Project.

#### **Treatment**

The CONTRACTOR shall implement the appropriate treatment that is acceptable to FDEP, COUNTY, and, if necessary, the Water Management District to attain compliance for all exceedances encountered during dewatering activities. Treatments may include, but are not limited to: chemical treatment, ion exchange treatment; filtration, and disposal of discharged groundwater in a properly permitted facility.

The CONTRACTOR shall:

1. Make every effort to minimize the spread of contamination into uncontaminated areas;
2. Provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions;
3. Ensure such provisions adhere to all applicable laws, rules or regulations covering hazardous conditions in a manner commensurate with the level of severity of the conditions;
4. If necessary, provide contamination assessment and remediation personnel to handle site assessment, determine the course of action necessary for site security, and perform the necessary steps under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue;
5. Delineate the contamination area(s), any staging or holding area required, and develop a work plan that will provide the schedule of projected completion dates for the final resolution of the contamination issue;
6. Maintain jurisdiction over activities inside any delineated contamination areas and any associated staging or holding areas;
7. Be responsible for the health and safety of workers within the delineated areas; and
8. Provide continuous access to representatives of regulatory or enforcement agencies having jurisdiction.

#### **Method of Measurement**

Quantities to be paid for under this Section shall be the actual number of calendar days, when Groundwater Treatment & Disposal occurs. This does not include preparation of permit application(s) or time to obtain the permit(s).



**PART H**  
**TECHNICAL PROVISIONS**

**TP 900-3 Groundwater Treatment and Disposal**

**Basis of Payment**

Groundwater Treatment & Disposal will be paid for at the contract unit price per day. The price and payment for groundwater treatment and disposal shall constitute full compensation for cost of permitting and providing all labor, materials, tools, equipments, monitoring, reporting, treating and disposing of groundwater produced from dewatering systems.

Item No: 900-3-1      Groundwater - Treatment & Disposal      Per Day

**PART H**  
**TECHNICAL PROVISIONS**

**Geotechnical Report**

GEOTECHNICAL REPORT BY DEVO ENGINEERING, INC. DATED OCTOBER 2014

# GEOTECHNICAL ENGINEERING REPORT FOR... BELMONT ESTATES DRAINAGE IMPROVEMENTS



*Prepared for*

Geosyntec Consultants, Inc.  
3525 West Lake Mary Boulevard, Suite 306  
Lake Mary, Florida 32746

*Prepared by*

DEVO

*Signature*

**DEVO SEEREERAM, PH.D., P.E., LLC**  
**CONSULTING GEOTECHNICAL ENGINEER**  
**FLORIDA REGISTRATION No. 48303**



Geotechnical Engineering • Ground Water Modeling • Software Development • Subcontract Drilling

5500 Alhambra Drive \* Orlando, Florida 32808 \* phone: 407-290-2371 \* fax: 407-298-9011

*Date:* October 8, 2014

*Devo's Project No:* 14-858.14

*To:*

**GEOSYNTEC CONSULTANTS, INC.**  
3525 West Lake Mary Boulevard, Suite 306  
Lake Mary, FL 32746  
Phone: 407.321.7030 ext. 2015; Cell: 407.416.9014

attention: **TOM AMSTADT, P.E., CFM., ENGINEER**

*Re:*

*Geotechnical Engineering Report for ...*

**BELMONT ESTATES DRAINAGE IMPROVEMENTS**

*N. Goldenrod Road, Opposite Bates Road, Orlando, Orange County, Florida*  
*[Sections 11 & 14, Township 22 South, Range 30 East]*

Dear Mr. Amstadt:

Attached is our geotechnical engineering report for the Belmont Estates Drainage Improvements Project, located on the western side on N. Goldenrod Road in Orlando, Orange County, Florida.



Our site specific geotechnical investigation included drilling of seven (7) Standard Penetration Test (SPT) borings, a combination of hand auger muck boring and muck probes, installation of piezometers and measurements to the stabilized ground water table. Laboratory testing consisted of fines fraction and organic content tests.

Included in this report are, recommendations for demucking, pipe trenches for the proposed stormwater conveyance pipes and foundation for the associated minor structures.

We appreciate the opportunity to provide continuing geotechnical engineering services to Geosyntec Consultants, Inc, to support their design efforts on the Belmont Estates Drainage Improvements.

Please feel free to contact us if there are any questions.

Sincerely,

 Vijay Boodhoo Project Geotechnical Engineer	 Devo Seereeram, Ph.D., P.E. Florida Registration No. 48303 Date: October 8, 2014
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#### Base Maps

Figure 1.1	Site Vicinity Map
Figure 1.2	Site Aerial Image
Figure 1.2.a	Project Limits on Historical Aerial Image (1947)
Figure 1.3	NRCS Soils Map
Figure 1.4	Boring Location Plan

#### Soil Profiles SPT Borings

Figure 2.1	Soil Profiles for TA-1 to TA-3
Figure 2.2	Soil Profile for TB-1
Figure 2.3	Soil Profiles for TC-1 to TC-3

#### Muck Probe Data

Figure 3.1	Muck Probe Data
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#### Sections

Figure 4.1	Estimated Linear Extent Of Surficial and Buried Muck Deposits
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## 1.0 BACKGROUND INFORMATION

Orange County proposes to embark on the Belmont Estates Drainage Improvements Project through Geosyntec Consultants, Inc. (Geosyntec). Exhibit A (provided by Geosyntec) shows the study area centered along the existing storm sewer pipe and drainage ditch within the drainage easement located on the western side of North Goldenrod Road, opposite Bates Road, in Orlando, Orange County, Florida.

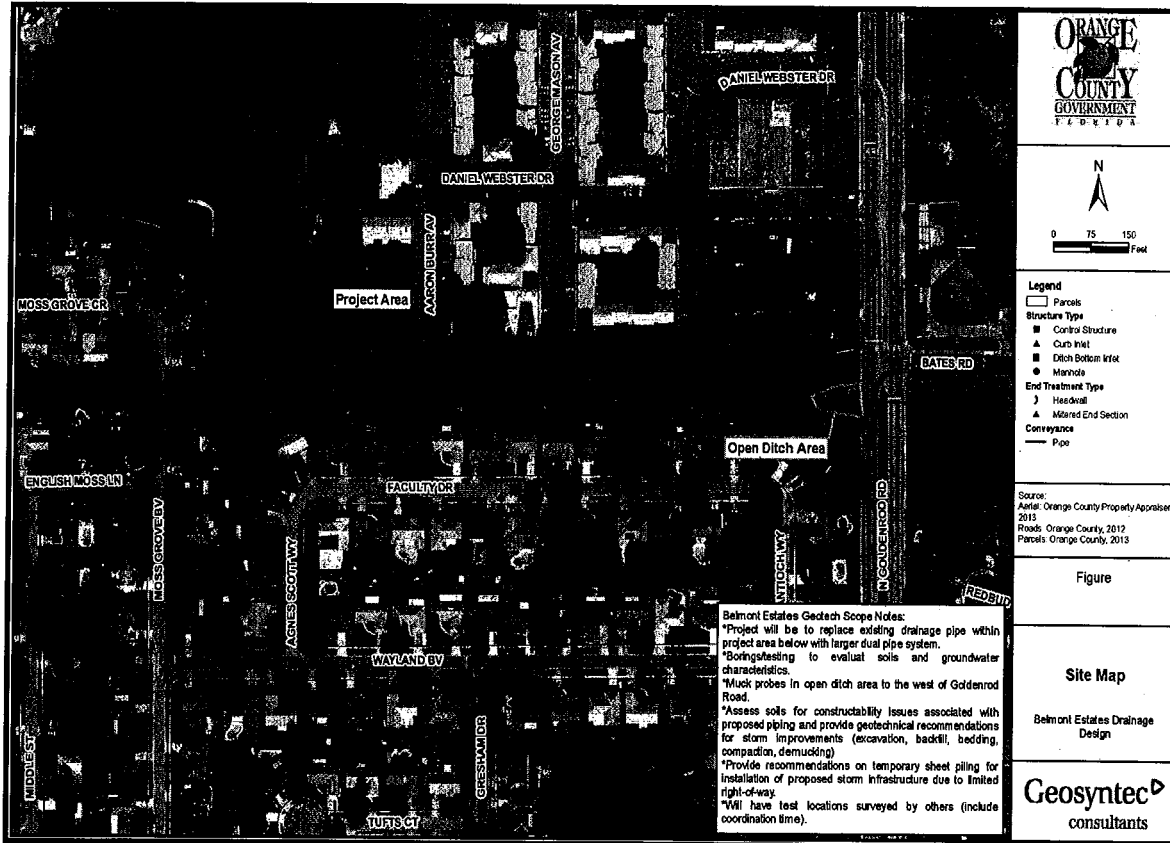
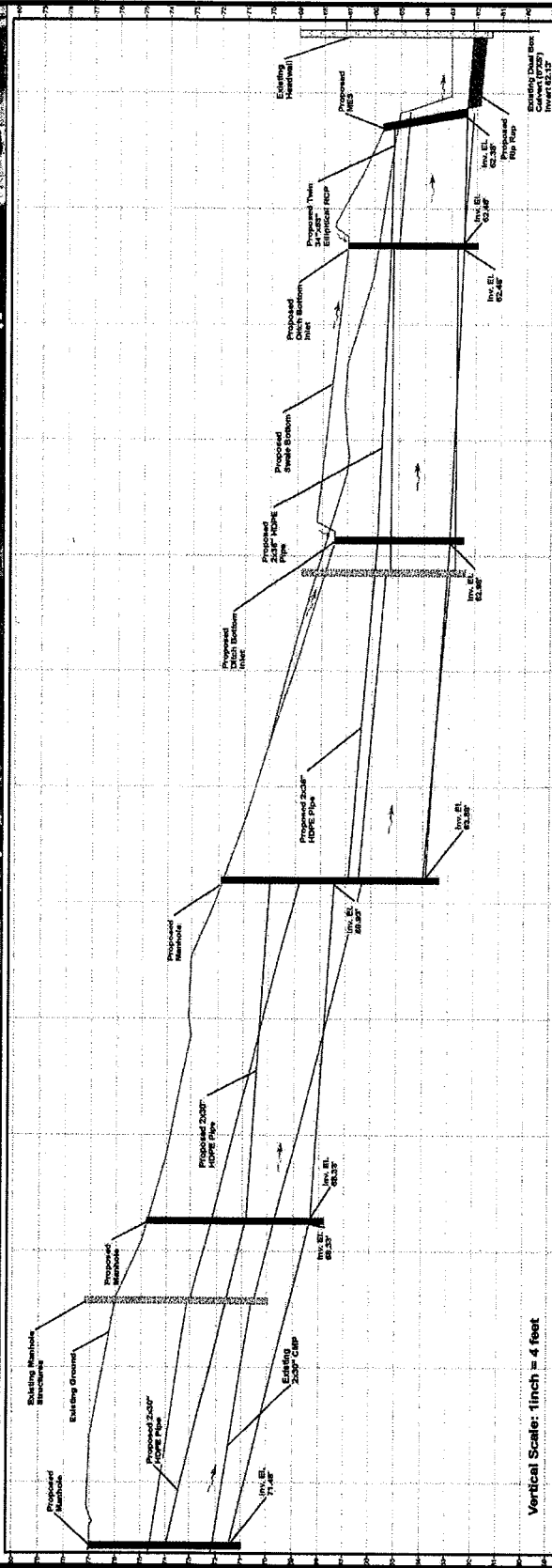
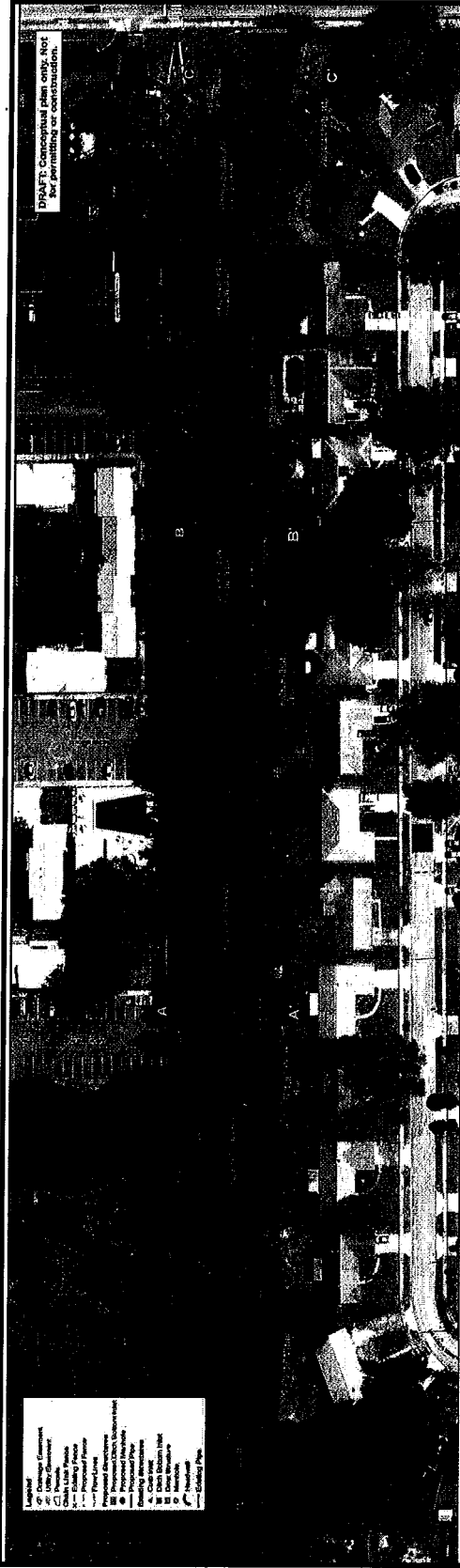




