

**AGENDA
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, APRIL 24, 2023 5:30 PM**

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PRESENTATIONS:

- A. Resolution of the Mayor and City Commission of the City of Leesburg, Florida, naming the City Hall Commission Chambers in Honor of FRED A. MORRISON; and providing an effective date.**

3. PROCLAMATIONS:

- A. Municipal Clerks Week**

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held April 10, 2023**

B. PURCHASING ITEMS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Dewberry Engineers, Inc. for an odor control evaluation for the Turnpike Wastewater Treatment Plant (WWTP); and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC. for the installation of a water main known as Treadway School Loop Water Main Installation; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Danus Utilities, LLC., for the replacement of four (4) Air Release Valves (ARVs); and providing an effective date.**
4. **Ratification of City Manager emergency purchase approval for four (4) police vehicles for \$154,960.46.**

C. RESOLUTIONS:

1. **Resolutions requesting the City Commission approve and execute an FAA grant for the Leesburg International Airport and approve and execute a Task Order with GAI Consultants, Inc., to provide professional services related to the FAA grant for Reconstruction of Taxiways Delta, A1 & A3, and A2 Relocation.**
 - a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Grant Agreement 3-12-0042-031-2023 between the City of Leesburg and the Federal Aviation Administration (FAA), for the purpose of obtaining funding for the Leesburg International Airport Taxiway Reconstruction of A1, A3, Delta, and A2 Relocation; and providing an effective date.**
 - b. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with GAI Consultants, Inc., for professional services at the Leesburg International Airport related to Taxiway Reconstruction of A1, A3, Delta, and A2 Relocation; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment of Lease, between the City of Leesburg, and Import Sales of Lake County, LLC, D/B/A Bill Bryan Subaru, and Leesburg S Automotive**

Management, LLC; and providing an effective date.

- 3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and the City Clerk to execute an Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of Library services; and providing an effective date.**
- 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from the City of Fruitland Park, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**
- 5. Resolution of the City Commission of the City of Leesburg, Florida authorizing position modifications within the Gas Operations Division; and providing an effective date.**
- 6. Resolution of the City Commission of the City of Leesburg, Florida approving execution of a Vacant Land Contract for purchase of certain real property located on SR 44 and described more particularly in the contract; and providing an effective date.**
- 7. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Dedication for Public Street Right-of-Way for a 50-foot-wide strip of land lying within Sections 9 and 16, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date.**

**6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES

- 1. An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the future land use map designation of certain property containing 8.03 +/- acres from Medium Density Residential to High Density Residential, for a multi-family development on a property generally located south of Park Holland Road and east of Picciola Road as legally described in Section 15, Township 19 South, Range 24 East; Lake County, Florida; and providing an effective date. (PMF Leesburg SSCP)**
- 2. An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.03 acres from PUD (Planned Unit Development) and C-3 (General Commercial) to SPUD (Small Planned Unit Development) for a**

property generally located south of Park Holland Road and east of Picciola Road, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PMF Leesburg PUD)

B. FIRST READING OF ORDINANCES

1. None

C. NON-ROUTINE ITEMS

1. None

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. Financial Reports as of February 2023

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

A. Power Cost Adjustment Update

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

RESOLUTION NO. _____

**RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, NAMING THE CITY HALL COMMISSION
CHAMBERS IN HONOR OF FRED A. MORRISON; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, on December 4, 2021, the City of Leesburg and the entire community lost a valued member, with the death of Fred A. Morrison; and

WHEREAS, Fred A. Morrison was a native of Leesburg whose love for his family, friends and the Florida Gators was unparalleled; and

WHEREAS, Fred A. Morrison dedicated 43 years of his life to the legal profession and during that time served as Leesburg's City Attorney for more than 30 years; and

WHEREAS, Fred A. Morrison enriched the lives of everyone fortunate enough to know him through his humor, eloquence, dignity and keen knowledge of the law; and

WHEREAS, the Mayor and City Commission of the City of Leesburg, Florida wishes to express its deepest respect for the contributions Fred A. Morrison made to our City through his professional and civic endeavors; and

WHEREAS, by virtue of Fred A. Morrison's distinguished service to the City of Leesburg, the Mayor and City Commission now finds cause that it is appropriate and deserving to name the City Hall Commission Chambers in remembrance of Fred A. Morrison.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT Fred A. Morrison's life was lived well and he shall be forever revered.

THAT the Mayor and City Commission desires to recognize his commitment to the objectives of the City and the invaluable leadership, counsel and guidance he provided as City Attorney which earned him the esteem and respect of commissioners, staff and citizens alike.

THAT the City of Leesburg City Hall Commission Chambers shall be named in honor of Fred A. Morrison and he shall forever hold the posthumous title of Leesburg City Attorney Emeritus.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida at a regular meeting held on the 24th day of April, 2023.

Mayor

ATTEST:

City Clerk

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, APRIL 10, 2023 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, April 10, 2023, at Leesburg City Hall. Mayor Burry called the meeting to order at 5:56 p.m. with the following members present:

Commissioner Allyson Berry
Commissioner Jay Connell
Commissioner Mike Pederson
Commissioner Alan Reisman
Mayor Jimmy Burry

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Grant Watson, the news media, and others.

INVOCATION

The invocation was given, followed by the Pledge of Allegiance to the Flag of the United States of America, at the Greater Leesburg CRA meeting held immediately prior to this meeting.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

A. National Public Safety Telecommunicators Week

Mayor Burry read the proclamation proclaiming April 9 - April 15, 2023 as National Public Safety Telecommunicators Week in the City of Leesburg. He thanked those men and women for their diligence and professionalism in keeping our City and our citizens safe.

3. PRESENTATIONS:

A. None

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting.

Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

Vic Donahey, 122 N 7th Street, said he is glad to see the empty storefronts downtown starting to fill up, but this has created a slight problem for the residents of the townhouses directly across from City Hall, which is where he resides. The eleven townhomes have eleven parking spaces directly opposite them and he is curious to see if maybe signs could be posted on those spots for a two-hour parking limit. **CM Minner** stated the two-hour parking would not help, but hurt your parking problem because then that means a resident who lives there is not going to be able to park there if you put a two-hour limit. That complaint is more of a larger one, which is not enough parking downtown. One of the global goals of the commission has been to create a mixed unit atmosphere downtown where you have commercial and residential together. Some of the townhomes do have driveways, but the street parking is commonly public parking which is available to either a business owner, a patron, or a resident. He would not sign it and would advise this body to take the comments and deal with the parking complaints on an agnosium basis. **Commissioner Reisman** said he will be bringing up something similar to this in his public comments. **Mr. Donahey** thanked the commission for their consideration.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

Item pulled for discussion:

5.C.2 - Automatic Aid Agreement for Fire Protection and Other Emergency Services between the City of Tavares and the City of Leesburg

Commissioner Pederson moved to adopt the Consent Agenda except for 5.C.2, and Commissioner Reisman seconded the motion.

The roll call vote was:

Commissioner Connell	Yes
Commissioner Reisman	Yes
Commissioner Pederson	Yes
Commissioner Berry	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:
(Each item has its coordinated resolution number listed below the header)

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held March 27, 2023

B. PURCHASING ITEMS:

1. None

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida delegating authority to modify the variable index rate on certain outstanding obligations from LIBOR to a Substitute Rate; and providing for an effective date for this Resolution.

ADOPTED RESOLUTION 11,295

2. Resolution of the City Commission of the City of Leesburg, Florida accepting an Automatic Aid Agreement for Fire Protection and Other Emergency Services between the City of Tavares and the City of Leesburg and more particularly described in the document; and providing an effective date.

ADOPTED RESOLUTION 11,299

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

Mayor Burry stated he has no opposition to this, only pulling the item to allow the City Manager an opportunity to inform the public about what we are doing and how we are working in connection with our neighbors to make Lake County a better place. **CM Minner** stated there are a bunch of different things we do and, obviously, public safety is one of the general funds' primary purposes. There have been lots of discussions with the ISBA and the interlocals, so this is an interlocal agreement with the City of Tavares whereby we respond to each other's calls. It is a standard operating procedure. It does not happen often, about the 11,000 calls, we probably do about 100 calls between Leesburg and Tavares when extra mutual aid is needed. Mutual aid varies on calls and if we have a problem in Leesburg, Tavares will dispatch and flip-flop, if there is a need, we will pick up their call; it is a quid pro quo and it comes out a balanced act. The biggest part of the interlocal is with structural fires when you need more than just one organization responding. The ISBA side is a little bit of a different engine because it is done on more of a routine basis, where this is a quid pro quo and that was part of the inner service boundary agreement where there is actual cash payment to each agency on the Delta calls. We have agreements with Lady Lake, Fruitland Park, and Groveland. He thinks the Mayor's comment is to say hey we do this all the time, working together, there is a good relationship out there on the emergency basis and the public safety basis.

The roll call vote was:

Commissioner Reisman	Yes
Commissioner Pederson	Yes

Commissioner Berry	Yes
Commissioner Connell	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the resolution.

3. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Corrective Utility Easement to the City of Leesburg from John and Lisa Somerville, for the purpose of correcting the location of the easement and granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 11,296

4. **Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from DRJ Land Company, LLC, for the purpose of granting the City an Easement over the property described therein, together with the Joinder and Consent to Utility Easement from Truist Bank joining and consenting to the Utility Easement; and providing an effective date.**

ADOPTED RESOLUTION 11,297

5. **Resolution of the City Commission of the City of Leesburg, Florida, amending the Fiscal Year 2022-23 Budget for the General, Carver Heights CRA, Capital Projects, Gas, Water, Gas Tax and Fire Impact Fees Funds for the Second Quarter; and providing an effective date.**

ADOPTED RESOLUTION 11,298

6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**

A. SECOND READING OF ORDINANCES

1. **None**

B. FIRST READING OF ORDINANCES

1. **An Ordinance of the City of Leesburg, Florida, annexing certain real property consisting of approximately 33.45 acres; and being generally located east of County Road 48 and west of Haywood Worm Farm Road, lying in Sections 14 and 15, Township 20 South, Range 24 East, Lake**

County Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Sundance AX)

Mayor Burry asked for someone to introduce items 6.B.1, 6.B.2, and 6.B.3.

Commissioner Reisman introduced the ordinances, 6.B.1, 6.B.2, and 6.B.3, to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience.

Mayor Burry complimented Sundance on listening that this should remain a little industrial. Commissioner Pederson chimed in that he and Mayor Burry have been through quite a few discussions on this, but he also wanted to compliment the developer. He thinks what they are doing now is a great fit compared to residential use in this area.

Mayor Burry stated these items would lay over until May 8th. Planning and Zoning Director Dan Miller apologized and stated he and Mr. Dwight had a conversation, and Mr. Dwight will be out of the country and would like to request that the second reading be held on May 22nd. The commission agreed.

2. **An Ordinance amending the Comprehensive Plan of the City of Leesburg, changing the future land use designation of certain property containing 33.45 +/- acres from Lake County Regional Office to City of Leesburg Industrial, for a mixed use development on a property generally located south of County Road 48 and west of Haywood Worm Farm Road, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance SSCP).**
3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 33.45 acres from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to allow for a mixed use development, for a property generally located south of County Road 48 and west of Haywood Worm Farm Road, as legally described in Section 15, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date. (Sundance PUD)**
4. **An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the future land use map designation of certain property containing 8.03 +/- acres from Medium Density Residential to High Density Residential, for a multi-family development on a property generally located south of Park Holland Road and east of Picciola Road as legally described in Section 15, Township 19 South, Range 24 East; Lake County, Florida; and providing an effective date. (PMF Leesburg SSCP)**

Mayor Burry asked for someone to introduce items 6.B.4 and 6.B.5.

Commissioner Reisman introduced the ordinances, 6.B.4 and 6.B.5, to be read by title only. CC Purvis read the ordinances by title only.

Mayor Burry requested comments from the Commission and the audience.

Mayor Burry asked PZD Miller, the current PUD allows for. **PZD Miller** stated that PUD is number 07-97 or 06-97 and it allowed, he believes, 18 units per acre on a smaller amount of land. This one is requesting the same density on a larger piece of land; they added some property to the south. **Mayor Burry** stated his real question was on the original PUD, the exit was onto Picciola and was it a right turn only or just on this PUD. **PZD Miller** replied to be honest, he does not remember and would go back to research that for him. On this particular PUD we want to request an exit coming out to the north coming off Park Hill Road. The current developer of this site, plus the developer of the James Landing site to the north, are working together with this proposal and those lines almost perfectly line up, so staff feels like they can make something happen. Without that, staff would not have been able to support this proposal. Mayor Burry asked so moving to a second reading, staff would not be able to support the proposal with an exit onto Picciola with just a right way turn without having the Park Hill exit also. **PZD Miller** said correct and Lake County came back with a right turn only, which staff believes is correct, but we also believe a Park Hill exit would allow appropriate passage for vehicles. **Mayor Burry** stated he would support the PUD as long as we get that second exit. **PZD Miller** stated that is staff's position also.

Mayor Burry stated these items will lay over to the April 24th meeting.

5. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.03 acres from PUD (Planned Unit Development) and C-3 (General Commercial) to SPUD (Small Planned Unit Development) for a property generally located south of Park Holland Road and east of Picciola Road, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PMF Leesburg PUD)**

C. NON-ROUTINE ITEMS

1. **Resolution of the City Commission of the City of Leesburg, Lake County, Florida, (I) Providing for Authority; (II) Providing for the incorporation of certain findings, defined terms, and general provisions; (III) Approving and authorizing the execution of an All-Requirements Project Solar III Energy Participation Agreement between Florida Municipal Power Agency (ALL-REQUIREMENTS POWER SUPPLY PROJECT) and the City of Leesburg for an additional Phase III Solar Rate Commitment, Providing for the making of payments pursuant to such All-Requirements Project Solar Energy Participation Agreement, and making certain covenants in conjunction with such payments; (IV) Requesting a number of additional Megawatts of Capacity and Energy from the Solar PPA which will serve as the basis for the calculation of each ARP Solar Participant's Additional Phase III Solar Rate commitment and authorizing the Authorized Officer of the City of Leesburg to approve a Final Phase III Solar Rate**

Commitment; (V) Authorizing the inclusion of such Final Phase III Solar Rate Commitment in the Solar PPA between Florida Municipal Power Agency (ALL-REQUIREMENTS POWER SUPPLY PROJECT) and the Seller; (VI) Providing for this Resolution to constitute a contract; (VII) Designating authorized officers of the City of Leesburg, designating authority of authorized officers, and providing for further actions; (VIII) Taking of other actions; (IX) Providing for severability; and (X) Providing an effective date.

ADOPTED RESOLUTION 11,300

Commissioner Reisman introduced the resolution to be read by title only. CC Purvis read the resolution by title only.

Commissioner Reisman made a motion to adopt the resolution and Commissioner Pederson seconded the motion.

Mayor Burry requested comments from the Commission and the audience.

CM Minner stated this is the resolution where we are buying solar energy. Susan with FMPA is also with us tonight to provide more details, but this essentially, since he has been in Leesburg, at least ten years, FMPA has done about three different solar projects, each of about 75 megawatts. When FMPA goes out and does this, remember FMPA has several different projects; Stanton one, Stanton two, and the All- Requirements project, which we like to say is their Flagship project which we are a member of, where we buy all our power resources from. Then they have some of the bigger municipal utilities, like OUC, JEA, and Lakeland Electric, who go in and buy different solar blocks. Solar is deemed a reasonable energy. He thinks it is an energy that you want to have in your power portfolio these days, especially as we look to kind of do different things than fossil fuels and those type things. Do not think anybody is here to say solar is the way of the future, but certainly, right now, solar is a bridge to the future. Our portfolio in Leesburg does not have a solar mix in it. When we started phase one and phase two of the FMPA solar projects it was actually a cost item for us. What that would mean back in those days, we were paying 75 to 80 bucks a megawatt and solar was a lot more expensive, so it would actually kick our overall cost up a bit, so we opted out of those projects, but always kept an eye on it. Solar project III has come along, the world has changed, and gas has become more expensive, so some of that 75-80 megawatt cost is now these days, somewhere around 190 dollars, and he thinks we will probably finish off this fiscal year somewhere around a 90 dollar megawatt. This project all in is about a 75 megawatt block and it has different members in it. It is not all just through the all-requirements projects, in fact, I think there are only a few all-requirement members there, but we are one of them and our team thought in working with the FMPA team that this is the time to jump on board, because I think we are only talking about a one or two megawatt block at about 45 dollars a megawatt. How much is that going to cost us? I do not have that specific answer, but what I can tell you is that it is not a tremendous amount of energy. When we put it into our overall consumption over the year, where we are projecting around 60 million dollars for all in wholesale costs, that block is not going to change that appreciably, increase or decrease. The initial estimates from FMPA are that in the near future, being like a zero to five year band, it is going to be below cost, not enough to plan for, so with that we felt like we should recommend this.

These are all the initiating documents that let the City of Leesburg become a project participant of the Solar III FMPA project and if you vote tonight, everything basically gets served over to Susan and the folks at FMPA. I suspect the way Jim and the folks in finance will do this, is you will see in the budget book, the big difference will be that 200 million dollars. One page in there is the purchasing of energy and the electric fund basically has two line items, one is referred to as the FMPA all-requirements line,

that number stays around say 60 million bucks and then we also have a piece of St Lucie, so we spec that those two numbers added together and so now this project, probably in the next couple years, that you will see a third line in our budget that will be ARP Phase III Solar. So those would be our three sources of wholesale energy that will go into our mix. We certainly recommend keeping an eye on solar in the future, but at this stage, because of the price and because it is important to get some green in your portfolio, we certainly recommend that you approve the resolution. **Commissioner Connell** asked if there is any upfront money to enter into this agreement. **CM Minner** replied, no, it will function just like our power bill, the FMPA folks will bill us on a monthly basis probably starting, like 18 months out, before we see something like this or probably even more.

Susan Schuman, with Florida Municipal Power Agency, stated they expect these projects to be online at the end of 2025; 2025 to 2026, is when there are several different facilities coming online in that range, so there will be no cost until the energy actually starts flowing. You would just pay per megawatt hour for the energy as it flows. There is no upfront cost.

CM Minner explained that when Finance gets the bill from FMPA we get a bill that has our costs for St. Lucie, and sometimes that is a credit, and then we get our cost for the ARP, so when this starts flowing there will be a third line for the Solar III project. With that, Commissioner Berry, you asked the locations of the facilities. **Ms. Schuman** stated they are in North Central Florida and pointing to a map explained the new facilities and those existing facilities. **Mayor Burry** said he is happy to see us diversifying our portfolio a little bit with this and thinks we learned a lot during last year's gas problem. To him, this is a good move and down the road he thinks nuclear, is also a place we should be looking to bank some bucks.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Berry	Yes
Commissioner Connell	Yes
Commissioner Reisman	Yes
Mayor Burry	Yes

Five yeas, no nays, the Commission adopted the resolution.

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

A. None

8. CITY ATTORNEY ITEMS:

CA Watson asked the Commission if they would like him to hang around until after their closed meeting. The commission thanked him for his offer, but did not think it was necessary.

9. CITY MANAGER ITEMS:

CM Minner stated as to legislative matters, like he said at the last meeting, he thinks in all his years this

has probably been the most he has paid attention to the state legislature and the fact that he got with 3 of you, did not get to all 5, but you probably received a goofy text from me. By the time he found out, actually Ryan Matthews, the consultant that we hired to lobby for us on the bills, had actually asked him to come to Tallahassee this evening to testify before, he believes it was the Commerce Committee on House Bill 1331 that got pulled from the agenda at the last second. The important statement in my conversation with Ryan was the feeling of HB 1331 in the house being defeated or not even making it to a house vote, is it appears to be moving in that direction and the companion bill, SB 1380, actually with help from our Senator Baxley, has not even made it to the floor yet for committee reports so that is good news. Mr. Matthews feels that this would probably not be passed this session, there are still a couple weeks left to go but he would definitely take it from Defcon one to maybe Defcon two or maybe even three. We are not out of the woods, but it is certainly looking better. The advice is going to be though, that this issue of the investor-owned utilities dipping into municipal electric utilities is not going to go away so this summer it will be very important for us to spend time with Representative Truenow, Representative Yarkosky and getting with Senator Baxley to remind them of the biggest, he thinks the biggest faux pas, that is being made is that state representatives on both sides, not just the house, but it is the unfamiliarity of state legislatures and investor-owned utilities for that matter who are just unfamiliar with the success of municipal electric utilities and the knowledge and expertise we have. Given examples right here, you just passed a resolution to buy solar energy and I think it was one of the things we saw in extreme when we had the litigation with People's TECO gas. It is just incredible how the municipal utilities do not get credit for how savvy we are in business and how good we are at keeping our prices down and our process of controlling things locally. If you have Duke, recently you would have seen a notice from them advising that your bill is going to go up April 1 and FPL is going to go up April 1. Next meeting or next month Jim Williams and myself will be giving you a presentation on the status of the power cost adjustment for us and I think we are probably going to have a choice if we stay where we are, we can collect quicker and drop more and stay there, or we can take an integrated approach and kind of step down a reduction. We will talk more about those in specifics because we really want one more month of data to come in. All in all, HB 1331 and SB 1380 look like they will hopefully not pass this session. Also, I would like to report that HB 1171 officially will not be moving forward in this session. Those were the two biggest pieces. There were a couple other bills in there too that had reference to solid waste that look like they would not be moving forward either.

10. ROLL CALL:

Commissioner Pederson had nothing.

Commissioner Berry had no further comment.

Commissioner Connell had nothing.

Commissioner Reisman asked if at the next meeting we could get an update on where we are with the fluoride and the commissary kitchen. He also wanted to bring up the parking downtown; some believe we have a shortage, but he believes we have ample parking. He did want to bring up illegal parking. He is downtown once or twice a day and you have people parking the wrong way, not in parking spots, two-way streets and you have people parking on both sides where you can hardly get down there. He would like to have a discussion on that about maybe starting with warnings, enforcing legal parking and then go from there. **CM Minner** replied to a fluoride update this evening, that is about 50 percent design complete. Staff had originally anticipated getting you the 75 percent design complete discussion in May where we would have some costs and be able then to kind of start do you want to bid or not bid this project. As we discussed when you authorized the 80 grand expenditure for Dewberry to start the design, and we have Dewberry pretty busy with the CUP application on the water treatment facility expansion,

this project and then all their other work too, so they are a tick behind. Look for us to bring you a full report in June on where we are with the design, what we found, what we are looking for, and hopefully then we will have at least a better engineer estimate on our cost. Then you guys provide staff with go finish up of the design, start bidding it out, or not do it based on further research. He will work further on the commissary kitchen. On the parking issue I think the parking issue, it is obviously a delicate one where when we enforce parking we get complaints from business owners and residents a like that we are being too restrictive and that there is nowhere to park. When we do not enforce parking, we get the opposite comments. A great example is the picture Commissioner Reisman provided him of the parking on Third Street on the west side of the road, that is definitely a troublesome spot and those were actually three parking spots as you know from the updates, we are putting in the blinking red lights versus the stop lights for traffic calming. Those were three spots that would have probably come out if we just went to a four-way stop sign because they block a lane and do not give proper sight lines. We kept them there because if we take them out we get the complaints so it is a difficult topic. He thinks this probably something the Commission should discuss at budget time on how you want to address where we can expand parking. Flat out, he does not think you want to go parking garage; we have got one of those and it is empty 90 percent of the time. It is utilized all the time during Bikefest, so we do have a tricky issue.

Parking is never one that we solve, it is always the one that gets pushed down, and in all honesty without upsetting the apple cart, I do not think that you have a parking problem, I think we have a perceived parking problem. Any place he has gone outside of Leesburg like Tavares, Mt Dora, Eustis, Seattle, Washington D.C., Miami or Orlando, he always has to park and walk and in those metropolitan areas, he walks a lot longer than when he parks here on Meadow to go up to Hags, Brick and Barrel, or wherever.

With the Commission being new, you guys have to let staff know where you want to go and if we go the enforcement route. That will have two repercussions; one because of where we are right now, which we will talk about more in detail at budget time, is that we are losing police officers because of salary issues and recruitment issues. We lose more police officers because of the circumstances on the job these days and because of the pay. The big one that we are losing to right now is OPD, the Orlando Police Department, and if you follow the collective bargaining agreements just back in January or so, OPD significantly increased their pay. We are even seeing some of our middle seniority folks go to OPD. He believes the PD's number is down to probably around 65 right now, not counting, he thinks, we have one or two on some work comp issues, so that was another reason for creating the civilian positions is to use those for parking enforcement. He knows this was a parking enforcement question, so it becomes problematic because it is a catch-22 for this body in that if you enforce it you get complaints and if you do not enforce it you get complaints. Then, if you do enforce it, you have the added level of staff restraints that we have in the PD right now. He thinks those are good budget questions to talk about and that we really need to get some consideration, so as we move DST monies around, we have priorities on where you want us to go. He does owe an update on the commissary kitchen.

Mayor Burry stated he and the city manager are going to be meeting with the county again with two commissioners trying to get things flowing a little better between us and will bring what information comes from that at our next meeting.

11. SUSPEND REGULAR MEETING

The regular commission meeting was suspended at 6:35 p.m.

12. OPEN the CLOSED ATTORNEY-CLIENT SESSION

The Closed Attorney session was opened at 6:41 p.m.

13. EXIT all BUT THE FOLLOWING INDIVIDUALS:

A. Jimmy Burry - Allyson Berry - Jay Connell - Mike Pederson - Alan Reisman - Mark Brionez - Stephanie Brionez - John Metcalf - Al Minner - Court Reporter

14. END CLOSED SESSION and REOPEN COMMISSION MEETING

The closed session ended and the Commission meeting reconvened at 7:20 p.m.

15. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

Commissioner Reisman made a motion to adjourn the meeting and Commissioner Pederson seconded the motion. The meeting adjourned at 7:20 p.m.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: April 24, 2023

From: Aaliyah Davis, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Task Order with Dewberry Engineers, Inc. for an odor control evaluation for the Turnpike Wastewater Treatment Plant (WWTP); and providing an effective date.

Staff Recommendation:

Staff recommends execution of a Task Order with Dewberry Engineers, Inc. for the Turnpike Wastewater Treatment Plant Odor Control Evaluation in the amount of \$139,500.00.

Analysis:

The purpose of this project is for Dewberry Engineers, Inc. to provide an odor control evaluation to determine options for odor control for the Turnpike WWTP to replace the temporary installed system, as agreed with The Villages to address odors experienced at the facility. At the completion of Phase I upgrade for the Turnpike WWTP, new systems were installed for treatment of wastewater that are now in need of further troubleshooting that was not included in the design contract. Dewberry Engineers, Inc. will provide this work with the City of Leesburg and supplier of the new systems to work as prescribed within the design of Phase I. Dewberry Engineers, Inc. will design plant influent pipe modifications to properly obtain influent flow readings and sampling for the South Sumter Utility Commission (SSUC) influent pipe/line that was not included within the Phase I upgrade.