Exhibit A. Belmont Estates Drainage Design - Site Map

Exhibit B shows the conceptual plan and profile for the proposed improvement works, while Exhibit C shows typical sections of the proposed stormwater pipe and lined ditch. The work involves replacement of the existing 30-in CMP with 1230± lin. ft of dual 30 inch and 36 inch diameter pipes. The pipes may be RCP or HDPE might be considered, if feasible. Five (5) manhole structures are included along the pipe run, with the central one being a drop structure where the pipe steps up in size from a 30 inch to a 36 inch diameter. The section of existing open ditch will remain open, but the slopes will be re-graded to 1V:5H and ditch bed protection will be installed.





**Vertical Scale: 1 inch = 4 feet**

**Geosyntec**  
 consultants

**Stormwater Improvement Conceptual Plan, Profile and Typical Sections**  
 Belmont Estates Drainage Assessment & Improvements Evaluation

Source:  
 - Aerial: Orange County Property Appraiser, 2013  
 - Elevation: Orange County, 2013  
 - Elevation: National Hydrographic Survey (NAHRS)  
 - Existing ground profile elevations and drainage structure elevations referenced from Wayland Shuffield Moss Lane Drainage Survey, Goodfella, 2011

Exhibit B. Concept Plan and Profile

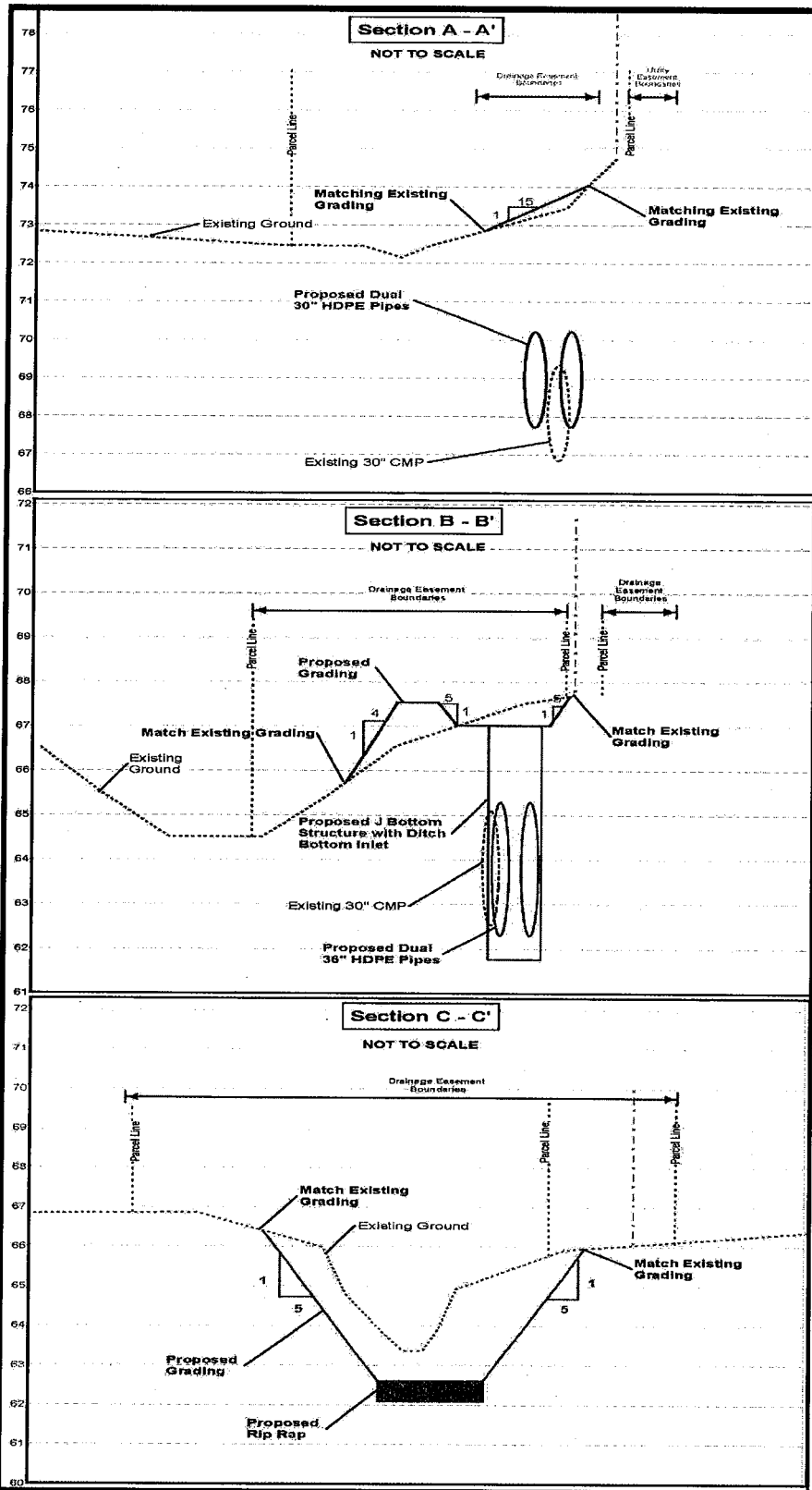


Exhibit C. Conceptual Sections

Figure 1.1 (attached) shows the study area on a scanned image of the USGS Orlando East, FL, 7.5 minute series quadrangle map. As noted in Figure 1.1, the site lies within Sections 11 & 14, Township 22 South, Range 30 East. Figure 1.2 is a January 2014 aerial image of the site and its vicinity. As noted in Figure 1.2, the study area is along a drainage easement bounded on the north by a commercial and some residential properties, on the east by Goldenrod Road and on the south and west by residential properties.

Based on the preliminary boring elevations and information shown on the quadrangle map, the roadway section of the study area is nearly level while the ground surface elevations varies between +72 ft NAVD at the western end to +62 ft NAVD as it approaches Goldenrod Road.

Very deep mucky soils were disclosed in a recent investigation for piping of the Bates Road Ditch, which is contiguous to the east of the Belmont Estates site. That portion of the Bates Road culvert traversed a historic wetland slough which was underlain by deep muck (as much as 55 ft deep based on test borings). It was therefore considered prudent to explore the possibility of mucky soils being present in the Belmont Estates Drainage Improvements study area.

Review of 1947 historical aerial imagery (Figure 1.2.a) disclosed that a significant portion of the stormwater pipe alignment was within a historical wetland area and may still have mucky soils present. In addition, the NRCS Soils Map (Figure 1.3) showed the eastern portion of the culvert alignment mapped with Samsula-Hontoon-Basinger association, depressional (#41), a soil unit characterized by deep mucky soils.

A preliminary site reconnaissance was performed to check accessibility and general ground conditions and the following were noted:

- ⊗ Access to the study area was from the Goldenrod Road end only, all other areas were fenced and the adjacent properties were privately owned and occupied. Therefore, drill rig to access into the site had to be from Goldenrod Road.
- ⊗ There is an open ditch area about 60 ft long between the existing CMP to the wets and the box culvert to the east under Goldenrod road. connecting to the existing CMP to the west.
- ⊗ After the ditch open area, progressing westwards along the existing culvert alignment, the ground cover varied from moderately wooded to thickly wooded, except for a few narrow trails in between.
- ⊗ Preliminary probing at some random locations disclosed mucky soils present at least 42 inches deep.

Accordingly, this soils investigation was more intensive in the eastern portion of the stormwater pipe alignment.

## 2.0 OBJECTIVES

The objectives of the investigation were be as follows:

- Assess the soils for constructability issues associated with the proposed culvert system.
- Perform muck probes in the open ditch section immediately west of Goldenrod Road.
- Provide geotechnical recommendations for the storm sewer improvements; recommendation will include, demucking, excavation, backfill, bedding and compaction. *Note that if deep layers of compressible soils are present, the recommendations will likely include conceptual solutions for constructing the pipe culvert in such conditions.*

Recommendations on temporary sheet pile shoring were not part of this assessment.

### 3.0 NRCS SOIL MAP UNITS

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) has mapped and published descriptions of the shallow soils (i.e., within 80 inches of land surface) in Orange County, Florida. In undeveloped areas, the NRCS soil mapping is usually fairly reliable and it is good practice to compare the site-specific soil and ground water conditions with the published characterization data.

Figure 1.3 shows the location of the study area on the NRCS Soils Map for the area. As noted in this figure, the study area is mapped with four (4) soil map units and these are grouped according to their drainage characteristics as follows:

#### MODERATELY WELL DRAINED SOILS

- ☐ Pomello-Urban land complex, 0 to 5% (#35).

#### POORLY DRAINED SOILS

- ☐ Smyrna-Urban land complex (#45).

#### VERY POORLY DRAINED SOILS

- ☐ Samsula-Hontoon-Basinger association, depressional (#41).

#### UNCLASSIFIED DRAINAGE

- ☐ Arents, nearly level (#1).

Smyrna-Urban land complex (#45), a nearly level, poorly drained soil, is mapped roughly over the middle third of the study area and at the western end. This soil has a seasonal high water table that is within 10 inches of the surface.

Pomello-Urban land complex, 0 to 5% (#35), a nearly level to gently sloping, moderately well drained soil, is mapped mostly over the western third of the study area. This soil has a seasonal high water table that is within 24 to 40 inches of the ground surface.

Arents, nearly level (#1), a variable fill soil with unclassified drainage characteristics, is mapped at the extreme northeastern corner of the study area.

Samsula-Hontoon-Basinger association, depressional (#41), a very poorly drained soil characterized by thick deposit of organics, is mapped over the eastern third of the study area.

Key characteristics of this NRCS soil map unit are summarized in Tables 1 to 4.

**Table 1. Key NRCS Data for Arents, nearly level (#1)**

Arents consists of material dug from several areas that have different kinds of soil. This fill material is the result of earth moving operations. This soil is used to fill such areas as sloughs, marshes, shallow depressions, swamps, and other low-lying areas above their natural ground levels during land-leveling operations; or it is used as a cover for sanitary landfills. The slopes are smooth to concave and range from 0 to 2 percent. Most soil properties are variable. A seasonal high water table varies with the amount of fill material and artificial drainage in any mapped area. In most years, a seasonal high water table is at a depth of 24 to 36 inches for 2 to 4 months. It recedes to a depth of about 60 inches or more during extended dry periods.

**Table 2. Key NRCS Data for Pomello-Urban land complex, 0 to 5% (#35)**

This complex consists of Pomello soil that is nearly level to gently sloping and moderately well drained and of areas of Urban land. This complex is on low ridges and knolls on the flatwoods. This map unit consists of ≈ 53% Pomello soil, ≈ 40% Urban land, and ≈ 7% small areas of Archbold, Pompano, and Smyrna soils. The proportions and patterns of Pomello soil and Urban land are relatively consistent in most delineations of the map unit. The individual areas of the soils in this map unit are too mixed or too small to map separately at the scale used. The Urban land part of this complex is covered by concrete, asphalt, buildings, or other impervious surfaces that obscure or alter the soils so that their identification is not feasible. In most years, a seasonal high water table is at a depth of 24 to 40 inches for 1 month to 4 months and recedes to a depth of 40 to 60 inches during dry periods. Where drainage systems have been established, depth to the high water table is dependent upon the functioning of the drainage system.

Hydrologic Soil Group		C
Typical Soil Profile		
Depth	Soil Color & Texture	Permeability
0 - 5 in	Dark gray fine sand	> 40 ft/day
5 - 42 in	White fine sand	
42 - 48 in	Dark reddish brown fine sand	4 to 12.0 ft/day
48 - 54 in	Dark brown fine sand	
54 - 80 in	Light gray fine sand	12 to 40 ft/day

**Table 3. Key NRCS Characterization Data for Smyrna-Urban land complex (#45)**

This complex consists of Smyrna soil that is nearly level and poorly drained and of areas of Urban land. This complex is on the flatwoods. In undrained areas, a seasonal high water table is within 10 inches of the surface for 1 month to 4 months. Drainage systems have been established in most areas. Depth to the high water table is dependent upon the functioning of the drainage system.

Hydrologic Soil Group		A/D
Typical Soil Profile		
Smyrna fine sand		
Depth	Soil Color & Texture	Permeability
0 - 5 in	Black fine sand	12 to 40 ft/day
5 - 18 in	Light gray fine sand	
18 - 22 in	Black fine sand	1.2 to 12 ft/day
22 - 28 in	Dark brown fine sand	
28 - 50 in	Grayish brown fine sand	12 to 40 ft/day
50 - 80 in	Pale brown fine sand	
Urban land		
0 - 80 in	n.a.	n.a.

**Table 4. Key NRCS Data for Samsula-Hontoon-Basinger association (#41)**

The soils in this map unit are nearly level and very poorly drained. These soils are in freshwater swamps, depressions, sloughs, and broad, poorly defined drainageways. In most years, undrained areas of this map unit are ponded for 6 to 9 months or more except during extended dry periods. The water table fluctuates between depths of about 10 inches and the surface for the remainder of the year.

Hydrologic Soil Group		B/D
Typical Soil Profile for Hontoon Soil		
Depth	Soil Color & Texture	Permeability
Samsula soil		
0 - 34 in	black and dark reddish brown muck	12 to 40 ft/day
34 - 40 in	black fine sand	
40 - 80 in	light gray fine sand	
Hontoon soil		
0 - 16 in	black muck	12 to 40 ft/day
16 - 80 in	very dark brown muck	
Basinger soil		
0 - 6 in	black fine sand	12 to 40 ft/day
6 - 25 in	gray fine sand	
25 - 35 in	dark reddish brown and grayish brown fine sand with dark reddish brown mottles	
35 - 80 in	light gray fine sand	

## 4.0 FIELD AND LABORATORY TEST PROGRAM

In order to provide the geotechnical data for this assessment and to develop the required recommendations, the following scope of field work and laboratory testing was performed:

- Site reconnaissance by our senior geotechnician, stakeout of borings, obtain utility clearance and coordination with the project surveyor.
- Clearing of tree limbs and vegetation necessary for drill rig access and mobilization of mud bug drill rig.
- Drilling of seven (7) Standard Penetration Test (SPT) borings within the proposed stormwater pipe alignment; three (3) to 20 ft depth labeled TA-1 to TA-3, one (1) to 30 ft labeled TB-1, two to 40 ft labeled TC-1 & TC-2 and one to 60 ft labeled TC-3. Note that due to the extremely soft ground conditions Boring TC-1 was shifted approximately 25 ft northwards to ensure adequate soil support for the drill rig.
- Drilling of seven (7) hand auger borings immediately adjacent to the SPT borings in which piezometers were installed to measure the depths to the stabilized ground water table.
- Probing the bottom of existing section of open ditch, as well as, other areas suspected of containing surficial organics and other unsuitable materials. The muck probe locations are shown in Figure 3.1. The muck probe procedure and it's limitations are shown in Exhibit D.
- Laboratory work consisted of visual and tactile examination of soil samples, twelve (12) fines fraction and natural moisture content tests and three (3) organic content tests, on selected organic samples.

Borings were staked in the field by our site staff using aerial maps and land features for reference and were subsequently surveyed by the project surveyor, Geodata Consultants, Inc.

### NOTE:

The manual muck probe procedure involves pushing a slender metal rod into the surficial organics and evaluating the relative resistance of the soil to this manual penetration. Highly organic soils such as muck and peat are characteristically very soft and/or fibrous and will typically yield to the penetration of the manual muck probe. However, manual muck probes cannot detect peat or muck layers which exist beneath layers of sand or dense soils which cannot be penetrated. The probes can also penetrate to some extent in loose granular soils which may exist beneath peat or muck layers. These limitations can at times lead to some overestimation or underestimation of peat or muck thicknesses and the data must be treated with these limitations in mind. It is not recommended that muck probe data be used for earthwork quantity estimates except on a very preliminary basis. Backhoe test pits or auger borings are recommended where more definite information is needed on the thickness of surficial organics and the texture and stratification of underlying soil.

Exhibit D. Limitations of muck probe procedure



# 5.0 SOIL AND WATER TABLE CONDITIONS

## 5.1 PRESENTATION OF DATA

Borehole locations are shown on the base map in Figure 1.4 (attached).

The soil profiles for the seven (7) STP borings, TA-1 to TA-3, TB-1 & TC-1 to TC-3, are presented in Figures 2.1 to 2.3 (attached).

Muck probe data is presented in Figure 3.1.

Water table measurements and laboratory test data are annotated to the soil profiles at their respective depths.

Note that in reviewing the soil boring profiles in Figures 2.1 to 2.3, the reader should refer to Table 5, which shows the typical correlations between the "N" values and in-place density and strength of sandy and clayey soils.

Table 5. Typical Correlations Between SPT "N" Values & Soil Properties

Sandy (granular) Soils					Clayey (cohesive) soils			
0-4	28	< 100	< 60	very loose	0-2	500	100-120	very soft
4-10	30	95-125	55-65	loose	2-4	1,000		soft
10-30	36	110-130	60-70	medium	4-8	2,000	110-130	medium
30-50	41	110-140	65-85	dense	8-16	4,000		stiff
					16-32	8,000	120-140	very stiff
<p><u>Key to Symbols</u></p> <p>N = Standard Penetration Resistance in blows/ft  <math>\phi^\circ</math> = Friction angle in degrees  <math>\gamma_m</math> = moist unit weight in lb/ft<sup>3</sup></p>					<p><math>\gamma_{sat}</math> = saturated unit weight in lb/ft<sup>3</sup>  <math>q_u</math> = unconfined compressive strength in lb/ft<sup>2</sup></p>			

## 5.2 SURFICIAL AND BURIED ORGANICS

Out of the seven (7) borings drilled in this investigation, three (3) borings, TC-1 to TC-3, disclosed organic soils as follows:

- Boring TC-1: 4 ft layer of buried sandy muck between 6.0 ft and 10 ft depth.
- Boring TC-2: 2 ft surficial layer of peat with sand.
- Boring TC-3: 7 ft surficial layer of sandy muck.

### Muck Probe Data [Figure 3.1]

A total of twenty-five (25) probes were performed along the bottom section of open ditch and within the upland areas within the eastern third of the existing CMP alignment.

The five (5) probes which were performed in the open ditch area did not disclose any mucky or silty deposits. However standing water, 0.9 ft to 2.1 ft was present on the dates of probing, August 21, 2014.

Of the twenty (20) probes performed in the upland area, eleven (11) disclosed surficial organics in the form of sandy peat to mucky sands, 1.2 ft to 7.0 ft thick. In addition, buried organic deposits were disclosed at five (5) probe locations in the form of sandy peat to mucky sands, 1.0 ft to 2.0 ft thick, overlain by 2.0 ft to 2.5 ft of fine sands.

## 5.3 SOIL STRATIGRAPHY

### Borings TA-1 to TA-3 [Figure 2.1]

The SPT borings, TA-1 to TA-3, drilled in the western and central portions of the stormwater pipe alignment, generally disclosed surficial layers of very loose fine sand and slightly silty fine sands underlain by layers of medium dense fine sands and slightly silty fine sands through to termination of the borings at 20 ft depth, except for some dense formations in the 5 ft to 15 ft depth zones.

### Boring TB-1 [Figure 2.2]

The SPT boring, TB-1, drilled in the eastern section of central portion of the stormwater pipe alignment, disclosed surficial layers of very loose slightly silty fine sands underlain by layers of loose and medium dense fine sands and slightly silty fine sands through to termination of the boring at 30 ft depth.

**Borings TC-1 to TC-3** [Figure 2.3]

Three SPT borings, TC-1 to TC-3, were drilled in the eastern portion of the stormwater pipe alignment, with TC-3 being the closest to Goldenrod Road.

Boring, TC-1, disclosed 6 ft of loose surficial fine sands underlain by a 4 ft layer of sandy muck and then layers of loose and slightly medium dense, slightly silty fine sands and silty fine sands through to termination of the boring at 40 ft depth.

Boring, TC-2, disclosed 2 ft surficial layer of peat with sand underlain by layers of very loose fine sand and silty fine sand to about 8 ft depth. Thereafter, the boring disclosed layers of loose and slightly medium dense slightly silty and silty fine sands through to termination of the boring at 40 ft depth.

Boring, TC-3, disclosed 6 ft surficial sandy muck underlain by layers of loose fine sands and silty and slightly silty fine sands through to termination of the boring at 60 ft depth, except for a dense layer of slightly silty fine sand with trace of clay between 43 ft and 48 ft depths.

**5.4 FIELD OBSERVATIONS ON DEBRIS**

During the site reconnaissance, stakeout of borings and muck probing activities, our field crew observed isolated small surficial deposits of concrete and rubble at a few locations. In addition, at a couple probe locations our field crew detected what appeared to be shallow obstacles like concrete and tree limbs or trunks.

**5.5 ORGANIC CONTENT TESTS**

Test were performed on organic soils retrieved from the soil samples in Borings TC-1 to TC-3. These results disclosed organic losses of 48.4% to 87.2% with moisture contents ranging from 156% to 354%. These organic content values are quite substantial and are characteristic of very highly organic soils. These soil layers will be highly compressible if loaded (i.e. the effective overburden pressure is increased).

Boring No.	Sample depth range (ft)	Moisture content (%)	Fines fraction (%)	Organic loss (%)
TC-1	6.0 to 10.0	156	62	48.4
TC-2	0 to 2.0	354	84	87.2
TC-3	0 to 8.0	168	74	54.0

## 5.6 WATER TABLE VALUES

The ground water table was encountered at the ground surface in the borings in the eastern portion of the study area. In the other areas, the measured depths ranged from 1.4 ft to 3.2 ft below the ground surface. These water table values, as well as, the ground water elevations, are summarized in Table 7.