Procurement Analysis:

On June 13, 2022, pursuant to Resolution 11,093, the City Commission approved execution of a Professional Services Agreement on a Continuing Basis with Dewberry Engineers, Inc. This Task Order is being made under the terms and conditions of that continuing agreement.

Options:

1. Approve Resolution authorizing execution of a Task Order under the Continuing Professional Services Contract with Dewberry Engineers, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Account No. 044-4099-535-3130

Project No.	440006
WF No.	WF1395953
Requisition	55386
Budget	\$32,800,285
Available	\$30,623,249

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH DEWBERRY ENGINEERS, INC. FOR AN ODOR
CONTROL EVALUATION FOR THE TURNPIKE WASTEWATER
TREATMENT PLANT (WWTP); AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with DEWBERRY ENGINEERS, INC., whose address is 202 Lake Miriam Drive, Suite E1, Lakeland, Florida 33813, for TURNPIKE WASTEWATER TREATMENT FACILITY (WWTF) ODORCONTROL, OPERATIONAL ASSISTANCE, AND INFLUENT PIPELINE MODIFICATIONS.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of April 2023.

Mayor

ATTEST:

City Clerk

**TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 24th day of April in the year 2023, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”, or “SPONSOR”, or “OWNER”), and **DEWBERRY ENGINEERS, INC.** whose address is 202 Lake Miriam Drive, Suite E1, Lakeland, Florida 33813 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on June 13, 2022, pursuant to resolution 11093 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for providing professional design services for the below referenced Project.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals.**

The above recitals are true and correct and are incorporated herein.

2. **Scope of Services.**

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL’s proposal included as EXHIBIT ‘A’ for the project generally described as:

**Project:
TURNPIKE WASTEWATER TREATMENT FACILITY (WWTF)
ODOR CONTROL, OPERATIONAL ASSISTANCE,
AND INFLUENT PIPELINE MODIFICATIONS**

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$139,500.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

DEWBERRY ENGINEERS, INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

EXHIBIT A
CITY OF LEESBURG, FLORIDA
DEWBERRY ENGINEERS INC.
TURNPIKE WASTEWATER TREATMENT FACILITY (WWTF)
ODOR CONTROL, OPERATIONAL ASSISTANCE, AND INFLUENT PIPELINE
MODIFICATIONS

A. PHASE 1000 – Odor Control Evaluation

Task 1001 – Odor Control Evaluation

The CITY requested the CONSULTANT perform an odor control evaluation to determine potential options for odor control due to the potential future developments that could be constructed adjacent to the Turnpike WWTF. For the purpose of this evaluation, the primary source of on-site odor is anticipated to be the headworks facility¹, and on-site air release valves (ARVs) on the influent force mains, although other areas will be considered including the digesters and Sequence Batch Reactors.

Plant Process Investigation

The CONSULTANT will investigate the primary odor producing processes that have the potential to generate odors. It is anticipated the Headworks Facility is the primary odor producing process, however multiple plant processes shall be monitored as part of the evaluation. Average and peak hydrogen sulfide (H₂S) concentrations will be recorded with a continuous (H₂S) monitor. In addition, the CONSULTANT will prepare a sampling plan for approval by the CITY and Villages. This will likely include liquid phase grab samples for parameters such as dissolved/total sulfides, dissolved oxygen, pH, temperature, and ORP. Sulfur speciation sampling will also be recommended to analyze for reduced sulfur compounds such as mercaptans. It is assumed that the approved sampling plan will be executed by the CONSULTANT². For the purposes of testing it's assumed that CONSULTANT will utilize existing sampling data provided by the CITY and Villages, an Odalog or other monitoring/testing equipment to monitor for hydrogen sulfide (H₂S), which is the primary source of odor at headworks facilities. The proposed odor control technologies evaluated shall treat point sources of H₂S, mercaptans and other primary odor producing compounds within the wastewater treatment plant to levels below agreed upon odor thresholds at a distance of 150 feet from each source or the future property boundary of the wastewater treatment plant, whichever is greater³.

The CONSULTANT will evaluate odor control technologies for vapor phase including but not limited to the following for anticipated process or point source:

Odor Control Technologies to be evaluated:

- Dry Media Absorption System
- Wet Chemical Air Scrubbing
- Biofilter

Force Main: Air Release Valve (ARV) Investigation

The CONULTANT will investigate the primary odor producing point sources that have the potential to generate odors. This investigation will focus on the on-site ARVs located along the plant influent force mains⁴.

The CONSULTANT will evaluate odor control technologies for vapor phase processes including, but not limited, to the following for the anticipated point source:

Force Main Air Release Valves:

- Odor Control Valves with Adsorption Media

Odor Control Technical Memorandum

The complete odor evaluation will identify all sources at the headworks and ARVs within the plant site that generate detectable odors and the technologies best suited to treat respective process odors of each source, proposed removal efficiencies. Upon a review from the City and Villages, the Consultant will provide summary of sampling plan testing, preliminary level sizing, design layout, and cost estimate for the selected solutions. For budget purposes it is assumed that only odors from the headworks and ARVs will need to be addressed. The evaluation will also discuss the technologies efficiency at removing varying types of odors i.e. hydrogen sulfide and reduced sulfur compounds such as mercaptans. The evaluation will be summarized in a brief technical memorandum. Following submission of the technical memorandum a joint meeting with the City and the Villages will be held to discuss results and discuss next steps. The design and construction services for any resulting planned improvements will be incorporated to this scope via amendment or performed under a separate scope.

Assumptions:

1. It is assumed that the SBR and digester basins do not operate under anaerobic conditions as part of the normal operations of the facility. As part of monitoring and testing period the City can choose to monitor the basins for odor to confirm no substantial odors are produced at from the SBR or digester basins.
2. It is anticipated the CONSULTANT will perform monitoring and sampling. Odor monitoring equipment and rentals, sampling and laboratory costs shall be at the City expense. Assumed 1 month of sampling.
3. Odor dispersion modeling is not included in this scope of work.
4. It is understood the Villages is currently investigating liquid phase treatment options such as chemical injection into Villages force mains discharging at Leesburg Turnpike WWTF

PHASE 1100 – Operational Assistance

Task 1101 – Operational Assistance

Following discussions with the CITY and EVOQUA, the implementation of the upgrades require some additional troubleshooting. The CONSULTANT will provide operational assistance for 4 months. In addition to assisting with coordination with EVOQUA, the CONSULTANT will assist the City with troubleshooting one of the SBRs in S&D mode. The CONSULTANT plans to perform the following tasks, as needed and up to the estimated compensation amount as estimated in the following Table.

Weeks 1	Onsite EVOQUA Coordination for 1 full week
Weeks 5-12	3 days a week sampling and calls
Weeks 13-16	Weekly Calls

For the purposes of this scope, it was assumed that the CONSULTANT will purchase the testing reagents, perform the sampling, and run the analysis for many of the parameter. The following sampling plan was developed to assist consultant with evaluating the performance of the SBR.

Parameter	Headworks	SN & D Air 1	SN&D Air 2	SN&D Air 3	Decant from SN&D	Decant from SBR in Timer
TKN	field - daily 1st week, 3 times per week					2 times weekly
soluble TKN	field - 3 times per week	field - 3 times per week	field - 3 times per week	field - 3 times per week		2 times weekly
NH3-N	field - daily 1st week, 3 times per week	field - daily	field - daily	field - daily		2 times weekly
NO3-N	field - 2 times per week - then reduce	field - daily	field - daily	field - daily		2 times weekly
NO2-N	field - 2 times per week - then reduce	field - daily	field - daily	field - daily		2 times weekly
Total Nitrogen	2 times per week to lab					2 times weekly
Soluble Total N		2 times per week to lab	2 times per week to lab	2 times per week to lab		
pH	field - daily	field - daily	field - daily	field - daily		2 times weekly
ORP (and check with installed probes)	field - daily	field - daily	field - daily	field - daily		2 times weekly
BOD	weekly plant staff				weekly Dewberry send to lab	2 times weekly
soluble BOD	weekly plant staff				weekly Dewberry send to lab	2 times weekly
COD	1 w/ plant staff and 2 more				1 w/ plant staff and 2 more	2 times weekly
soluble COD	1 w/ plant staff and 2 more	field - 3 times per week			1 w/ plant staff and 2 more	2 times weekly

Alkalinity					weekly Dewberry send to lab	weekly Dewberry send to lab
TP					3 times per week	
Soluble TP					3 times per week	

PHASE 1200 – Influent Pipeline Modifications

It was determined that the CITY would prefer to have better estimates of the incoming flow from SSUC and improved sampling locations. Two options will be preliminarily evaluated and the selected alternative will be included in the Phase 2 design and construction documents.

B. DELIVERABLES

The CONSULTANT shall prepare and submit to the CITY, including electronic format when applicable, the following deliverables:

A brief technical memorandum and include preliminary design layout of effluent transfer pump station, and preliminary reuse main route. Following submission of the technical memorandum a joint meeting with the City and the Villages will be held to discuss results and discuss next steps. The design and construction services for any resulting planned improvements will be incorporated to this scope via amendment or performed under a separate scope.

TASK	ACTIVITY	DELIVERABLE
1000	Odor Control Evaluation	Technical Memorandum in electronic format (PDF)
1100	Operational Assistance	Documentation of field results and operational adjustments
1200	Influent Pipeline Modifications	Preliminary Design, Final Design Documents and Construction Services

D. SCHEDULE

CONSULTANT will proceed with the services identified in this Agreement immediately upon receipt of an executed copy of this Agreement and a formal Notice-to-Proceed from the CITY. The overall project schedule is for approximately four (4) months and shall run concurrent to the Phase 2 Upgrades Design Phase under separate contract, contingent on the CITY providing all necessary documentation within one (1) week of the Notice-to-Proceed, and CONSULTANT shall prepare and submit Agreement deliverables in accordance with mutually agreed deadlines and schedules.

E. COMPENSATION

Compensation for the services performed under this Agreement shall be \$139,500 on a lump sum basis. Reimbursable expenses incurred in connection with this Agreement will be itemized and included in monthly invoices and are included in the not-to-exceed cost. This may include, but is not necessarily limited to, such items as reproduction, travel, communication expenses, and postage and shipping. Optional Services will be performed on an as needed basis and following CITY written approval.

Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction. In addition, all invoices shall be submitted with the Agreement number, purchase order (PO) number and the CITY Project Identification on the invoice.

Phase	Dewberry	Testing	Totals
Phase 1000 Odor Control Evaluation	\$33,000		
Phase 1100 Operational Assistance	\$50,000	\$40,500	
Phase 1200 Additional Plant Component Upgrades	\$16,000		
			\$139,500

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: April 24, 2023

From: Aaliyah Davis, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Bulldog Sitework, LLC. for the installation of a water main known as Treadway School Loop Water Main Installation; and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 230101 to Bulldog Sitework, LLC. and approval of the Resolution authorizing of the Construction Services Agreement for an amount of \$892,845.24.

Analysis:

The project is necessary to connect two 8" dead end water mains from the corner of Treadway School Road & Secret Hill Drive down to the corner of Westmont Road and CR 473. The project calls for the installation of approximately 3100+ LF of new 8" pipe and 8 Fire Hydrants. Once complete, the project will ensure that the neighborhoods along Radio Road, Treadway School Road, CR 473, and Liberty Preserve will have continued service in the event of a water main break, while enhancing water quality. Furthermore, this project will facilitate water distribution to the upcoming Lake County Fire Station along CR 473.

Procurement Analysis:

On October 25, 2022, the Procurement Division published Solicitation 230101 for Treadway School Road Loop Water Main Construction. On December 15, 2022, two (2) bid responses were received. Responses were reviewed and staff deemed Bulldog Sitework, LLC. as the Supplier submitting the lowest responsive bid. Summary of Bids is provided:

SUMMARY OF BIDS

Contractor	Bid Amount
Bulldog Sitework, LLC.	\$892,845.24
Cathcart Construction Company, LLC.	\$913,954.95

Options:

1. Approve award of IFB 230101 and approval of the resolution authorizing execution of the agreement with Bulldog Sitework, LLC.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the current Water Capital Projects budget.

Account No. 043-3099-533-6310

Project No. 430002

WF No. WF1305723

Requisition 54783

Budget \$994,289.00

Available \$994,060.16

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH BULLDOG SITEWORK,
LLC. FOR THE INSTALLATION OF A WATER MAIN KNOWN AS
TREADWAY SCHOOL LOOP WATER MAIN INSTALLATION; AND
PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with BULLDOG SITEWORK, LLC. whose address is 609 Highway 466, Lady Lake, Florida 32159 for TREADWAY SCHOOL LOOP WATERMAIN CONSTRUCTION (IFB 230101)

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of April 2023.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 24th day of April in the year 2023, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **BULLDOG SITEWORK, LLC** whose address is 609 Highway 466, Lady Lake, Florida 32159 (hereinafter referred to as the “CONTRACTOR”).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 230101 – Treadway School Loop Water Main Technical Specifications; and
- c. The Professional Drawings titled City of Leesburg Treadway Water Main prepared by Jones Edmunds dated September 2022; and
- d. Schedule of Contract Items included as Attachment ‘A’; and
- e. Supplemental Conditions – Construction as Attachment ‘B’; and

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**TREADWAY SCHOOL LOOP WATER MAIN**” to the CITY as listed in Invitation for Bid 230101. Nothing herein shall limit the CITY’s right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$892,845.24**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY’s representative.