The water table altitude fluctuates seasonally primarily due to short-term and long-term differences in rainfall and evapotranspiration. Since the evapotranspiration does not vary much from year to year, variation in the rainfall amounts are the primary cause of the fluctuation. The stabilized water table measurements were taken on August 14, 2014 which was well into the wet season when the water table would be close to seasonal high levels.

Table 7 also includes the estimated seasonal high water table at each boring location. The seasonal high water table estimates were made by reviewing the antecedent rainfall, the NRCS soil map units, the soil stratigraphy at the borehole locations, the boring elevations and the site topography.

Boring No.	Ground surface elevation (ft NAVD)	Depth to water table (ft)	Water table elevation (ft NAVD)	Estimated SHWT elevation (ft NAVD)
TA-1	74.9	2.9	72.0	72.0
TA-2	72.5	3.1	69.4	69.5
TA-3	70.8	3.2	67.6	67.8
TB-1	67.0	1.4	65.6	65.8
TC-1	64.3	0.0	64.3	64.5
TC-2	63.8	0.0	63.8	64.5
TC-3	63.5	0.6	62.9	64.5

## 6.0 ASSESSMENT AND RECOMMENDATIONS

### 6.1 GENERAL ASSESSMENT

The SPT borings drilled in the western and most of the central portions of the stormwater pipe alignment, generally disclosed surficial layers of very loose fine sand and slightly silty fine sands underlain by layers of medium dense fine sands and slightly silty fine sands through to termination of the borings at 20 ft and 30 ft depths, except for some dense formations in the 5 ft to 15 ft depth zones.

However, the SPT borings, TC-1 to TC-3, drilled in the eastern portion of the stormwater pipe alignment, disclosed significant surficial and shallow buried deposits of organic soils as follows:

- Boring TC-1: 4 ft layer of buried sandy muck between 6.0 ft and 10 ft depth.
- Boring TC-2: 2 ft surficial layer of peat with sand.
- Boring TC-3: 7 ft surficial layer of sandy muck.

These borings, TC-1 to TC-3, otherwise disclosed mineral soils of loose and medium dense compaction.

Muck Probe Data disclosed surficial and shallow buried organic soils as shown in Figure 3.1.

The surficial organics being in the form of sandy peat to mucky sands, 1.2 ft to 7.0 ft thick, while the buried organics being in the form of sandy peat to mucky sands, 1.0 ft to 2.0 ft thick, covered by 2.0 ft to 2.5 ft of fine sands.

Tests on samples of organic soils disclosed organic losses of 48.4% to 87.2% with moisture contents ranging from 156% to 354%. These organic content values are quite substantial and are characteristic of very highly organic soils. These soil layers will be highly compressible if loaded (i.e. the effective overburden pressure is increased). Figure 4.1 shows a longitudinal section with the soil profiles from Boring TB-1 westwards through to TC-3 and the estimated extents of the peat deposits based on data from the soil profiles and from the muck probes. The proposed stormwater pipe is also shown in the section.

With the new stormwater pipe proposed for this alignment, and it being over a wider footprint than the old existing pipe, organic deposits beneath the pipe bedding layer are certain to be present. Any organic deposits present beneath the pipe bedding layer and extending to 3 ft beyond the outer edges of the pipes, must be completely removed and replaced with clean compacted mineral soils in accordance with our demucking recommendations in Table 8.

***Note that although the muck probes were performed at relatively close spacings, there is a possibility that organic soils at deeper elevations at other locations within the work limits can be encountered during construction which shall be similarly removed and replaced under the direction of the project geotechnical engineer.***

The ground water table was encountered at the ground surface in the borings in the eastern portion of the study area. In the other areas, the measured depths ranged from 1.4 ft to 3.2 ft below the ground surface. Table 7 also includes the estimated seasonal high water table at each boring location.

## **6.2 CAUTION ON SURFICIAL AND BURIED DEBRIS**

In Section 5.4 we had reported that our field crew observed isolated small surficial deposits of concrete and rubble at a few locations. In addition, at one or two odd probe locations our field crew detected what appeared to be shallow obstacles like concrete and tree limbs or trunks. In some areas the organics were buried by fill or other form of spoil material. This buried debris like material is believed to be as a result of previous demucking and or pipe laying operations or clearing of the adjacent lots. The debris is not believed to widespread nor significant for that matter, however, as a precaution when writing the project specifications, bidders should be made aware of the possibility of buried debris.

## **6.3 STORM SEWER TRENCHES**

Provided that our demucking recommendations in Table 8 are performed, the soil and groundwater conditions disclosed by the borings present no constraints to construction the proposed stormwater conveyance pipes. Table 9 presents our recommendations for the excavation and backfill of the stormwater conveyance pipes.

## **6.4 MINOR STORM SEWER STRUCTURES**

The geotechnical recommendations for minor storm sewer structures are included in Table 10.

## **6.5 CONSTRUCTION DEWATERING AND POTENTIAL UPLIFT OF HDPE PIPES**

It should be noted that ground water table is very close to the natural ground surface so dewatering would be necessary to facilitate construction of the stormwater conveyance system. Additionally, if HDPE pipes are being considered, these are lightweight and care should be exercised to ensure that adequate ballasting by backfill soils or other appropriate means, are in place during the rebound of the water table to mitigate uplift and flotation. In this regard the use of RCP is preferred.

**TABLE 8. RECOMMENDATIONS FOR DEMUCKING & BACKFILL**

ITEM	DISCUSSION & RECOMMENDATIONS
A.1 Removal of Surficial &/or Buried Organics & Backfill	<p>Organic soils, where present below the trench or base of proposed stormwater conveyance pipes, outfall pipe and ditch lining, will have to be completely removed and backfilled with clean compacted sand as outlined below.</p> <p>Demucking and backfilling should be performed as follows:</p> <ol style="list-style-type: none"><li>1. The areas which may contain organic deposits shall be demucked and backfilled with clean fine sand or slightly silty fine sand relatively free of organics and debris. The surficial organic material shall be excavated to expose the underlying mineral soil. Demucking/backfill footprints shall extend to a minimum width of 3 ft outside the trench/structure footprint where such earthwork is necessary.</li><li>2. Dewatering during excavating and backfilling shall be required and may be accomplished by the use of sump pumps and/or other methods such as sanded well points, and vertical or horizontal suction wells. The water table shall be maintained a minimum of 2 feet below the excavated surface. A sheetpile cofferdam, if necessary, may be constructed depending on the prevailing groundwater table. In any event, the design, operation, and permitting of the dewatering system shall be the sole responsibility of the contractor.</li><li>3. Upon approval of the project geotechnical engineer, the excavated area may be backfilled with clean fine sand free of unsuitable or deleterious material. The fill should not be placed in standing water.</li><li>4. The backfill material shall consist of un-cemented fine sand with less than 10 percent passing the U.S. No. 200 sieve and shall be free of roots and/or other deleterious material. The material shall be compacted to a minimum density equal to at least 95 percent of the soil's Modified Proctor Density value (AASHTO T-180). The fill shall be placed in loose lift thicknesses not exceeding 12 inches.</li><li>5. A representative of the project geotechnical engineer shall be retained to provide onsite inspection during the demucking operation and subsequent testing of the compacted fill to ensure compliance with the recommendations above.</li></ol>

**TABLE 9. EARTHWORK RECOMMENDATIONS FOR PIPE TRENCH**

ITEM NO.	ITEM DESCRIPTION	DISCUSSION & RECOMMENDATIONS
<b>A. PIPE TRENCH EXCAVATION</b>		
A.1	General	<p>Excavate trenches for the stormwater conveyance pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe. Remove soil not meeting the classification specified as suitable backfill material in Section B-1, to a depth of 4 inches below the bottom of the pipe elevation.</p> <p><i>Given the very shallow ground water table, the use of RCCP is preferred over HDPE pipes, however, if HDPE pipes are being considered, the potential for floatation must be evaluated and appropriate mechanisms to safely counteract floatation, that may be needed.</i></p> <p>References: Section 125-4.4 of the <i>FDOT Standard Specifications for Road and Bridge Construction</i> pg. 739, Soil Engineering by Handy &amp; Spangler</p>
A.2	Trenches in Fill	<p>For pipes placed above the natural ground line, the embankment shall be placed and compacted prior to excavation of the trench to an elevation at least 24 inches above the top of the pipe and to a width equal to four (4) pipe diameters, and the trench then excavated to the required grade. This situation is not applicable to this particular project.</p> <p>Reference: Section 125-4.4 of the <i>FDOT Standard Specifications for Road and Bridge Construction</i></p>
A.3	Undercutting (where necessary)	<p>When rock, boulders, or other hard, lumpy or unyielding materials are encountered in the trench bottom they shall be removed to a depth of at least 12 inches below the pipe. Muck or other soft material considered by the Geotechnical Engineer to be unsuitable as foundation for the pipe shall be removed to a depth required for obtaining a firm foundation, and as directed by the Geotechnical Engineer.</p> <p>When undercutting is required in order to remove organics and/or other unsuitable materials (either hard or soft), the trench shall be backfilled to a point 6 inches above the bottom of the pipe, with suitable granular material which will form a firm bed for the pipe, and the bottom shall be shaped to fit the pipe, to a point 6 inches above the bottom of the pipe. Such bedding material shall be fine sand or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.</p> <p>When a pipe trench is undercut in order to remove unsuitable materials or for other reasons, it shall be brought to the required grade using materials as specified above, after which the bottom shall be compacted to match approximately the density of the soil in which the trench was cut.</p> <p>References: Section 125-4.4 of the <i>FDOT Standard Specifications for Road and Bridge Construction</i></p>



**TABLE 9. EARTHWORK RECOMMENDATIONS FOR PIPE TRENCH**

ITEM NO.	ITEM DESCRIPTION	DISCUSSION & RECOMMENDATIONS
A.4	Dewatering	<p>Dewatering will likely be required for construction of the stormwater conveyance pipes. Dewatering may be achieved by well point, horizontal sock drains, or pumping from interior sumps. The design and effective operation of the dewatering system is the sole responsibility of the Contractor.</p> <p>The water table should be lowered to a level 2 ft below the base of the trench during excavation and backfilling.</p>
A.5	Safety	<p>The Contractor(s) performing trench excavation on this Contract, in excess of 5 feet in depth, shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 C.F.R., s. 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).</p> <p>The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.</p> <p>No material or excessive loads shall be applied at the surface within a distance from the edge of the trench equal to the depth of the trench.</p> <p>Reference: Section 125-1.1 of the <i>FDOT Standard Specifications for Road and Bridge Construction</i>.</p>
<b>B. TRENCH BACKFILLING</b>		
B.1	Backfill materials	<p>All material used for backfill shall be of a quality acceptable to the Engineer and shall be free from large lumps, wood, or other extraneous material.</p> <p>Fine sands and slightly silty fine sands are generally suitable as backfill and granular bedding provided they are not overly cemented. Slightly clayey fine sands are also suitable but can present problems with moisture control to achieve compaction, especially during the rainy season. Clayey sands will be difficult to compact since they usually come out in lumps when excavated and it is difficult to manage soil moisture. The preferred backfill materials are materials classified as A-1, A-2 or A-3. Based on the site-specific soil borings, there is a preponderance of A-3 sands within a depth of 4 ft along the trench alignments but its thickness varies from location to location (refer to Figures 2.1 to 2.3).</p> <p>Reference: Section 125-8.1.3 of the <i>FDOT Standard Specifications for Road and Bridge Construction</i>.</p>

**TABLE 9. EARTHWORK RECOMMENDATIONS FOR PIPE TRENCH**

ITEM NO.	ITEM DESCRIPTION	DISCUSSION & RECOMMENDATIONS
B.2	General	<p>Backfill in dry conditions whenever normal dewatering equipment can accomplish the needed dewatering. A "LOT", as defined by FDOT, is one lift of backfill material placement, not to exceed 500 ft in length or a single run of pipe connecting two successive structures, whichever is less. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compactive effort is applied. For multiple phase backfill, a LOT shall not extend beyond the limits of the phase.</p> <p>Place the material in horizontal layers not exceeding 6 inches in compacted thickness.</p> <p>Backfill around culverts and pipes simultaneously to approximately the same elevation.</p> <p>For pipes 15 inches inside diameter (15" ID) or greater than 15" ID, trenches may have up to four zones that must be backfilled as follows:</p> <ul style="list-style-type: none"> <li>[a] Lowest Zone: The Lowest Zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe. This zone is backfilled with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material, if no suitable material is available.</li> <li>[b] Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is 4 inches of soil below the bottom of the pipe. When rock or hard material has been removed to place the pipe, the Bedding Zone will be 12 inches of soil below the bottom of the pipe. Backfill with materials classified as A-1, A-2 or A-3. Material classified as A-4 may be used if the pipe is concrete.</li> <li>[c] Cover Zone: The Cover Zone is the next zone of backfill that is placed after the pipe has been laid. This zone extends to 12 inches above the top of the pipe. The Cover Zone and Bedding Zone are considered the Soil Envelope for the pipe. Backfill materials specified for the Bedding Zone in (b) above may also be used in the Cover Zone.</li> <li>[d] Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade. Backfill the area of the trench above the soil envelope with materials allowed in FDOT Design Standard, Index 505 or other approved materials.</li> </ul>

**TABLE 9. EARTHWORK RECOMMENDATIONS FOR PIPE TRENCH**

ITEM NO.	ITEM DESCRIPTION	DISCUSSION & RECOMMENDATIONS
B.3	Backfill Zones for Pipes	<p>[a] Lowest Zone: Compact the soil in the lowest zone to approximately match the density of the soil in which the trench was cut.</p> <p>[b] Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.</p> <p>If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches in compacted thickness.</p> <p>[c] Cover Zone: Before placing the Cover zone material, lay pipe, excavating for bells where required. Place the material in 6-inch layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria in Section B4.</p> <p>[d] Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the Accepted Criteria in Section B4.</p> <p>Reference: Section 125-8.3.1 and 125.8.3.2 of the <i>FDOT Standard Specifications for Road and Bridge Construction</i>.</p>

**TABLE 9. EARTHWORK RECOMMENDATIONS FOR PIPE TRENCH**

ITEM NO.	ITEM DESCRIPTION	DISCUSSION & RECOMMENDATIONS									
B.4	Acceptance Criteria	<p>Obtain a minimum Quality Control (QC) density in any LOT of 100% of the maximum density as determined by AASHTO T99, Method C, or in the case of the Lowest Zone, to a density to approximately match the existing soil. Note that the applicable County or City requirements shall apply where they are more restrictive than FDOT requirements.</p> <p>Exceptions to Pipe Density Requirements: Compact the backfill to a firmness approximately equal to that of the soil next to the pipe trench in locations outside the plane described by a two (horizontal) to one (vertical) slope downward from the roadway shoulder line of the back of curb as applicable.</p> <p>Frequency: Conduct QC maximum density sampling and testing at a minimum frequency of one test per soil type. The verification test will be at a minimum of one per soil type. Reference: Section 125-9.2 of the <i>FDOT Standard Specifications for Road and Bridge Construction</i></p> <table border="1"> <thead> <tr> <th align="center">Test Name</th> <th align="center">Quality Control</th> <th align="center">Verification</th> </tr> </thead> <tbody> <tr> <td align="center">Maximum Density</td> <td align="center">One per soil type</td> <td align="center">One per soil type</td> </tr> <tr> <td align="center">Density</td> <td align="center">One per LOT</td> <td align="center">One per four LOTs and the first lift not affected by water</td> </tr> </tbody> </table>	Test Name	Quality Control	Verification	Maximum Density	One per soil type	One per soil type	Density	One per LOT	One per four LOTs and the first lift not affected by water
Test Name	Quality Control	Verification									
Maximum Density	One per soil type	One per soil type									
Density	One per LOT	One per four LOTs and the first lift not affected by water									
B.5	Backfill under wet conditions	<p>Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing. In such specifically authorized cases, the backfill material used below the elevation at which mechanical tampers would be effective shall be of the AASHTO A-3 soil classification. After the pipe is bedded properly, the A-3 material shall be placed, and rammed and compacted under the pipe haunches by the use of timbers or hand tampers, and hand-tamping continued during the placing of the backfill until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, normally acceptable backfill material may be used and compaction shall be obtained by the use of mechanical tampers. The mechanical tamping shall be done in such a manner and to such extent as to transfer the compacting force into the previously hand-tamped fill. Reference: Section 125-8.3.4 of the <i>FDOT Standard Specifications for Road and Bridge Construction</i></p>									
B.6	Precautions	<p>Heavy construction equipment shall not be permitted to cross over culverts or storm sewer pipes until backfill material has been placed and compacted to the finished earthwork grade or to an elevation at least 4 ft above the crown of the pipe.</p>									
B.7	Minimum cover requirements	<p>The minimum cover over the top of the pipe shall be as per Index 205 of the FDOT Roadway and Traffic Design Standards (Jan. 2006).</p>									
B.8	Corrosion potential	<p>Corrosion testing (i.e., pH, chlorides, resistivity, and sulfates) were not performed on the soil samples. However, based on the organic soils present and our experience with similar soils, the classification of the soil should be "extremely aggressive" according to the environmental classification ranges published in the FDOT Structures Design Guidelines.</p>									
B.9	Quality Control	<p>Comply with local agency requirements.</p>									

**TABLE 10. RECOMMENDATIONS FOR MINOR STORMWATER STRUCTURES**

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>DISCUSSION &amp; RECOMMENDATIONS</b>
1	General	Provided that our demucking recommendations in Table 7 are performed, the soil and ground water conditions disclosed by the borings present no constraints to construction of minor structures associated with the proposed stormwater conveyance pipes.
2	Foundation Support	The soil conditions are generally suitable for the construction and support of a catch box, manhole or similar structure. A maximum net bearing pressure of 2,000 lb/ft <sup>2</sup> is recommended to limit both the total and differential settlement of the foundation soils.
3	Lateral Earth Pressures	<p>The walls of the proposed structure will be fixed at the top and will not be allowed to rotate. Therefore, the pressures exerted on the structure by the adjacent soil may be represented by lateral at-rest earth pressures. The structure should be designed to resist at-rest soil pressures equivalent to a fluid density of 52 pcf.</p> <p>The seasonal high water table altitude is expected to be approximately at the elevations listed in Table 6 and therefore the base of the structure may likely be below the SHWT. The equivalent fluid pressure of 52 pcf does not include unbalanced hydrostatic forces. Hydrostatic forces should be included in all stability calculations.</p> <p>These equivalent fluid densities do not include a factor of safety; they also do not include lateral pressures from any surcharge loads (i.e., traffic, construction equipment, etc.)</p> <p>This recommendation assumes that the backfill is not over-compacted.</p>
4	Uplift Pressures	<p>For the calculation of uplift due to hydrostatic pressure at the base of any structure the seasonal high water table altitude in Table 6 can be used.</p> <p>The vertical soil pressure on top of any buried structure can be estimated by multiplying the unsaturated unit weight (115 lb/ft<sup>3</sup>) by the height of fill over the structure and adding any appropriate surcharge loads.</p>
5	Corrosion Potential	Corrosion series test parameters (i.e., pH, chlorides, resistivity, and sulfates) were not performed on the soil samples. However, based on the organic soils present and our experience with similar soils, the classification of the soil should be "extremely aggressive" according to the environmental classification ranges published in the FDOT Structures Design Guidelines.
6	Construction Dewatering	<p>All foundations shall be constructed in the dry. It shall be anticipated that dewatering will be required to facilitate the construction of the structures. Dewatering shall be performed in accordance with Sections C455-4 and C455-6.2 of FDOT Supplemental Specifications to the 1991 Standard Specifications for Road and Bridge Construction (1994). The contractor is solely responsible for the dewatering method. The water table shall be lowered to at least 2 ft below the base of the excavation.</p> <p>The contractor shall make adequate provisions to divert surface runoff and to collect and remove any water entering the excavation.</p>

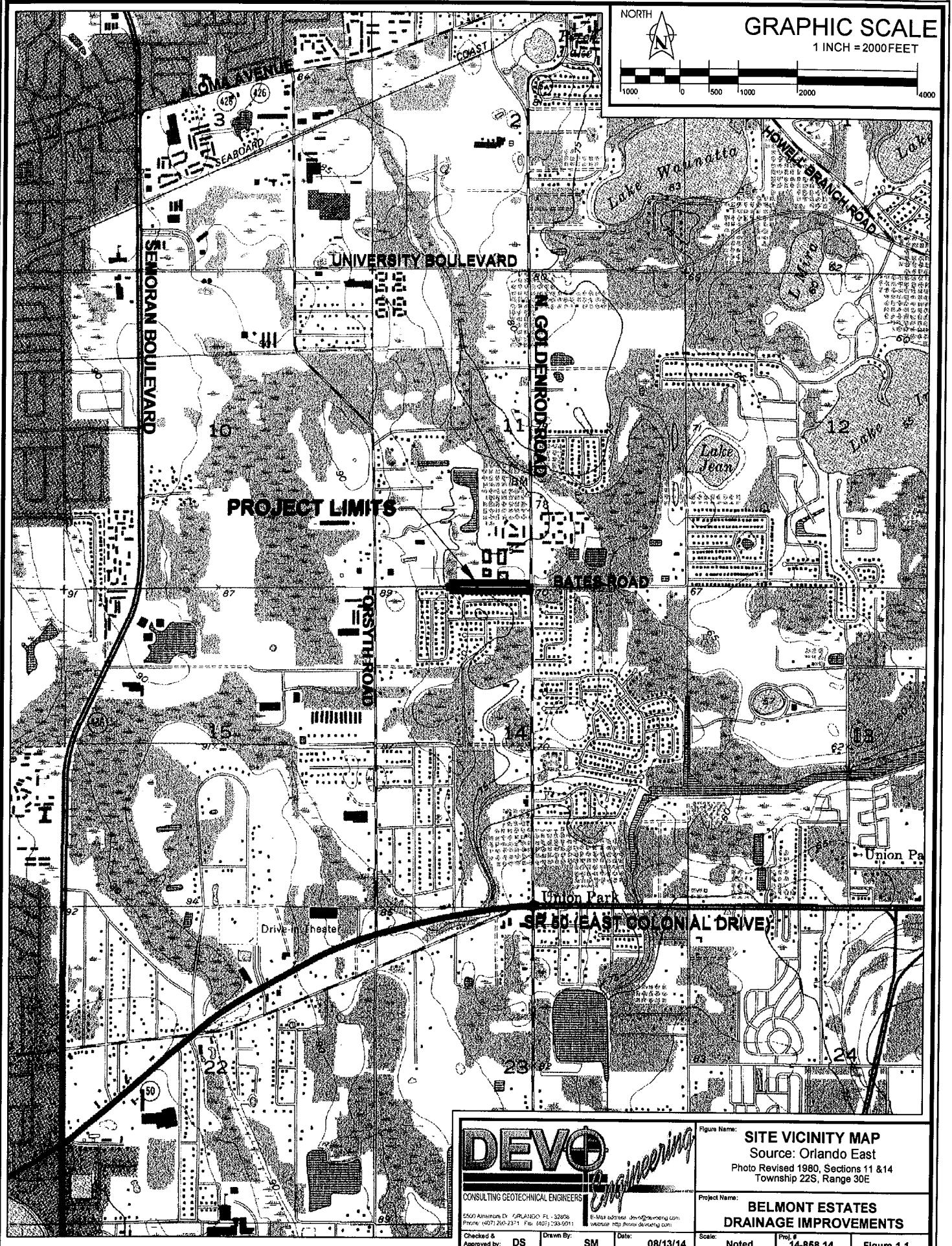
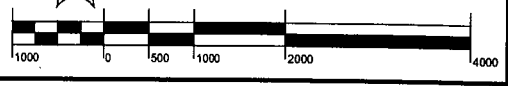
**TABLE 10. RECOMMENDATIONS FOR MINOR STORMWATER STRUCTURES**