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY’s authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement

Documents. To that end, the CONTRACTOR will commence work not later than **TWENTY ONE (21)** continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **ONE HUNDRED TWENTY (120)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. **Liquidated Damages.** The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of ONE-HUNDRED TWENTY FIVE DOLLARS (\$125.00) per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

9. **Guaranty of Faithful Performance and Payment.** Performance and Payment Bonds (Separate bonds), written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that CONTRACTOR will deliver a complete project under this Contract in strict accordance with the Contract Documents and will, after receiving payment from the CITY, pay promptly all persons supplying him with labor or materials for work.

The Performance and Payment Bonds will be equal to 100% of the Agreement amount for services. The cost of the bonds shall be borne by the CONTRACTOR. The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

- a. Rating: The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.
- b. Bonding Limit: Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds will be executed in four (4) counterparts and delivered to the City of Leesburg Procurement Division with the required Power-of-Attorney. The City must receive the Bonds before a Notice to Proceed will be issued.

10. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

11. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such Show Cause Notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY

reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

12. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

13. **Insurance Requirements.**

- a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

- iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
 - i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.
 - ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
 - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).
- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property

damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

14. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

15. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a “construction contract” as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney’s fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

17. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

18. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

19. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

20. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the

records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

21. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

22. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

23. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the

CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

24. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

25. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

26. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

27. No Third-Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

28. Notices. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or

when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Bulldog Sitework, LLC
 Shane Sizemore
 609 Highway 466
 Lady Lake, Florida 32159
 407-908-3185
 shane@bulldogsitework.com

If to City of Leesburg: Aaliyah Davis, MBA, FCCM, NIGP-CPP
 Purchasing Manager
 501 West Meadow Street
 Leesburg, Florida 34748
 352-728-9880
 Aaliyah.Davis@leesburgflorida.gov

29. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

30. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

31. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

32. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

33. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR

gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

34. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

35. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

36. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

37. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

38. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

BULLDOG SITEWORK, LLC

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Attachment 'A'
SCHEDULE OF CONTRACT ITEMS

DESCRIPTION	QTY	UNIT	UNIT PRICE BID	EXTENDED PRICE
Mobilization, Demobilization & General Conditions	1	LS	\$83,753.80	\$83,753.80
Maintenance of Traffic	1	LS	\$22,501.76	\$22,501.76
Health and Safety Requirements	1	LS	\$3,776.00	\$3,776.00
Environmental Protection	1	LS	\$27,066.44	\$27,066.44
Construction Survey, Layout and As-Builts	1	LS	\$17,262.08	\$17,262.08
Furnish and Install 8" DR-18 PVC Watermain	3144	LF	\$89.39	\$281,042.16
Furnish and Install 1" Water Service Transfer Connections short side	2	EA	\$2,928.84	\$5,857.68
Furnish and Install 1" Water Service Transfer Connections long side	2	EA	\$3,129.80	\$6,259.60
Furnish and Install 8" Gate Valve and Valve Box	6	EA	\$3,489.58	\$20,937.48
Furnish and Install 8" 11.25 Ductile Iron Pipe Bends for Water Main	22	EA	\$321.20	\$7,066.40
Furnish and Install 8" 45 Ductile Iron Pipe Bends for Water Main	14	EA	\$322.56	\$4,515.84
Furnish and Install 8" 90 Ductile Iron Pipe Bends for Water Main	11	EA	\$365.51	\$4,020.61
Furnish and Install 8"x8"x8" Ductile Iron Pipe Tees for Water Main	1	EA	\$502.93	\$502.93
Furnish and Install 8"x6"x8" Ductile Iron Pipe Tees for Water Main	2	EA	\$442.67	\$885.34
Furnish and Install Fire Hydrant Assembly	8	EA	\$7,322.72	\$58,581.76
Furnish and Install Conflict Crossing	4	EA	\$4,896.84	\$19,587.36
Furnish and Install Horizontal Directional Drill, 8" HDPE DR-11	1733	LF	\$148.56	\$257,454.48
Furnish and Install Welded 8" HDPE DR11 Pipe to MJ Adapter	22	EA	\$1,057.80	\$23,271.60
Connect to Existing Water Mains	1	LS	\$13,939.31	\$13,939.31
Furnish and Install Blowoff Per Detail	2	EA	\$4,584.96	\$9,169.92
Furnish and Install Pavement Detail	56	SY	\$104.99	\$5,879.44
Remove and Replace Asphalt Concrete Driveway	0	SY	\$0.00	\$0.00
Remove and Replace Concrete Driveway 6" thick	0	SY	\$0.00	\$0.00
Remove and Replace Concrete sidewalk 4" thick	95	SY	\$168.35	\$15,993.25
Remove and Replace Fence	50	LF	\$70.40	\$3,520.00
Total				\$892.845.24

Attachment 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation,

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONTRACTOR and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONTRACTOR shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONTRACTOR shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. TEMPORARY TRAFFIC CONTROL (TTC)

Where construction is located in public right of ways, traveled streets and roads, the CONTRACTOR shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONTRACTOR shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved TTC training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONTRACTOR shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONTRACTOR shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONTRACTOR and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any

other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. PROJECT COORDINATION

The CONTRACTOR shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONTRACTOR shall make adequate provisions to accommodate items scheduled for later installation.

The CONTRACTOR shall inspect both the substrate and conditions under which the work is to be performed. The CONTRACTOR shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONTRACTOR shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONTRACTOR shall reject damaged and defective items.

The CONTRACTOR shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONTRACTOR shall coordinate the installation of “sleeves” for the utility companies as may be required.

CONTRACTOR shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

15. CONSTRUCTION SUPERINTENDENT

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

17. SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONTRACTOR.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.
- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, Engineer and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts. The CITY retains the right to dictate to the CONTRACTOR the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - ii. Each RFI shall be given a discrete, consecutive number.

- iii. Each page of the RFI and each attachments to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
 - iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
 - i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
 - iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
 - ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.
- d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications

- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONTRACTOR shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item

as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price 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 Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price 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, or ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONTRACTOR's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONTRACTOR to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONTRACTOR.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONTRACTOR shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such

laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONTRACTOR employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

32. THE CITY'S RIGHT TO DO WORK

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONTRACTOR shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 10% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONTRACTOR, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONTRACTOR.

- f. Failure to maintain adequate progress. vii. Damage to the building resulting from the negligence of the CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for

refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, 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 CONTRACTOR to Engineer with the Application for 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.

40. CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONTRACTOR shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONTRACTOR.

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, its Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONTRACTOR shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

The CONTRACTOR shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONTRACTOR shall remove temporary protection and facilities installed for protection of the work during construction.

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal Of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

48. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, 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 this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONTRACTORs, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To insure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONTRACTOR shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONTRACTOR that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by

reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

55. CONTRACTOR'S UNDERSTANDING

CONTRACTOR has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

57. SALES TAX

The CONTRACTOR is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from Engineer or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled

"Utilities" refers to the entity having legal ownership of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

63. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONTRACTOR shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONTRACTOR. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONTRACTOR.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's 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 whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

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

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer 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, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions.]

**CITY OF LEESBURG
TREADWAY SCHOOL ROAD TO COUNTY ROAD 473
WATER MAIN DESIGN**

**BIDDING AND CONSTRUCTION
CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS**

Project No. 07810-102-01

Owner:

CITY OF LEESBURG
501 West Meadow Street
Leesburg, Florida 34748

Engineer:

JONES EDMUNDS & ASSOCIATES, INC.
8657 Baypine Road, Suite 300
Jacksonville, Florida 32256

March 2022

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DIVISION 1

GENERAL REQUIREMENTS

SECTION 01200
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section covers methods of measurement and payment for items of work under this Contract.
- B. The total Contract Price shall cover all work required by the Contract Documents. All cost in connection with the proper and successful completion of the work including furnishing all materials, equipment, and tools and performing all necessary labor and supervision to fully complete the work, shall be included in the unit price and lump-sum Bid prices. All work not specifically set forth as a pay item in the Bid Form or Bid Schedule shall be considered a subsidiary/ancillary obligation of the Contractor and all costs in connection with these subsidiary/ancillary obligations shall be included in the Bid(s) to provide a complete and functional Project.

1.02 EXCAVATION, TRENCHING, AND CLEARING

- A. Except where otherwise specified, the unit price or lump-sum price bid for each item of work which involves excavation, trenching, clearing, grubbing, or disposal of cleared and grubbed materials shall include all costs for such work. No direct payment shall be made for clearing, grubbing, disposal of cleared or grubbed materials, excavation, trenching, disposal of surplus excavated material, handling water (and groundwater), and purchasing and hauling of required fill material. All excavation and trenching shall be unclassified as to materials which may be encountered; in addition, trenches shall be unclassified as to depth, unless otherwise stated.

1.03 LUMP SUM

- A. For lump-sum items, payments shall be made to the Contractor in accordance with an accepted Progress Schedule of Values on the basis of actual work completed and accepted by the Owner at the final completion of the Project.

1.04 UNIT PRICE

- A. For unit price items, payment shall be made based on the actual amount of work accepted by the Owner and for the actual amount of materials in place at the final completion of the Project, as confirmed by the final measurements.

- B. After the work is completed and before final payment is made, the Engineer/Owner will make final measurements, with all required assistance from the Contractor, to determine the quantities of various items of work accepted as the basis for the final unit price payment.

1.05 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

- A. When alterations in the quantities of unit price work not requiring a Change Order(s), as herein provided for, are ordered and performed, the Contractor shall accept payment in full at the Contract unit price multiplied by the actual quantities of work constructed and accepted by the Owner at the completion of the project.
- B. The actual percentage of each lump-sum bid item completed by the Contractor and accepted by the Owner at the final completion of the Project will be paid to the Contractor.

1.06 DELETED ITEMS

- A. Should any items contained in the Bid Schedule(s) be found unnecessary for the proper completion of the work contracted, the Engineer/Owner may eliminate such items from the Contract. This action shall in no way invalidate the Contract and no financial allowance or compensating payment for anticipated profit, overhead, etc., will be made for items so eliminated in making final payment to the Contractor.

1.07 PARTIAL PAYMENTS

- A. Partial payments shall be made monthly as the work progresses. Partial payment shall be made subject to the provisions of these Contract Documents.

1.08 PAYMENT FOR STORED MATERIAL DELIVERED TO THE PROJECT

- A. When requested by the Contractor and at the discretion of the Owner, payment may be made for all or part of the value of acceptable materials and equipment to be incorporated into bid items, which have not been used, and which have been delivered to the construction site or placed in storage places acceptable to the Owner. The Contractor shall provide receipts for all stored material items requested for reimbursement which clearly identify the stored material item, where it is to be constructed, the unit cost of the item, as well as the total cost of the delivered item(s), the quantity of the item, the brand name of the item, and the supplier. Note that there are additional documentation requirements and storage

requirements within the Contract Documents that must also be met before the Contractor can be reimbursed for these stored materials.

- B. No payment shall be made for fuels, supplies, installation or connection hardware, lumber, false work, or other similar materials or on temporary structures or other work (items) of any kind which are not a permanent part of the Contract. Items having a value of less than \$2,500 shall not be compensated for as a stored material item.

1.09 FINAL PAYMENT

- A. If requested by the Engineer/Owner, the Contractor shall field verify all quantities in dispute by using visual observation, taped measurements, or other methods designated by the Engineer/Owner. The field verification shall be made in the presence of the Engineer/Owner and agreed to by both the Engineer/Owner and the Contractor. The Engineer/Owner will prepare a final adjusting Change Order that will adjust the final quantities of the project Bid Schedule to reflect the actual work accepted by the Owner and for which the Contractor will be compensated.

1.10 SCHEDULE OF VALUES

- A. A schedule of values for the lump-sum bid items and some of the unit-price bid items as required by the Engineer/Owner shall be submitted and accepted before the first pay request is approved by the Engineer/Owner. The schedule of values shall be based on the prices bid in the Bid Schedule(s). Prices bid in the Bid Schedule(s) cannot be changed in the schedule of values; they can only be broken down into more detail so that the Engineer/Owner can more accurately review and approve the Contractor's pay application for the completed work.

1.11 MISCELLANEOUS CONSTRUCTION ITEMS

- A. When service lines are constructed across a road, the road shall not be cut to perform this construction unless authorized in writing by the Engineer/Owner. Service lines are to be bored, jack and bored, or horizontally directionally drilled (HDD) under the road. Jetting of water lines or water service lines will not be allowed.
- B. The Contractor shall take all precautions necessary to protect existing utilities, roads, and miscellaneous items from damage during construction.
- C. The Contractor shall repair, relocate, or replace existing utilities, roadways, and miscellaneous items to pre-construction conditions.

- D. All repairs, relocations, and replacements necessary are considered incidental to the work and will be at the Contractor's cost, with no cost to the Owner.
- E. The unit-price bid items and lump-sum bid items for all pipe items shall constitute full compensation for furnishing, laying, jointing, and testing of pipe; dewatering; excavation and backfill; and cleanup. All pipe lines, which are to be paid for per linear foot in the Bid Schedule, will be measured for payment only on a horizontal plane after installation, unless otherwise noted.
- F. The Contractor shall have the Owner observe and document the installation of each underground fitting on the project. If the installation of any fitting is not confirmed and documented by the Owner, it shall not be paid for by the Owner.