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>DISCUSSION &amp; RECOMMENDATIONS</b>
7	Temporary Slopes During Excavation	<p>Slopes for temporary excavations less than 4 feet deep shall be sloped at 1.5 Horizontal to 1 Vertical (1.5H:1V) or flatter. The slopes must be protected from erosion. Temporary excavations greater than 10 ft deep shall have side slopes of 2.0H:1V or flatter, or shall be braced using a plan certified by a professional engineer registered in the state of Florida. Excavated materials shall not be placed at top of slopes within a horizontal distance equal to the depth of excavation.</p> <p>The Contractor(s) performing the excavation for the construction of the outfall structures shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 C.F.R., s. 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES). The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system. No material or excessive loads shall be applied at the surface within a distance from the edge of the trench equal to the depth of the trench.</p>
8	Compaction Density for Foundation Soils	<p>The foundation soils shall be uniformly compacted to obtain a minimum density equivalent to 95 percent of the Modified Proctor Maximum Density (ASTM D-1557) as tested to a minimum depth of two (2.0) feet below the base of the structure.</p>
9	Structural Backfill - Soil Quality	<p>Sands with less than 10 percent fines passing a U.S. No. 200 Sieve will be acceptable for backfill provided the moisture content is controlled to ensure that the materials can be compacted to the required density. Based on the soil boring in the structure footprint, the sands from the uppermost 3 to 4 ft of the excavation should be suitable structural backfill soil, but given the transition to the clayey soils, this needs to be verified onsite by a representative of the project geotechnical engineer or the construction materials testing firm.</p>
10	Compaction of Backfill Soils	<p>Structural backfill shall be placed in level lifts not exceeding 12 inches loose thickness and be compacted to a minimum of 92 percent of its Modified Proctor Density (ASTM D-1557) and lifts not exceeding 6 inches loose thickness and be compacted to a minimum of 95 percent of its Modified Proctor Density (ASTM D-1557) within the final 2 ft of finish grade.</p>
11	Protection of Existing Structures	<p>Non-vibratory, self propelled, compaction equipment is recommended when compacting within 75 feet of existing structures. Soil placed adjacent to the completed portion of the structure shall be carefully compacted with light weight equipment such as a vibratory plate compactor.</p>
12	Quality Control	<p>A reputable and experienced soil testing firm shall be retained to provide on-site inspections and testing of the compaction and filling operations so that proper documentation of the required minimum compaction and compliance with the recommendations above can be provided.</p>

**FIGURES**



**GRAPHIC SCALE**  
1 INCH = 2000 FEET



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E-Mail address: devo@devoeng.com  
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Figure Name: **SITE VICINITY MAP**  
Source: Orlando East  
Photo Revised 1980, Sections 11 & 14  
Township 22S, Range 30E

Project Name: **BELMONT ESTATES  
DRAINAGE IMPROVEMENTS**

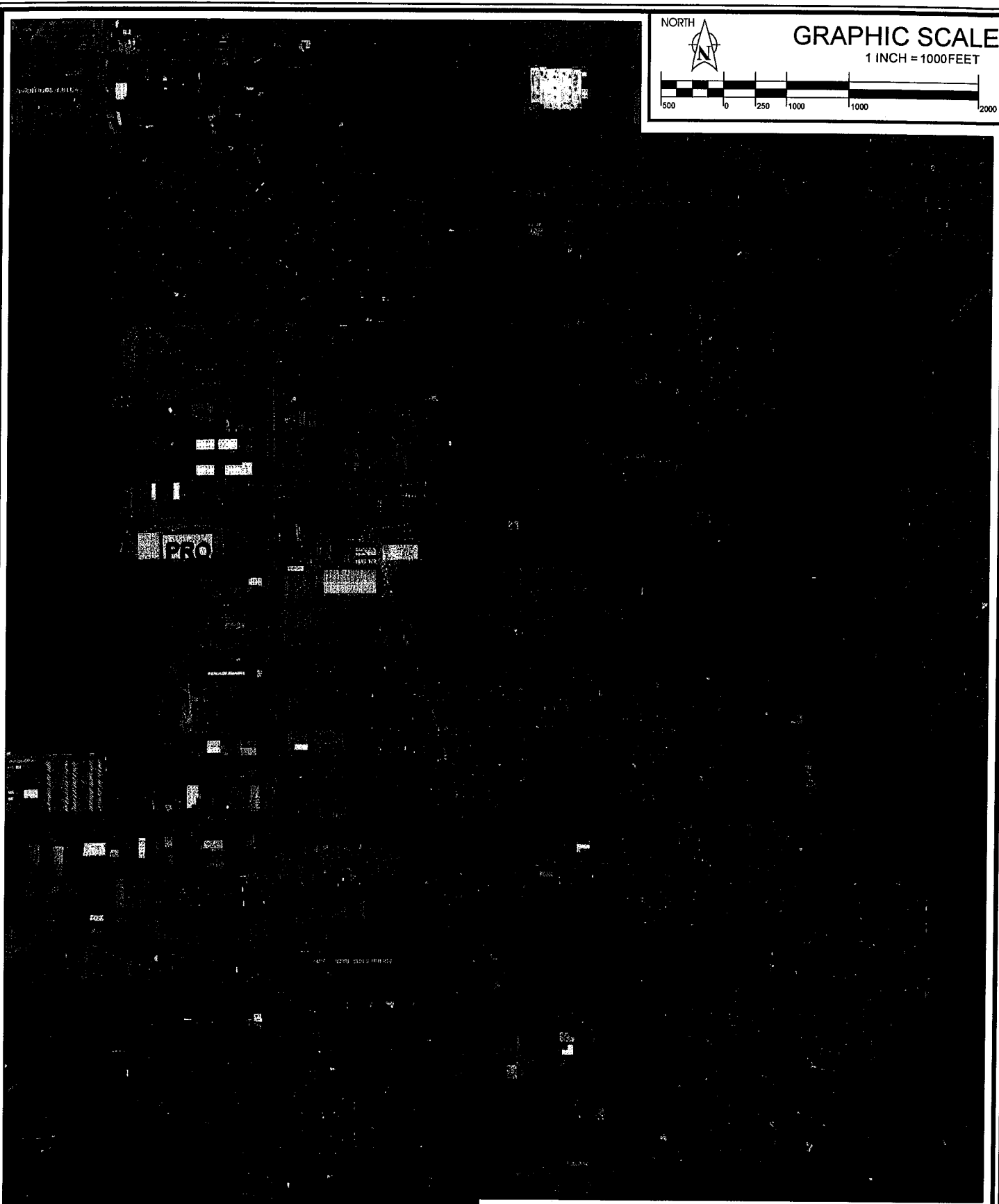
Checked & Approved by: **DS** Drawn by: **SM** Date: **08/13/14**

Scale: **Noted** Proj. # **14-868.14** Figure **1.1**





**GRAPHIC SCALE**  
1 INCH = 1000 FEET



CONSULTING GEOTECHNICAL ENGINEERS  
6500 Atlanta Dr. - ORLANDO, FL - 32809  
Phone: (407) 209-2371 Fax: (407) 283-5011  
E-Mail address: devo@devoeng.com  
Website: http://www.devoeng.com

Figure Name:  
**SITE AERIAL IMAGE**  
(Image Date: January 2014)

Project Name:  
**BELMONT ESTATES  
DRAINAGE IMPROVEMENTS**

Checked & Approved by: <b>DS</b>	Drawn By: <b>SM</b>	Date: <b>08/13/14</b>	Scale: <b>Noted</b>	Proj. # <b>14-858.14</b>	<b>Figure 1.2</b>
----------------------------------	---------------------	-----------------------	---------------------	--------------------------	-------------------



# GRAPHIC SCALE

1 INCH = 1000 FEET



## LEGEND:

- 1 Arents, nearly level
- 35 Pomello - Urban land complex 0 to 5 % slopes
- 41 Samsula-Hontoon-Basinger association, depressional
- 45 Smyrna - Urban land complex

**DEVO** Engineering  
 CONSULTING GEOTECHNICAL ENGINEERS

5509 Alhambra Dr. CAULFIELD, FL 32609  
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 E-Mail address: devo@devoeng.com  
 website: http://www.devoeng.com

Figure Name:	<b>NRCS SOILS MAP</b> Source: Soil Survey of Orange County Area, Fl. Sheet 21
Project Name:	<b>BELMONT ESTATES DRAINAGE IMPROVEMENTS</b>
Checked & Approved by:	DS
Drawn By:	SM
Date:	08/13/14
Scale:	Noted
Proj. #	14-858.14
Figure	Figure 1.3



**GRAPHIC SCALE**  
1 INCH = 100 FEET



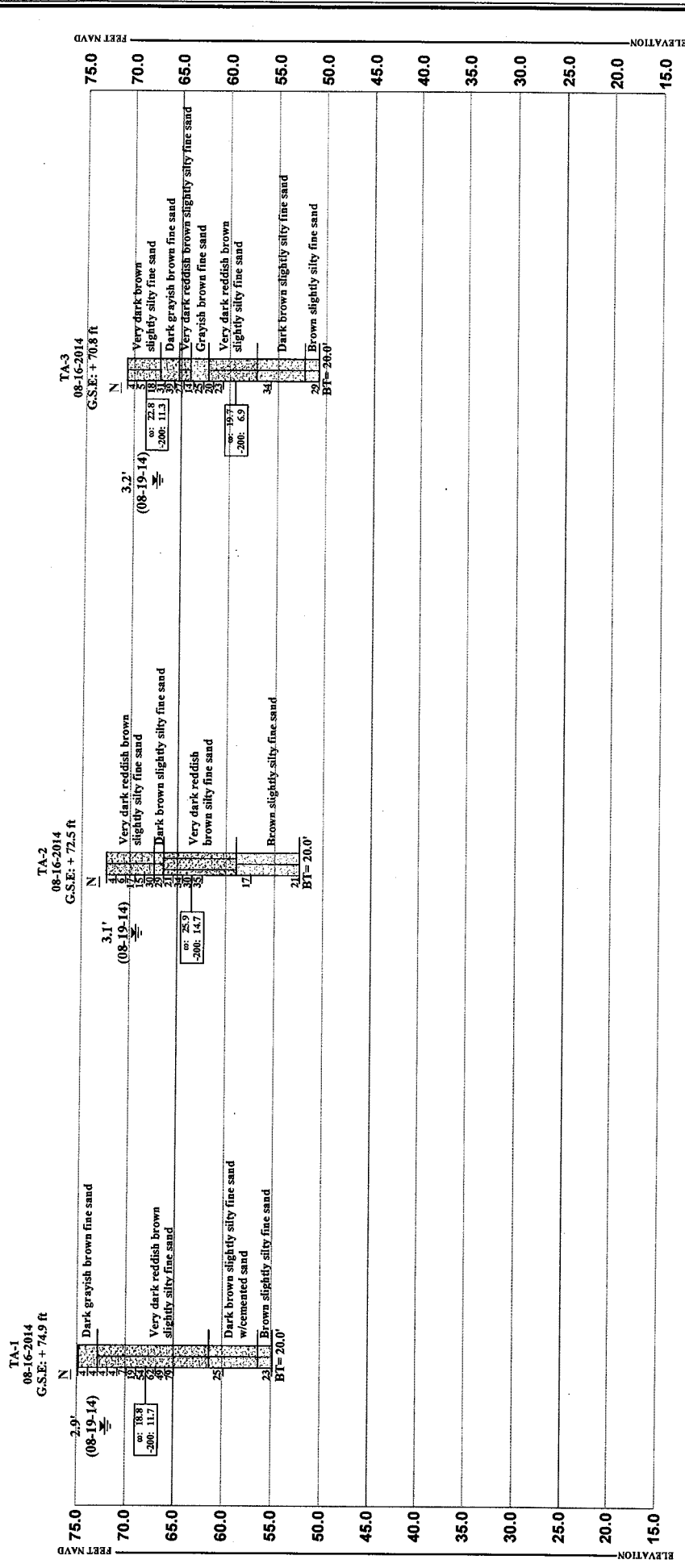
**LEGEND:**

- TA-3 20' SPT Boring Locations
- TB-1 30' SPT Boring Locations
- TC-3 40' to 60' SPT Boring Locations