PART 2 PAY ITEM DESCRIPTIONS

2.01 BID

The descriptions provided in the following Paragraphs are to be used by the Bidder in preparing the Bid Schedule(s). They generally indicate how the major workscope items and their respective costs are to be separated into the line items listed in the Bid Schedule(s). These descriptions are not fully representative nor all-inclusive of the work required to complete the project in accordance with the Contract Documents. It is the Bidder's responsibility to include all required costs within the most appropriate line item(s).

Item 1. Mobilization, Demobilization, and General Conditions (not to exceed 10% of the Base Bid): This item shall include and cover the costs for performing construction, preparatory, and overhead operations, including but not limited to movement of personnel and equipment to and from the site, sanitary facilities, project administration and management, insurance, bonds, Owner and Engineer indemnification, temporary utilities, non-Florida Department of Transportation (FDOT) permits related to construction, and all other similar activities and facilities necessary for executing this project. This item shall not exceed 10% of the Base Bid amount. The Contractor will be paid a lump sum for this item in accordance with the following: 20% of this item upon completion of mobilization, 10% upon demobilization, and the remainder will be prorated equally over the construction period.

Item 2. Maintenance of Traffic: The Contractor shall furnish all labor, signage, barricades, and other equipment necessary to provide traffic control in accordance with FDOT Standard Specifications for all phases of work and implementation of other maintenance-of-traffic (MOT) plans as may be required by local, county, or state agencies. The Contractor will be paid a lump sum for this item in accordance to the following: 40% upon delivery and set up of the materials, and the remainder will be prorated equally over the construction duration.

Item 3. Health and Safety Requirements: This item is to include but not be limited to all costs for establishing, maintaining, and monitoring a complete and comprehensive site health and safety program during the execution of the Construction Contract that complies with all local, state, and federal safety guidelines and laws. This activity is the sole responsibility of the Contractor. The Engineer/Owner will only be responsible for the safety of their personnel and facilities. The Contractor will be paid a lump sum for this item in accordance to the following: 40% upon delivery and set up of the materials, and the remainder will be prorated equally over the construction period.

Item 4. Environmental Protection: This item is to include but not be limited to all costs for providing a comprehensive environmental protection program for the project site and other areas as may be affected by the construction. This includes providing labor and materials necessary to prevent environmental damage to the ground, water, and air in conformance with all local, state, and federal laws. Examples include control of stormwater, erodible soils, noise, dust, pollutants, trash, waste, pumping discharge, and any other substance or activity that may adversely impact the environment. The Contractor will be paid a lump sum for this item in accordance to the following: 40% upon delivery and set up of the materials, and the remainder will be prorated equally over the construction period.

Item 5. Construction Survey, Layout, and As-Builts: The Contractor shall furnish all labor and other equipment necessary to provide construction survey, layout, and As-Builts. The Contractor will be paid a lump sum for this item in accordance to the following: 20% of this item upon completion of initial construction survey and layout, 30% upon Owner acceptance of As-Builts, and the remainder will be prorated equally over the construction period.

Item 6. Furnish and Install 8-inch Dimension Ratio (DR) 18 Polyvinyl Chloride (PVC) Pipe:

- Measurement of C-900 PVC water main shall be the horizontal distance in linear feet measured along the centerline of the pipe.
- Payment for C-900 PVC water main will be made at the Contract unit price per linear foot and will be full compensation for all clearing, grubbing, excavating, dewatering, sheeting, protecting and temporarily supporting all underground utilities and power/telephone poles, pipe bedding, backfilling and compacting, locating wire, bacteriological sample points, temporary jumper connections, joint restraints/hardware, testing, swabbing/pigging, disinfection, equipment, removing and replacing fencing, sprinkler systems, sodding, restoration, and other work necessary to complete the installation as specified. Any restoration outside the limits shown on the Drawings or specified elsewhere will be at the Contractor's expense.

Item 7. Furnish and Install 1-inch Water Service Transfer Connections Short Side:

- Measurement of service transfer connections of each of the types to be paid for shall be determined by the actual number of service transfers installed and accepted.
- Payment for new water main service transfer connections will be made at the Contract unit price, by size for each for the respective types, and will be full compensation for furnishing and installing the service saddle; connecting to the new water main; water service tubing; corporation stops; curb stops; connecting to the new water service meter; testing, disinfection, sodding, and restoration; and other incidentals necessary to complete this item. No open cutting of the asphalt roads will be allowed for installation of services.

Item 8. Furnish and Install 1-inch Water Service Transfer Connections Long Side:

- Measurement of service transfer connections of each of the types to be paid for shall be determined by the actual number of service transfers installed and accepted.
- Payment for new water main service transfer connections will be made at the Contract unit price, by size, for each for the respective types, and will be full compensation for boring the line under pavement as required; furnishing and installing service saddle; connecting to the new water main; 2-inch Schedule 40 PVC service casing; expandable foam seal for annular space between service casing and water service tubing; water service tubing; corporation stops; curb stops; connecting to the new water service meter; testing, disinfection, sodding, and restoration; and other incidentals necessary to complete this item. No open cutting of the asphalt roads will be allowed for installation of services.

Item 9. Furnish and Install 8-inch Gate Valve and Valve Box:

- Measurement for payment of gate valves shall be the number of each size constructed and accepted.
- Payment for gate valves shall be made at the Contract unit price for each gate valve, by size, constructed and will be full compensation for all clearing, grubbing, excavation, dewatering, sheeting, protecting and temporarily supporting all underground utilities and power/telephone poles, pipe bedding, backfill and compaction, locating wire, joint restraints/hardware, valve boxes, testing, and other work necessary to complete the installation as specified.

Item 10. Furnish and Install 8-inch 11.25^o Ductile Iron Pipe (DIP) Bends for Water Main:

- Measurement of DIP fittings for the water main shall be the number of each type and size of fitting constructed and accepted.

- Payment for DIP fittings for the water main will be made at the Contract unit price for each item satisfactorily installed and such payment will be full compensation for all excavation, backfill, compaction, joint restraints/hardware, locating wire, supports, joining, disinfection, testing, sodding, restoration, equipment, and other work necessary to complete the installation as specified.

Item 11. Furnish and Install 8-inch 45° DIP Bends for Water Main:

- Measurement of DIP fittings for the water main shall be the number of each type and size of fitting constructed and accepted.
- Payment for DIP fittings for the water main will be made at the Contract unit price for each item satisfactorily installed and will be full compensation for all excavation, backfill, compaction, joint restraints/hardware, locating wire, supports, joining, disinfection, testing, sodding, restoration, equipment, and other work necessary to complete the installation as specified.

Item 12. Furnish and Install 8-inch 90° DIP Bends for Water Main:

- Measurement of DIP fittings for the water main shall be the number of each type and size of fitting constructed and accepted.
- Payment for DIP fittings for the water main will be made at the Contract unit price for each item satisfactorily installed and will be full compensation for all excavation, backfill, compaction, joint restraints/hardware, locating wire, supports, joining, disinfection, testing, sodding, restoration, equipment, and other work necessary to complete the installation as specified.

Item 13. Furnish and Install 8-inch-x-8-inch-x-8-inch DIP Tee:

- Measurement of DIP fittings for the water main shall be the number of each type and size of fitting constructed and accepted.
- Payment for DIP fittings for water main will be made at the Contract unit price for each item satisfactorily installed and will be full compensation for all excavation, backfill, compaction, joint restraints/hardware, locating wire, supports, joining, disinfection, testing, sodding, restoration, equipment, and other work necessary to complete the installation as specified.

Item 14. Furnish and Install 8-inch-x-6-inch-x-8-inch DIP Tee:

- Measurement of DIP fittings for the water main shall be the number of each type and size of fitting constructed and accepted.

- Payment for DIP fittings for water main will be made at the Contract unit price for each item satisfactorily installed and will be full compensation for all excavation, backfill, compaction, joint restraints/hardware, locating wire, supports, joining, disinfection, testing, sodding, restoration, equipment, and other work necessary to complete the installation as specified.

Item 15. Furnish and Install Fire Hydrant Assembly:

- Measurement for payment for fire hydrants shall be determined by the number of units furnished, installed, and accepted.
- Payment for fire hydrants will be made at the Contract unit price for each item and will be full compensation for furnishing, installing, and testing the hydrant, complete with mainline tee/bend, the pipe stub from the water main to the hydrant, gate valve with valve box, hydrant, hydrant extension (if required), joint restraints/hardware, and all other incidentals and work necessary to complete this item as specified in accordance with the Contract Documents to make a complete and operational fire hydrant assembly.

Item 16. Furnish and Install Conflict Crossing:

- Measurement for payment for conflict crossing shall be determined by the number of units furnished, installed, and accepted.
- Payment for conflict crossings will be made at the Contract unit price for each item satisfactorily installed and will be full compensation for all excavation, backfill, compaction, fittings, joint restraints/hardware, locating wire, supports, joining, disinfection, testing, sodding, restoration, equipment, and other work necessary to complete the installation as specified.

Item 17. HDD 8-inch High-Density Polyethylene (HDPE) DR11 Pipe:

- Measurement for payment for HDD of 8-inch HDPE DR11 pipe shall be by the horizontal distance in linear feet measured along the centerline of the pipe complete and accepted.
- Payment for HDD of 8-inch HDPE DR11 pipe shall be made at the Contract unit price per linear foot. The price and payment shall be full compensation for project planning, submittal of boring layouts, shop drawings, HDD, laying and jointing/fusing pipe, locating wire, pressure and leakage testing, flushing, disinfection, bacteriological sampling, entry/back reaming pits, dewatering, removing and disposing of drill fluid breakouts, excavation, backfill, compaction, testing, HDPE pipe, adapters, labor, materials, equipment, incidentals, and work necessary to complete this item as specified in accordance with the Contract Documents.

Item 18. Furnish and Install Welded 8-inch HDPE DR11 Pipe to Mechanical Joint (MJ) Adapter:

- Measurement for payment for adapters shall be determined by the number of units furnished, installed, and accepted.
- Payment for adapters will be made at the Contract unit price for each item satisfactorily installed and will be full compensation for all excavation, backfill, compaction, joint restraints/hardware, locating wire, supports, joining, disinfection, testing, sodding, restoration, equipment, and other work necessary to complete the installation as specified.

Item 19. Connect to Existing Water Mains:

- Measurement for payment for connections shall be made on a lump-sum basis for all connections to existing water mains or valves, regardless of size, installed and accepted.
- Payment for connections to existing water mains or valves will be made at the Contract lump-sum price and will be full compensation for removing an existing section of water main as required, cut-in sleeve if required, couplings, excavation, backfill, dewatering, testing, disinfection, glands, gaskets, restraint systems as specified, and all other incidentals and work necessary to complete this item as specified in accordance with the Contract Documents for a complete connection and installation.

Item 20. Furnish and Install Blowoff Detail:

- Measurement of blowoff detail shall be the number of blowoffs constructed and accepted in accordance with Detail W-6 of the City Standard Details.
- Payment for blowoff details will be made at the Contract unit price for each item satisfactorily installed and will be full compensation for all items shown in Detail W-6, including but not limited to the 6-inch gate valve, valve box, concrete pad, tapped MJ plug, 2-inch PVC pipe, PVC fittings, and double-plastic meter box with cast-iron reader lid; all excavation, backfill, compaction, joint restraints/hardware, locating wire, supports, joining, disinfection, testing, sodding, and restoring; and all equipment and other work necessary to complete the installation as specified.

Item 21. Furnish and Install Pavement Detail:

- Measurement for payment for pavement detail shall be the number of square yards measured at finished grade and installed.
- Payment for pavement detail will be made at the Contract unit price per square yard and will be full compensation for all items shown in the pavement details, including but not limited to necessary preparation; pavement cutting and removal; all excavation, backfill, stabilized subgrade, limerock base materials, placing and compaction, prime and tack coat, structural asphalt concrete, friction asphalt concrete, mill and overlay, and traffic strips and markings; and labor, equipment, transportation, and all other incidentals and work necessary to complete this item as specified in accordance with the Contract Documents.

Item 22. Remove and Replace Asphalt Concrete Driveway:

- Measurement for payment for removing and replacing asphalt driveways shall be the number of square yards of asphalt driveway removed, replaced, and accepted.
- Payment for removing and replacing asphalt driveways will be made at the Contract unit price per square yard, regardless of thickness required, and will be full compensation for removing and replacing the existing asphalt concrete driveway, base, stabilized subgrade, and seal coat; compaction; and labor, equipment, transportation, and all other incidentals and work necessary to complete this item as specified in accordance with the Contract Documents.

Item 23. Remove and Replace Concrete Driveway – 6 inches Thick (3,000 pounds per square inch (psi) with Commercial-Grade Fibermesh):

- Measurement of Portland cement concrete driveway restoration shall be the actual square yards reconstructed and accepted.
- Payment for Portland cement driveway restoration will be made at the Contract unit price per square yard and will be full compensation for labor, materials, testing, and all operations necessary for the cutting, removing, and replacing for Portland cement concrete driveways restored.

Item 24. Remove and Replace Concrete Sidewalk – 4 inches Thick (3,000 psi with Commercial-Grade Fibermesh):

- Measurement of Portland cement concrete sidewalk restoration shall be the actual square yards reconstructed and accepted, not to exceed the maximum pay limits as specified in the details.

- Payment for Portland cement sidewalk restoration will be made at the Contract unit price per square yard and will be full compensation for labor, materials, testing, and all operations necessary for the cutting, removing, and replacing for Portland cement concrete sidewalk restored.

Item 25. Remove and Replace Fence:

- Measurement of fence shall be the actual linear feet reconstructed and accepted.
- Payment for removing and replacing fence will be made at the Contract unit price per linear foot and will be full compensation for labor, materials, and all operations necessary for the removal and replacement of fence.