**DEVELOPMENT**  
CONSULTING GEOTECHNICAL ENGINEERS  
5500 Alhambra Ct., UPLAND, CA 91786  
Phone: (951) 250-3371 Fax: (951) 251-9311  
Website: <http://www.dewberry.com>

Checked By: DS  
Approved By: SM  
Date: 08/13/14  
Scale: Noted  
Project Name: BELMONT ESTATES DRAINAGE IMPROVEMENTS  
Figure Name: BORING LOCATION PLAN (Image Date: Jan 2014)  
Prog # 14-858-14  
Figure 1.4



**LEGEND**

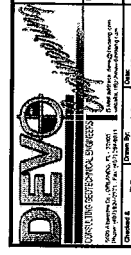
- ☒ BORINGS DRILLED ON DATE NOTED
- ☒ WATER TABLE READING MEASURED ON DATE NOTED
- ☒ SURVEYED GROUND SURFACE ELEVATION (FT NAVD)
- ☒ BORING TERMINATION DEPTH IN FEET
- ☒ NATURAL MOISTURE CONTENT %
- ☒ PERCENT PASSING US#200 SIEVE
- ☒ VELOCITY CALIBRATED CONDUCTIVITY (FT/DAY)
- ☒ LIQUID LIMIT
- ☒ PLASTIC LIMIT
- ☒ PLASTICITY INDEX
- ☒ DEGREE OF ACIDITY OR ALKALINITY OF SOIL
- ☒ ORGANIC CONTENT

**GRANULAR MATERIALS**

Relative Density	SPT (Blows/ft.)
Very loose	Less than 4
Loose	4-10
Medium Dense	10-30
Dense	30-50
Very Dense	Greater than 50

**SILTS AND CLAYS**

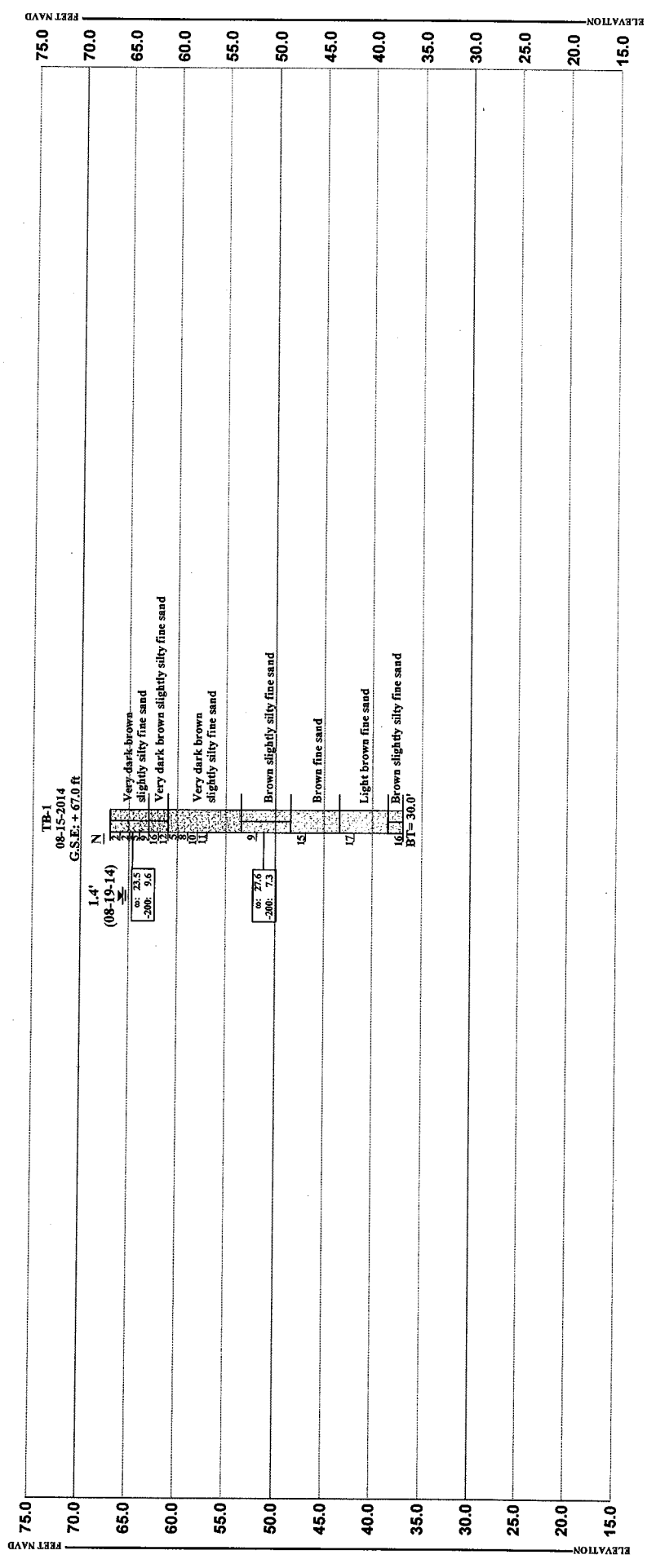
Consistency	SPT (Blows/ft.)
Very soft	Less than 2
Soft	2-4
Firm	4-8
Stiff	8-15
Very stiff	15-30
Hard	Greater than 30



**SOIL PROFILES FOR TA-1 to TA-3**

BELMONT ESTATES DRAINAGE IMPROVEMENTS

Project Name: Belmont Estates Drainage Improvements  
 Date: 08-22-14  
 Scale: As Shown  
 Sheet: 14-852.14  
 Figure: 2.1



**LEGEND**

- ROBINGS DRILLED ON DATE NOTED
- WATER TABLE READING MEASURED ON DATE NOTED
- SURVEYED GROUND SURFACE ELEVATION (FT NAVD)
- ROBING TERMINATION DEPTH IN FEET
- NATURAL MOISTURE CONTENT %
- PERCENT PASSING US200 SIEVE
- VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)
- LIQUID LIMIT
- PLASTICITY INDEX
- DEGREE OF ACIDITY OR ALKALINITY OF SOIL
- ORGANIC CONTENT

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**SILTS AND CLAYS**

Consistency	SPT (Blows/ft)
Very soft	Less than 2
Soft	2-4
Firm	4-8
Stiff	8-15
Very stiff	15-30
Hard	Greater than 30

**SOIL PROFILE FOR TB-1**

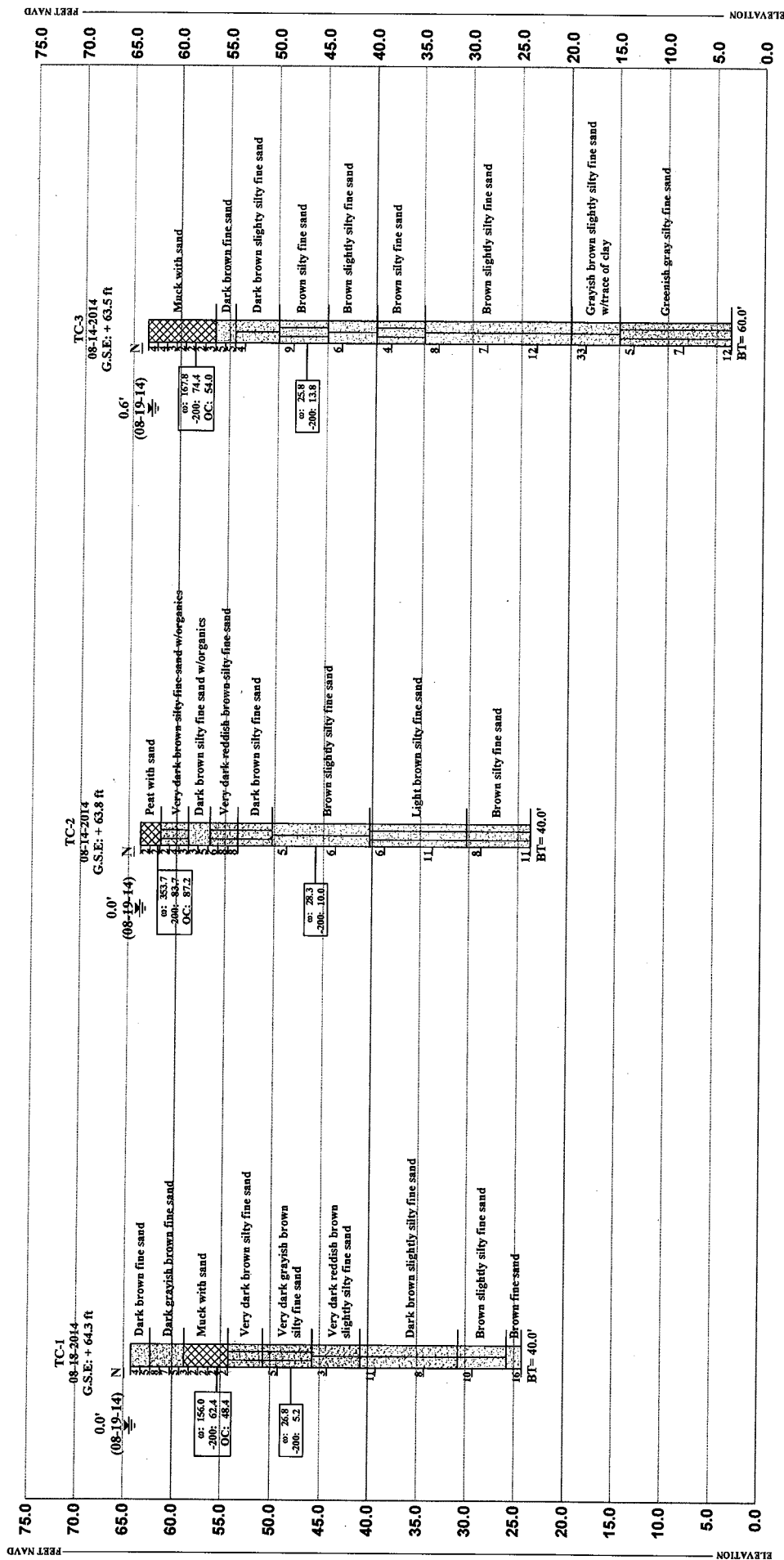
**DEVO**  
 CONSULTING ENGINEERS  
 1000 UNIVERSITY AVENUE, SUITE 200  
 ANN ARBOR, MI 48106-1500  
 PHONE: 734.769.8800  
 FAX: 734.769.8801  
 WWW.DEVOENGINEERS.COM

**Project No.:** DS    **Drawn By:** LA    **Date:** 08-22-14

**Client Name:** BELMONT ESTATES  
**Project Name:** DRAINAGE IMPROVEMENTS

Scale: 1" = 20.0'

Figure 2.2



**LEGEND**

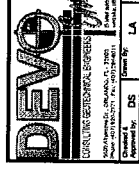
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- ☒ WATER TABLE READING MEASURED ON DATE NOTED
- G.S.E. SURVEYED GROUND SURFACE ELEVATION (FT NAVD)
- BT BORING TERMINATION DEPTH IN FEET
- w NATURAL MOISTURE CONTENT %
- 200 PERCENT PASSING US200-SIEVE
- LL LIQUID LIMIT
- PI PLASTICITY INDEX
- PH DEGREE OF ACIDITY OR ALKALINITY OF SOIL
- O.C. ORGANIC CONTENT