END OF SECTION

SECTION 01785
RECORD DOCUMENTS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section details the minimum requirements for the Contractor for maintenance and recording of Record Documents and Record Drawings.
- B. The Contractor shall retain the services of a Florida-licensed Professional Land Surveyor (PLS) to prepare Record Drawings.

1.02 SUBMITTALS

The Contractor shall submit shop drawings in accordance with these Contract Documents:

- A. The Contractor shall make documents and samples available at all times for inspection by the Owner and Engineer.
- B. The Contractor shall submit to the Owner the name and address of the licensed PLS, along with the following:
 - 1. Documentation of current State of Florida licensure as a PLS.
 - 2. Documentation of a current State of Florida business license to practice surveying.
 - 3. Documentation demonstrating three projects within the past 5 years where the surveyor performed field engineering and record drawing preparation using AutoCAD 2018 or later for projects of a similar type and size as the work covered by the Contract Documents.
- C. At Substantial Completion, the Contractor shall submit for review and approval all Record Documents including Record Drawings with cover letter to the Owner, listing the following:
 - 1. Date.
 - 2. Project Title and Number.
 - 3. Contractor's Name and Addresses.
 - 4. PLS name and Florida license number.
 - 5. Number and Title of each Record Document.
 - 6. Electronic file names.
 - 7. Signature of Contractor or its Authorized Representative.

- 8. Contract Section and Subsection numbers.
- 9. Location.
- D. Before assembling and submitting records, the Contractor shall review for completeness the records maintained by its subcontractors.
- E. Submit electronic record drawings in PDF format, prepared from updated AutoCAD contract drawings as discussed in this Section to the Owner for review and comment or approval. Deficiencies in the Record Drawings shall be corrected before final payment and contract closeout. Electronic transmittals shall be clearly labeled with the appropriate project number, client name, date, and file names. If files are compressed, a description of the compression software must be included along with a copy of the appropriate uncompressing software.
- F. Tracings of all Construction Documents and Shop Drawings made by the Contractor, subcontractors, and suppliers of materials or equipment shall be corrected to show the Work as actually completed or installed.
- G. Final Record Drawings shall be signed and sealed by the PLS. Electronic Record Drawing submittals in PDF format shall be digitally signed and sealed in accordance with State of Florida requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PROJECT RECORD

- A. The Contractor shall label and file Record Documents and samples in accordance with the corresponding Specification Section number. Each document shall be labeled "PROJECT RECORD" in neat, large, printed letters. Record Documents shall be maintained in a clean, dry, and legible condition. Record documents shall not be used for construction purposes.

3.02 RECORDING

The Contractor shall record construction information as follows (refer to the Record Drawing Checklist at the end of this Section for additional requirements):

- A. Record and update daily Record information from field notes on a set of opaque Contract Drawings and to the satisfaction of the Owner.
- B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.

- C. Record information concurrently (daily) with construction progress. Work shall not be concealed until required information is recorded.
- D. CAD Requirements for Record Drawings: The Contractor shall provide the Engineer with a complete set of Record Drawings in the latest version of AutoCAD format upon completion of the Work. No additional compensation will be allowed for the Contractor to provide the Record Drawings. The Contractor shall use the AutoCAD drawings furnished by the Engineer for this purpose. Record Drawings must be submitted in the AutoCAD format of the Contract Drawings. No other CAD software or format will be accepted. The Contractor is solely responsible for ensuring that the Record Drawings conform to the following CAD requirements:
 - 1. Drawings shall be submitted to the Engineer on CD or DVD. Each CD/DVD shall be clearly labeled with the appropriate project number, client name, date, and file names included on each CD/DVD. Compressed files are not allowed.
 - 2. All changes to Drawings must be done in accordance with the appropriate scale of the Drawing revised and shall be delineated by placing a "cloud" around the areas revised and adding a revision triangle indicating the appropriate revision number.
 - 3. Each Drawing must have the revision block completed to indicate the revision number, date, and initials of the person revising the Drawing. The description of the revision must say "Record Drawing." This procedure must be followed for every Drawing even when no changes are made to the Drawing.
 - 4. All revisions to Drawings must be put on separate layers with the layer names prefixed Record followed by the appropriate existing layer name. The colors and line types of the appropriate existing layers shall be adhered to when creating new layers.
 - 5. The Contractor shall supply one full set of Record Drawings on reproducible black line prints and five full sets of opaque copies.
- E. The Contractor shall have the PLS certify the Record Drawings as being correct and complete.

3.03 RECORD DRAWINGS

- A. Record Drawings shall be a special revision of the construction drawings and shall reflect the following:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.

2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
3. Field changes of dimension and detail.
4. Changes made by modifications.
5. Details not on original construction drawings.
6. Record information shall include a thorough description of the improvements that have been installed, including types of material, size, class, diameter, diameter ratio, deviations from the design, and other basic information.
7. Horizontal locations required for valves, fittings, services, and other utility structures shall be to the center of each installation.
8. Record information shall be presented in a clear and comprehensible form.

B. CAD Requirements for Record Drawings: The Contractor shall, upon completion of the work, provide the Owner with a complete set of Record Drawings that includes as-built information updated in AutoCAD on the original Contract Drawings. The Record Drawings shall include every drawing that is in the Contract Drawing set, plus any supplemental drawings necessary to convey the as-built information. Supplemental drawings shall use the same title block as the other Record Drawings with supplemental unique page numbers. No additional compensation will be allowed for the Contractor to provide the Record Drawings. The Contractor shall use the AutoCAD drawings furnished by the Owner for this purpose. Record Drawings must be submitted in the AutoCAD format of the Contract Drawings. No other CAD software or format will be accepted. The Contractor is solely responsible for ensuring that the Record Drawings conform to the following CAD requirements:

1. All changes to Drawings must be done in accordance with the same scale of the drawing revised and shall be delineated by placing a "cloud" around the areas revised and adding a revision triangle indicating the appropriate revision number.
2. Each Drawing must have the revision block completed to indicate the revision number, date, and initials of the person revising the Drawing. The description of the revision must say "Record Drawing." This procedure must be followed for every Drawing even when no changes are made to the Drawing.
3. All revisions to Drawings must be put on separate layers with the layer names prefixed Record followed by the appropriate existing layer name. The colors and line types of the appropriate existing layers shall be adhered to when creating new layers.

C. The Contractor's PLS shall sign and seal the Record Drawings certifying them as true, accurate, correct, and complete, and that all data were collected in the field by the PLS or by a representative under the direct supervision of the surveyor.

The certifying surveyor shall be fully responsible for the accuracy of the record locations and elevations shown on the Record Drawings.

- D. Record Drawings for facilities and other improvements not covered by their PLS shall be signed by the Contractor certifying the Record Drawings as being an accurate representation of as-built conditions. The Owner reserves the right to reject Record Drawings that do not accurately represent as-built conditions, and the Contractor shall be responsible for correcting the Record Drawings at no additional cost to the Owner.

END OF SECTION

DIVISION 2
SITE CONSTRUCTION

SECTION 02230 SITE PREPARATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, and equipment required and perform all site preparation, complete as shown on the Drawings and as specified in this Section.
- B. The Contractor shall obtain all permits required for site preparation before proceeding with the work, including clearing and tree removal.
- C. The areas to be cleared, grubbed, and stripped within public rights-of-way and utility easements shall be minimized to the extent possible for the scope of pipeline work and in consideration of the actual means and methods of construction used. No unnecessary site preparation shall be performed within these areas.

1.02 SUBMITTALS

The Contractor shall submit shop drawings in accordance with these Contract Documents.

- A. Submit to the Owner copies of all permits required before clearing, grubbing, and stripping work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CLEARING

- A. The Contractor shall cut and remove all timber, trees, stumps, brush, shrubs, roots, grass, weeds, rubbish, and any other objectionable material resting on or protruding through the surface of the ground.
- B. The Contractor shall preserve and protect trees and other vegetation designated on the Drawings or directed by the Engineer to remain.

3.02 GRUBBING

- A. The Contractor shall grub and remove all stumps, roots in excess of 1-1/2 inches in diameter, matted roots, brush, timber, logs, concrete rubble, and other debris encountered to a depth of 18 inches below original grade or 18 inches beneath the bottom of foundations, whichever is deeper.
- B. The Contractor shall refill all grubbing holes and depressions excavated below the original ground surface with suitable materials and compact to a density conforming to the surrounding ground surface in accordance with 02305, Earthwork for Utilities.

3.03 STRIPPING

- A. The Contractor shall strip topsoil from all areas to be occupied by buildings, structures, and roadways and all areas to be excavated or filled.
- B. Topsoil shall be free from brush, trash, large stones, and other extraneous material. Avoid mixing topsoil with subsoil.
- C. The Contractor shall stockpile and protect topsoil until it is used in landscaping, loaming, and seeding operations and dispose of surplus topsoil after all work is completed.

3.04 DISPOSAL

- A. The Contractor shall cut tree trunks and limbs exceeding 4 inches in diameter into 4-foot lengths and stockpile on site in the area designated by the Owner.
- B. Dispose of material and debris from site preparation operations by hauling such materials and debris to an approved offsite disposal area. No rubbish or debris of any kind shall be buried on the site.
- C. Burning of cleared and grubbed materials or other fires for any reason will not be permitted.

3.05 PROTECTION

- A. Trees and other vegetation designated on the Drawings or directed by the Owner to remain shall be protected from damage by all construction operations by erecting suitable barriers, guards and enclosures, or by other approved means. The Contractor shall conduct clearing operations in a manner to prevent falling trees from damaging trees and vegetation designated to remain and to the work being constructed. The Contractor shall provide for the safety of employees and others.

- B. The Contractor shall maintain protection until all work in the vicinity of the work being protected has been completed.
- C. The Contractor shall not operate heavy equipment or stockpile materials within the branch spread of existing trees.
- D. The Contractor shall immediately repair any damage to existing tree crowns, trunks, or root systems. Roots exposed and/or damaged during the work shall immediately be cut off cleanly inside the exposed or damaged area. Treat cut surfaces with an acceptable tree wound paint and topsoil spread over the exposed root area.
- E. When work is completed the Contractor shall remove all dead and downed trees. Live trees shall be trimmed of all dead and diseased limbs and branches. All cuts shall be cleanly made at their juncture with the trunk or preceding branch without injury to the trunk or remaining branches. Cuts over 1 inch in diameter shall be treated with an acceptable tree wound paint.
- F. The Contractor shall restrict construction activities to those areas within the limits of construction designated on the Drawings, within public rights-of-way, and within easements provided by the Owner. Adjacent properties and improvements on these properties, public or private, which become damaged by construction operations shall be promptly restored to their original condition to the full satisfaction of the property owner.
- G. The Contractor shall remove trees damaged beyond saving, through no fault of the Contractor, as directed by the Owner.

END OF SECTION

SECTION 02240
DEWATERING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section covers the work necessary to complete the dewatering activities. All work in this Section shall be done in accordance with the requirements of the Environmental Resource Permit and Water Use Permit (if required) as issued by the St. Johns River Water Management District.
- B. In addition to the requirements listed in this Section, the Contractor shall obtain, if required, and comply with all requirements of the Generic Permit for the Discharge of Ground Water From Any Non-Contaminated Site Activity as described in FAC 62-621-300.
- C. Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control groundwater flow into excavations and permit construction to proceed on dry, stable subgrades.
 - 1. Maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
 - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 3. Remove dewatering system if no longer needed.
- D. The Contractor shall dewater so as to prevent damage to existing work. The Contractor shall repair or replace damage resulting from the dewatering activities promptly, remedy environmental damage as approved by the Owner, and pay any and all fines levied to Contractor at no additional cost or time to the Owner.
- E. The Dewatering Plan shall be signed and sealed by the licensed professional engineer responsible for its preparation.
- F. The Contractor shall design the dewatering system. The Contractor shall be responsible for obtaining whatever investigations are necessary, before bidding, to design the dewatering system.

1.02 SUBMITTALS

The Contractor shall submit the following in accordance with these Contract Documents:

- A. Before construction, the Contractor shall obtain a dewatering permit from the St. Johns River Water Management District as required. At a minimum, the dewatering plan submitted with the dewatering application shall include the following:

1. Duration of dewatering for each area.
2. Number and size of pumps.
3. Method of dewatering each area.
4. Methods for routing/containing the discharge.
5. Methods of isolating dewatering areas.
6. Time dewatering structure will be in place.
7. Proposed discharge points.

Five copies of the plan shall be submitted to the Engineer for record purposes only.

- B. The Contractor shall be responsible for determining if a Water Use Permit will be required. If a Water Use Permit is required, it is the Contractor's responsibility to obtain the required information from the Engineer and Owner to complete the Water Use Permit application to submit with the Dewatering Plan. If a Water Use Permit is required, the Contractor shall submit five copies of the application to the Owner/Engineer for submittal purposes only.
- C. The Contractor shall be responsible for obtaining a Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity as set forth in FDEP Rule 62-621.300(2), FAC. The Contractor shall obtain the required permit Form 62-621.300(2) and the required information from the Engineer and Owner to complete the Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity application to submit with the Dewatering Plan. The Contractor shall submit five copies of the application to the Owner/Engineer for submittal purposes only.
- D. Provide photographs or videotape, sufficiently detailed, of existing conditions of adjoining properties, facilities, and other construction and site improvements that might be later misconstrued as damage caused by dewatering operations.

- E. Submit Record Drawings at Project closeout identifying and locating utilities and other subsurface structural, electrical, or mechanical items encountered during dewatering.

- 1. Note locations and capping depth of wells and well points.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. Florida Administrative Code (FAC)

- 1. FAC 62-621-300—FDEP – Generic Permits.

1.04 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.
- B. Pre-installation Conference: Conduct conference at the Project site to present and discuss dewatering means, methods, and monitoring program.
- C. Identify a person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly familiar with the dewatering system being installed for this Project, the referenced standards, environmental and permit requirements, the requirements of this Work, and who shall direct all work performed under this Section.
- D. It shall be the responsibility of the Contractor to determine the water levels before and during the dewatering work.

1.05 QUALIFICATIONS

- A. The Contractor shall provide at least one person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly familiar with the dewatering system being installed, the referenced standards, the requirements of this Work, and who shall direct all work performed under this Section.
- B. The Contractor shall be responsible for determining the water level before beginning excavation and construction.

1.06 PRE-BID INSPECTION AND TESTING

- A. The Contractor is advised that site soil borings may indicate groundwater levels below the levels which may occur in response to normal, seasonal, extreme, or prolonged rainfall. The Contractor is further advised that site soil borings may not necessarily represent soil conditions to be encountered elsewhere on the job site, other than at the specific boring locations.
- B. Before bidding, the Contractor shall perform a detailed site inspection and, if desired, obtain the Owner's permission to perform site-specific testing as he deems necessary to obtain all required information relative to project dewatering requirements.
- C. The Contractor shall include as part of his Bid the total cost of all surface and subsurface dewatering as required to construct the Project in complete compliance with the Drawings and these Specifications.

1.07 PROJECT CONDITIONS

- A. The Contractor shall not interrupt utilities serving facilities occupied by Owner or others unless approved by the Owner and then only after arranging to provide temporary utility services according to requirements indicated.
- B. A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of the geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by the geotechnical engineer. The Owner will not be responsible for interpretations or conclusions drawn from these data.
 - 1. The geotechnical report is included in an Appendix section of these specifications.
 - 2. Make additional test borings and conduct other exploratory operations necessary for dewatering.
- C. Survey adjacent structures and improvements, employing a professional land surveyor licensed in Florida to establish exact elevations at fixed points to monitor settlement. Clearly identify monitoring points and reference vertical datum, and benchmarks. Monitor and record existing initial elevations.
 - 1. During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify the Owner if changes in elevations occur or if

cracks, sags, or other damage is evident in adjacent construction and existing structures.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DEWATERING SYSTEM

- A. The dewatering system shall be adequate to drain the soils to be excavated to the extent that the piezometric water level in the construction area is a minimum of 2 feet below the bottom of the excavation, side slopes of excavations, or bottom of the footings at all times, or as otherwise required to obtain the specified compaction and installation conditions. Pipeline trenches must be dewatered at least 1 foot below the trench bottom.
- B. If layered soils are encountered, the hydrostatic head in the zone below the subgrade elevation shall be relieved to prevent uplift.
- C. Unless otherwise noted and before any excavating below or within 2 feet above the groundwater level, a dewatering system shall be placed into operation to lower water levels to the extent specified previously and then shall be operated continuously 24 hours a day, 7 days a week, throughout the excavation to maintain and protect all work until the work has been completed to the satisfaction of the Owner.
- D. Where used, well points shall be installed in an Owner-approved manner and in sufficient numbers to provide the necessary removal of water as stated previously. Well points and header piping shall be installed so that traffic on public thoroughfares and site access roads will not be impeded.
- E. The Contractor shall be solely responsible for the arrangement, location, and depths of the dewatering system necessary to accomplish the specified work. The dewatering system shall stay in full operation until not less than 90% of the total building load is applied, or until excavations and trenches have been backfilled and compacted.
- F. To prevent excessive noise, exhaust from all pumps and engines shall be silenced and muffled.
- G. Wellpoint or surface water pump discharge shall be controlled to prevent erosion, undermining, and all other damage and be piped to approved locations.

- H. The Contractor is responsible for determining what approvals and permits are required to comply with any and all applicable regulations and permitting requirements relating to dewatering activities. The Contractor shall obtain all necessary approvals and permits and comply with any and all applicable regulations and permitting requirements concerning all dewatering activities, including pumpage and discharge. The Contractor is solely responsible for all costs associated with the proper implementation of dewatering activities.
- I. Excavations shall be kept free from water during the placing of concrete and for 36 hours after or until concrete forms are removed.
- J. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
 - 1. Prevent surface water and subsurface or groundwater from entering excavations, ponding on prepared subgrades, or flooding the site and surrounding area.
 - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- K. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- L. Install sufficient dewatering equipment to drain water-bearing strata above and below the bottom of foundations. If excavating through layered soils, relieve any potential groundwater hydrostatic head in the zones below to prevent uplift.
 - 1. Open-sump pumping, which leads to loss of fines, subgrade softening, and slope instability, shall not be permitted.
- M. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner that avoids flooding or accumulation on private property. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

3.02 OBSERVATION WELLS

- A. The Contractor shall install observation wells as may be required to record accurate water levels.
- B. The Contractor shall be responsible for maintaining all observation wells and observing and recording the elevation of the piezometric water levels daily.
- C. Wells damaged or destroyed shall be replaced at no additional cost to the Owner.

3.03 CLEANUP

- A. Upon completing dewatering elsewhere on the Project, the Contractor shall remove all equipment and leave the project site in a neat, clean, and acceptable condition satisfactory to the Owner. Wellpoint holes and excavations shall be adequately backfilled and compacted to prevent settlement.

END OF SECTION

SECTION 02305
EARTHWORK FOR UTILITIES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall provide all materials, equipment, labor, and work necessary to completely construct the project in accordance with the Contract Documents. This work includes but is not limited to the following:
 - 1. Excavating and removing unsatisfactory materials.
 - 2. Preparing trench foundations.
 - 3. Providing satisfactory material for all trenches as specified and as required.
 - 4. Obtaining, storing, maintaining, and disposing of materials.
 - 5. Dewatering, shoring, and sheeting.
 - 6. Placing, compacting, testing, final grading, and demolishing subgrade.
 - 7. Performing all other work required by the Contract Documents.
- B. The Contractor is responsible for performing all work so as not to damage existing roadways, facilities, utilities, structures, etc. and shall repair and replace such damage to equal or better than its original undamaged condition without cost to the Owner.
- C. The Contractor shall examine the site before submitting a bid, taking into consideration all conditions that may affect the work.
- D. The Contractor shall coordinate all additional subsurface investigations and testing included with this work with the Owner before performing the excavation and foundation preparation work. In general, if the Contractor finds different and unsuitable/unsatisfactory soil conditions during the work, the Contractor shall notify the Owner immediately.

1.02 SUBMITTALS

The Contractor shall submit the following shop drawings in accordance with these Contract Documents.

- A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D2487 of each onsite and borrow soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D1557 for each onsite and borrow soil material proposed for fill and backfill.
- B. The Contractor shall submit records before the start of this work. The Contractor shall verify that the existing conditions are correct as shown on the plans and mentioned in these Specifications. The Contractor shall note any discrepancies found immediately and notify the Owner.

The records shall include the following:

- 1. Location of all existing underground utilities, structures, etc. surrounding the areas to be excavated that may be impacted by the work.
- 2. Location of test excavations.
- 3. Location of inspections.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply:

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM D1556/D1556M—Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 2. ASTM D1557—Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 3. ASTM D2487—Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - 4. ASTM D2937—Standard Test Method for Density of Soil in Place by the Drive-Cylinder Method.

5. ASTM D3282—Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes.
 6. ASTM D3740—Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used In Engineering Design and Construction.
 7. ASTM D6938—Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
 8. ASTM E329—Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
- B. Florida Statutes (FS)
1. Florida Trench Safety Act (90-96, Laws of Florida).
- C. Occupational Safety and Health Administration (OSHA)
1. 29 CFR 1926, Subpart P—Safety and Health Regulations for Construction, Excavations.
 2. OSHA 2226—Trenching and Excavation Safety.

1.04 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E329 to conduct soil materials and definition testing, as documented according to ASTM D3740.
- B. The Contractor shall do the following:
1. Ensure that excavations provide adequate working space and clearance for the work to be performed and for installing piping and buried utilities. In no case shall excavation faces be undercut.
 2. Ensure that foundation surfaces are clean and free of loose material of any kind when pipelines and buried utilities are placed on them.
 3. Excavate, trench, and backfill in compliance with applicable requirements of governing authorities having jurisdiction.
 4. Ensure that shoring and sheeting for excavations are designed by a Florida-registered Professional Engineer and are in accordance with OSHA 2226.
 5. Before beginning any excavation or grading, ensure the accuracy of all survey data indicated on the Contract Drawings and in these Specifications and/or as provided. If the Contractor discovers any inaccuracies, errors, or omissions in the survey data, the Contractor shall immediately notify the Owner so that proper adjustments can be anticipated or ordered. If the Contractor begins any excavation or grading, this shall be considered an

acceptance of the survey data by the Contractor, after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions, or inaccuracies of the survey data.

6. Ensure that tolerances for excavation are ± 0.10 foot to the required line and to the required grade. Tolerance for compaction of in-place material shall be ± 0.10 foot to the required grade.
7. Ensure that all trench materials derived from the project site and imported to this site are examined, tested, and classified by an Owner-approved soils testing laboratory.
8. Remove unsatisfactory materials and unsuitable materials including muck, silts, peat, and other loose and very loose compressible soils from a minimum of 2 feet below the bottom of the trench excavations before placing pipe foundation, bedding, and buried utilities.

1.05 PROJECT CONDITIONS

- A. Existing Utilities: The Contractor shall not interrupt utilities serving facilities occupied by the Owner or others unless permitted to do so in writing by the Owner and then only after arranging to provide temporary utility services according to the requirements indicated.
 1. Notify the Owner not less than 2 days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without the Owner's written permission.
 3. Contact utility-locator service and obtain utility locations for the Project Area before excavating.
- B. The Contractor shall demolish and completely remove from the site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

1.06 DEFINITIONS

- A. *Backfill*: Soil material or controlled low-strength material used to fill an excavation.
 1. *Initial Backfill*: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. *Final Backfill*: Backfill placed over initial backfill to fill a trench.
- B. *Base Course*: The course placed between the subbase course and hot-mix asphalt paving.

- C. *Bedding Course*: The course placed over the excavated subgrade in a trench before laying pipe.
- D. *Borrow Soil*: Satisfactory soil imported from off-site for use as fill or backfill.
- E. *Drainage Course*: The course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. *Excavation*: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. *Authorized Additional Excavation*: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by the Owner. Authorized additional excavation and replacement material will be paid for according to the Contract provisions for unit prices.
 - 2. *Bulk Excavation*: Excavation more than 10 feet in width and more than 30 feet in length.
 - 3. *Unauthorized Excavation*: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by the Owner. Unauthorized excavation, as well as remedial work directed by the Owner, shall be without additional compensation.
- G. *Fill*: Soil materials used to raise existing grades.
- H. *Structures*: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. *Subgrade*: The surface or elevation remaining after completing excavation, or the top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- J. *Utilities*: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.07 TESTING REQUIREMENTS

- A. The Contractor shall furnish a soil survey for satisfactory material and samples of materials.
- B. Testing for source material, for classification, and for prequalification of material (on or off site) shall be performed by an independent testing agency retained by the Contractor and approved by the Owner.

- C. Testing for in-place compacted fill shall be performed by the same independent testing agency as approved by the Owner and retained by the Contractor.
- D. The number and location of the tests shall be as specified in these Specifications and as directed by the Owner during construction.
- E. The Contractor shall coordinate activity with the Owner and the testing agency to permit testing as directed in the presence of the Owner.
- F. The cost of all testing to achieve specified requirements shall be borne by the Contractor.
- G. The costs of any and all retests due to failure to achieve specified requirements shall be solely borne by the Contractor and are not reimbursable under this contract.
- H. All materials proposed for use shall be tested as follows:

Material	Required Test	Min. No. Tests
Satisfactory Soil Materials	Soil Classification using ASTM D2487 (including all tests contained therein)	One per source of materials to determine conformance with materials specified in these Specifications; additional tests whenever there is any apparent change.
	Soil moisture-density relationship using Modified Proctor ASTM D1557	One per source of material or apparent change in material.

- I. Soil materials shall be tested during construction as follows:

Material	Required Test	Min. No. Tests
Satisfactory Soil Material in-place after compaction	Field Density ASTM D1556/D1556M – Sand Cone Method, or ASTM D6938 – Nuclear Density Method, or ASTM D2937 – Drive Cylinder Method	For each layer of trench bottom subgrade before addition of soil materials, refill, bedding, and backfill, and for each 400 lineal feet of trench or fraction thereof, whichever is greater; two tests for each drainage, manhole, or wet well structure; additional test whenever there is any change in native soil, groundwater, or soil moisture conditions.

- J. The approved testing agency shall transmit copies of required laboratory test results as follows:
 - 1. One copy to the Owner.
 - 2. Two copies to the Engineer.
 - 3. Two copies to the Contractor.

The laboratory test reports shall include, at a minimum, project title; project location; location of sample; source, time, and date of testing; testing agency's name, address, and telephone number; and test results. Each test report shall be signed and sealed by the Professional Engineer representing the testing agency as specified in these Specifications.

K. The approved testing agency shall transmit copies of field-testing results as follows:

1. One copy to the Owner.
2. Two copies to the Engineer.
3. Two copies to the Contractor.

The field test reports shall include, at a minimum, project title; project location; location of sample(s) tested; time of testing; date of testing; testing person's full name; testing agency name, address, and telephone number; and test results.

L. No soil material shall be used until 1) the Owner has reviewed and approved test reports, and 2) the Contractor submits certification that the soil material proposed for construction is clean and meets gradation and other parameters specified in these Specifications.