**GRANULAR MATERIALS**

Relative Density	SPT (Blows/ft)
Very loose	Less than 4
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Medium Dense	10-30
Dense	30-50
Very Dense	Greater than 50

**SILTS AND CLAYS**

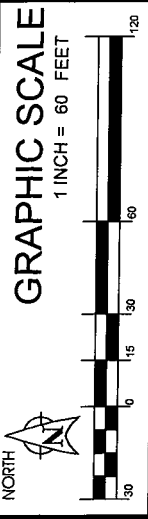
Consistency	SPT (Blows/ft)
Very soft	Less than 2
Soft	2-4
Stiff	4-8
Very stiff	8-15
Hard	15-30
	Greater than 30



**DEVO**  
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 10000 W. 10th Street, Suite 100  
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 Website: www.devoenv.com

Project Name: ORANGE COUNTY BELMONT ESTATES DRAINAGE DESIGN  
 Date: 08-23-14  
 Scale: Noted  
 No.: 14-088-14  
 Figure: 2.3

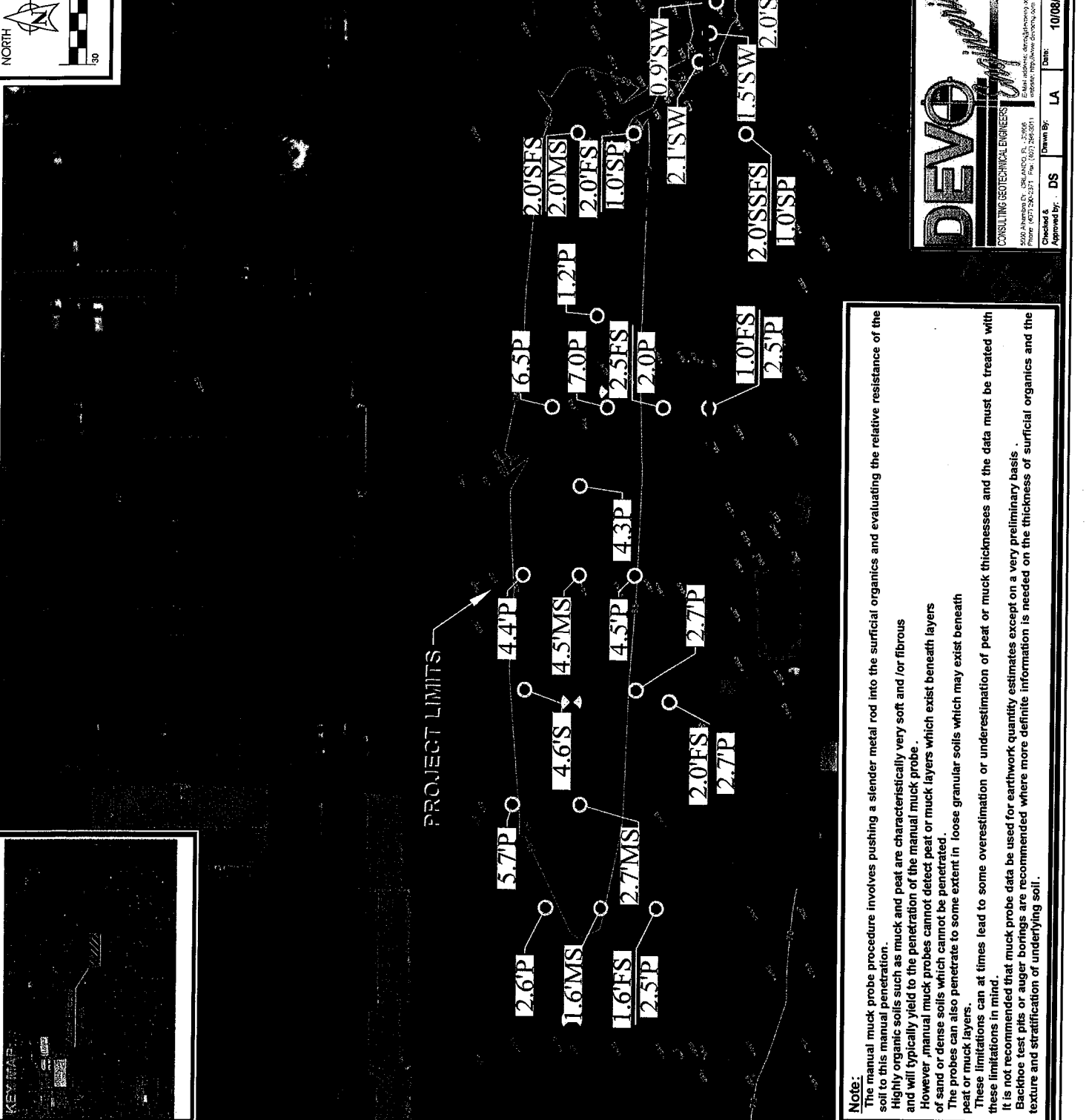
SOIL PROFILES FOR  
 TC-1 to TC-3



**LEGEND:**

Muck probes performed on August 21, 2014

SW	Standing Water
MS	Mucky Sand
P	Peat
SP	Sandy Peat
S	Sand
FS	Fine Sand
SSFS	Slightly Silty Fine Sand
SFS	Silty Fine Sand



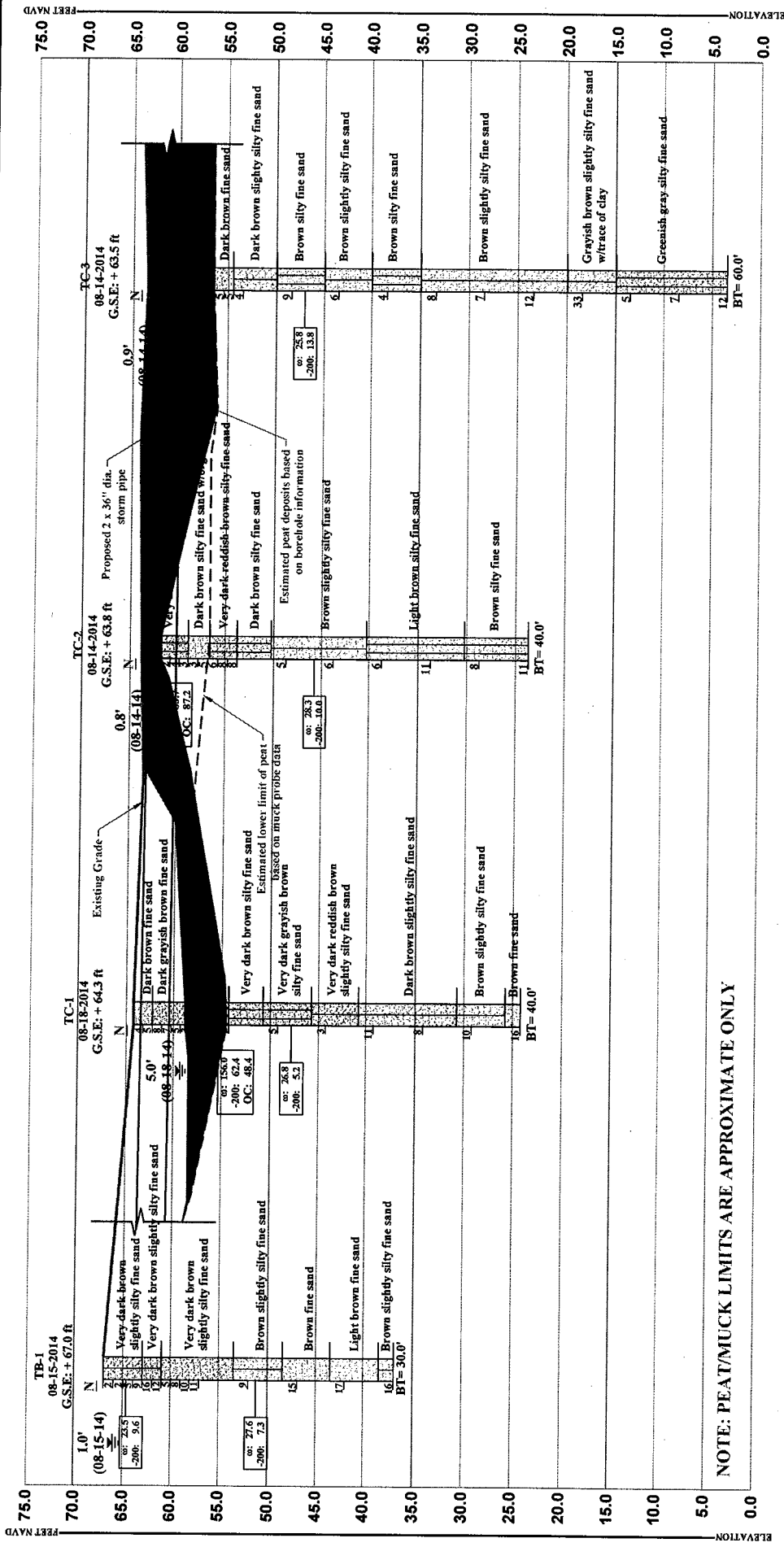
**Note:**  
 The manual muck probe procedure involves pushing a slender metal rod into the surficial organics and evaluating the relative resistance of the soil to this manual penetration.  
 Highly organic soils such as muck and peat are characteristically very soft and/or fibrous and will typically yield to the penetration of the manual muck probe.  
 However, manual muck probes cannot detect peat or muck layers which exist beneath layers of sand or dense soils which cannot be penetrated.  
 The probes can also penetrate to some extent in loose granular soils which may exist beneath peat or muck layers.  
 These limitations can at times lead to some overestimation or underestimation of peat or muck thicknesses and the data must be treated with these limitations in mind.  
 It is not recommended that muck probe data be used for earthwork quantity estimates except on a very preliminary basis.  
 Backhoe test pits or auger borings are recommended where more definite information is needed on the thickness of surficial organics and the texture and stratification of underlying soil.

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 Website: <http://www.devo.com>

Checked by: DS  
 Approved by: LA  
 Date: 10/08/14  
 Scale: Noted  
 Project # 14-858-14  
 Figure 3.1

Figure Name: **MUCK PROBE DATA**  
 (Image Date: Jan 2014)

Project Name: **BELMONT ESTATE DRAINAGE IMPROVEMENTS**



NOTE: PEAT/MUCK LIMITS ARE APPROXIMATE ONLY

**LEGEND**

- ☒ BORINGS DRILLED ON DATE NOTED
- ☒ WATER TABLE READING MEASURED ON DATE NOTED
- ☒ SURVEYED GROUND SURFACE ELEVATION (FT NAVD)
- ☒ BORING TERMINATION DEPTH IN FEET
- ☒ NATURAL MOISTURE CONTENT %
- ☒ PERCENT PASSING US200 SIEVE
- ☒ VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)
- ☒ LIQUID LIMIT
- ☒ PLASTICITY INDEX
- ☒ DEGREE OF ACIDITY OR ALKALINITY OF SOIL
- ☒ ORGANIC CONTENT

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Hard	Greater than 30



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 1000 W. 10th Street, Suite 100  
 Lincoln, NE 68502  
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 www.devocorp.com

**SECTION SHOWING**  
**ESTIMATED MUCK DEPOSITS**

Project Name: BELMONT ESTATES  
 Project Number: DRAINAGE IMPROVEMENTS  
 Date: 08-09-14  
 Drawn by: LA  
 Checked by: DS  
 Noted by: [Signature]  
 Scale: 1" = 4'-0" (Vertical), 1" = 4'-0" (Horizontal)  
 Figure 4.1