M. At no cost to the Owner, the Contractor shall remove and replace or correct all materials and work that tests indicate do not conform, in the opinion of the Owner, to the requirements of these Specifications.

N. The results of in-place density tests shall be considered satisfactory if the density in each instance is equal to or greater than the specified density. Soil moisture content at the time of testing shall conform to requirements of these Specifications.

O. Where the tests reveal unsatisfactory compaction, the Contractor shall re-excavate, backfill, recompact, and/or rework the backfill as required to obtain the required degree of compaction over the entire depth of the excavation.

P. The testing agency shall transmit to the Engineer copies of all testing agency invoices submitted to the Contractor for payment. Invoices shall clearly indicate specific services and date and time services are rendered and shall indicate if the invoiced testing cost is an initial test of the Contractor's work or is a re-test required due to the Contractor's failure to initially achieve the specified requirements.

PART 2 PRODUCTS

2.01 STRUCTURAL MATERIALS

- A. Materials used for shoring and bracing, such as sheet piling, uprights, stringers, and crossbraces, shall be in good serviceable condition. Any timber used shall be sound and free from large or loose knots.
- B. Pressure-treated timber shall be used where wood sheeting or piling is specified or indicated to be cut and left in place.

2.02 TRENCH SOIL MATERIALS

- A. Materials used for trench construction shall be free of clumps of clay, rock or gravel, debris, waste, frozen materials, and other deleterious matter as determined by the Owner and shall be satisfactory soil materials as follows:

Area Classification	Soil Materials
In excavations and trenches	Excavated and borrow material that has been sampled, tested, and approved as "Satisfactory Soil Material."

- B. Satisfactory Soil Materials

1. Soil Classification Groups

Satisfactory soil materials for each trench shall be as follows:

Satisfactory Soil Material (ASTM D3282, Soil Classification Groups)		
In-situ Foundation	Bedding, Haunching, and Initial Backfill	Final Backfill
SW SP	SW SP	SW SP

2. Maximum Particle Size Limitations for Satisfactory Soil Materials

The maximum allowable particle size for satisfactory soil materials within each trench for each type of utility shall be as follows:

Conduit	Maximum Allowable Particle Size		
	In-situ Foundation	Bedding, Haunching, and Initial Backfill	Final Backfill
Plastic Pipe (PVC, CPVC, HDPE, etc.) less than 6-inch-diameter	See Note 1	1/2 inch	3 inches

Conduit	Maximum Allowable Particle Size		
	In-situ Foundation	Bedding, Haunching, and Initial Backfill	Final Backfill
Plastic Pipe (PVC, CPVC, HDPE, etc.) 6-inch-diameter and Larger	See Note 1	3/4 inch	3 inches
Concrete Pipe			
Steel Pipe			
Ductile Iron Pipe			
Fiberglass Pipe	See Note 1	3/4 inch or three times the wall thickness, whichever is less	3 inches
Other Conduit Materials	See Note 2	See Note 2	See Note 2

- (1) There is no requirement when satisfactory undisturbed native soil material is used. Disturbed portions of the foundation and/or unsatisfactory native soil material shall be replaced with satisfactory soil materials meeting all the requirements for Bedding.
- (2) The maximum allowable particle size shall be in accordance with the manufacturer's written recommendation.

3. Additional Requirements of Satisfactory Materials

Satisfactory soil materials shall be free of debris, waste, frozen materials, vegetation, or other deleterious matter. Soils within 4 inches of the exterior surface of the pipe shall be free of gravel, stones, or other materials that may abrade the pipe surface.

C. Unsatisfactory Materials

Unsatisfactory soil material shall mean ASTM D2487, Soil Classification Groups GW, GP, GM, GC, SC, CL, ML, OL, CH, MH, OH, PT, and other highly organic soils and soil materials of any classification that have a moisture content at the time of compaction beyond the range of 1 percentage point below and 3 percentage points above the optimum moisture content of the soil material as determined by moisture-density relations test.

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

The Contractor shall do the following:

- A. Carefully verify by hand methods the location of all surrounding underground utilities before performing utility excavations and trenches.
- B. Protect utilities to be left in place from damage.

- C. Do not interrupt existing utilities serving facilities occupied and used by the Owner, except when permitted in writing by the Owner.
- D. Protect benchmarks, survey points, and existing structures, roads, sidewalks, monitoring wells, paving, curbs, etc. against damage from equipment, vehicular or foot traffic, settlement, lateral movement, undermining, washout, and all construction-related activities.
- E. Repair and replace damage to existing facilities to equal or better than their original undamaged condition without cost to the Owner and to the approval of the Owner.
- F. Excavate and trench in ways that will prevent surface water and subsurface water from flowing into excavations and will also prevent flooding of the site and surrounding area.
- G. Protect excavations and trenching by shoring, bracing, sheet piling, underpinning, or other methods as required to prevent cave-ins or loose dirt from falling into excavations and trenches.
- H. Do not operate earth-moving equipment within 5 feet of walls of concrete structures for depositing or compacting backfill material.
- I. Compact the backfill material placed next to concrete walls with hand-operated tampers or similar equipment that will not damage the structure.
- J. Excavate, fill, backfill, and grade to elevations required by the Contract Documents.
- K. Pile excavated materials suitable for backfill in an orderly manner a sufficient distance from excavations to prevent overloading, slides, and cave-ins.
- L. Do not obstruct access ways, roadways, and plant facilities.
- M. Dewater excavations and trenches in accordance with Section 02240, Dewatering.
- N. Refer to the Contract Drawings for additional requirements related to earthwork and protection of existing features.

3.02 TRENCH EXCAVATION

- A. Before excavating the trench, the Contractor shall prepare the surface including clearing and grubbing as specified in Section 02230, Site Preparation.

- B. The Contractor shall be required to fully comply with all applicable OSHA Excavation Safety Standards and to abide by them as covered by the most current version of the Florida Trench Safety Act (90-96, Laws of Florida).
- C. The Contractor shall ensure that mechanical equipment used for trench excavation shall be of a type, design, and construction and shall be so operated that conduit/utility, when accurately laid to specified alignment, will be centered in the trench with adequate clearance between the conduit/utility and sidewalls of the trench. Undercutting the trench sidewall to obtain clearance will not be permitted.
- D. The Contractor shall not use mechanical equipment in locations where its operation would cause damage to trees, buildings, culverts, other existing property, utilities, structures, etc. above or below ground. In all such locations, the Contractor shall use hand-excavating methods.
- E. The Contractor shall not use blasting.
- F. The Contractor shall cut trenches sufficiently wide to enable proper installation of services and to allow for testing and inspection. The Contractor shall also trim and shape trench bottoms and leave them free of irregularities, lumps, and projections. Trench width shall be excavated as specified on the Contract Drawings.
- G. The Contractor shall construct trench walls to avoid side wall collapse or sloughing. Trenches shall be either braced or open construction in accordance with the Contract Documents. No separate payment will be made for any special procedure used in connection with the excavation.
- H. Where sheeting and bracing are not required, the Contractor shall construct trench walls in the bottom of the excavation as vertical as possible to the maximum height allowable by OSHA. Trench walls above this height shall be sloped to guard against side wall collapse or sloughing as specified on the Contract Drawings.
- I. Where sheeting and bracing are required, the sheeting and bracing system shall meet the requirements in these Specifications.
- J. Excavations shall be to the design elevations shown on the Contract Drawings or as specified, unless unsatisfactory or unsuitable foundation materials are encountered in the bottom of the excavation. Where unsatisfactory or unsuitable foundation materials are encountered, this material shall be undercut and removed as indicated on the Contract Drawings and replaced with satisfactory soil material meeting all the requirements for Bedding. The lift thicknesses and compaction requirements for the replacement soil shall also meet the requirements for Bedding.

- K. The Contractor shall be careful not to overexcavate except where necessary to remove unsatisfactory or unsuitable materials, irregularities, lumps, rock, and projections. Unnecessary overexcavation shall be replaced as specified in these Specifications at the Contractor's sole expense.
- L. The Contractor shall accurately grade bedding soil materials at the bottoms of the trenches to provide uniform bearing and support for each section of conduit/utility at every point along its entire length except where it is necessary to excavate the bedding for conduit/utility bells (e.g., pipe bells), etc. or for proper sealing of conduit/utility joints. Abrupt changes in grade of the trench bottom shall be avoided.
- M. The Contractor shall dig bell holes and depressions after the bedding has been graded to ensure that the conduit/utility rests on the prepared bedding for as much of its full length as practicable. Bell holes and depressions shall be only of such length, depth, and width as required to make the joint.
- N. The Contractor shall do the following:
1. Pile all excavated material in a manner that will not endanger the work or erode the stormwater management facilities or water courses.
 2. Avoid obstructing sidewalks, driveways, and plant facilities.
 3. Leave hydrants, valve pit covers, valve boxes, or other utility controls unobstructed and accessible.
 4. Keep gutters, drainage inlets, natural water courses, and miscellaneous drainage structures clear or make other satisfactory provisions for their proper operation.
- O. The Contractor shall keep all satisfactory materials that are suitable for use/reuse in the trench construction separated from unsatisfactory materials.
- P. Except where otherwise authorized, indicated, or specified, the Contractor shall replace, at the Contractor's own expense, all materials excavated below the bottom of concrete walls, footings, slabs on grade, and foundations with concrete or flowable fill, as directed by the Owner.
- Q. The Contractor shall adhere to these Additional Excavation Requirements for piping:
1. Excavate trenches so that the piping can be laid to the lines, grades, and elevations indicated on the Contract Drawings.

2. For piping designated to be laid to a minimum cover requirement, grade trenches to avoid high and low points to the extent practical. Record Drawings of such pipes shall present top-of-pipe and grade elevations at all high and low points along each pipe segment, at the end points of each pipe segments, and at intervals not to exceed 100 feet along each pipe segment. If, in the opinion of the Engineer, additional air release and/or vacuum relief valves are required, the Contractor shall install the additional items as directed by the Engineer.
3. Except at locations specifically indicated otherwise on the Contract Drawings, the required minimum cover over the top of the pipe from finished grade for various pipe diameters shall be as follows:

	Pipe Diameter			
	48-inch or less	66-inch	72-inch	96-inch
Minimum Cover	3 feet	4 feet	4.5 feet	5 feet

Continue dewatering operations along each pipe segment until the required minimum cover is provided. During the dewatering operations, the ground water level in the trench shall remain at all times a minimum of 1 foot below bottom of trench excavations.

- R. The Contractor shall adhere to this Additional Excavation Requirement for Appurtenances:
 1. Ensure that excavations for valves and similar appurtenances shall be sufficient to leave at least 12 inches in the clear between the outer surfaces and the embankment or timber used to hold and protect the walls.

3.03 PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall do the following:
 1. Barricade and post excavations with warning signs for the safety of persons. Provide warning lights during hours of darkness.
 2. Protect structures, utilities, sidewalks, pavements, and other facilities immediately adjacent to excavations against damage including loading, settlement, lateral movement, undermining, and washout.
- B. Conduct topsoil removal operations to ensure the safety of persons and to prevent damage to existing structures and utilities, construction in progress, trees and vegetation to remain standing, and other property.

3.04 SHEETING AND BRACING

- A. Where sheeting and bracing are required to support the side walls of the excavation, the Contractor shall retain a Professional Engineer, registered in Florida, to design sheeting and bracing. The design shall establish requirements for sheeting and bracing and shall comply with all applicable codes; authorities having jurisdiction; and federal, state, and local regulations.
- B. The sole responsibility for the design, methods of installation, and adequacy of sheeting and bracing shall be and shall remain that of the Contractor and the Contractor's Professional Engineer. The Contractor shall provide all necessary sheeting and bracing or other procedures as required to ensure safe working conditions and to protect the excavations.
- C. Sheeting and bracing shall consist of braced steel sheet piling, trench box, braced wood lagging, and soldier beams or other approved methods.
- D. The Contractor shall immediately fill and compact voids formed outside the sheeting. Where soil cannot be properly compacted to fill the void, the Contractor shall use Class B concrete as backfill at no additional cost to the Owner.
- E. The Contractor shall install sheeting outside the required clearances and dimensions. Sheeting shall be plumb, securely braced, and tied in position. Sheeting shall be adequate to withstand all pressure to which it may be subjected. The Contractor shall correct any movement or bulging at no expense to the Owner to provide the necessary clearances and dimensions.
- F. The Contractor shall maintain sheeting and bracing in excavations and trenches for the entire time excavations will be open.
- G. The Contractor shall not brace sheeting against pipe being laid. Sheeting shall be braced so that no concentrated load of horizontal thrust is transmitted to the pipe.
- H. Sheeting shall not be withdrawn if driven below the spring line of any pipe. The Contractor shall cut off tops as indicated on the Contract Drawings and leave bottoms permanently in place.

3.05 DEWATERING, WATER REMOVAL, AND DRAINAGE MAINTENANCE

- A. Water shall not be permitted to accumulate in excavations. The Contractor shall provide dewatering systems to convey water away from excavations so that softening of foundations bottoms, footing undercutting, and soil changes detrimental to subgrade stability and foundation will not occur. Dewatering systems and methods of disposal shall be as specified these Contract Documents,

and as approved by the Owner before being installed by the Contractor. Groundwater levels shall be maintained a minimum of 1 foot below bottom of trenches or excavations.

- B. Dewatering systems and equipment shall be in place as required to eliminate water during the excavation period until the work is completed. The Contractor shall provide ample means and equipment with which to remove promptly and dispose of properly all water entering any excavation. This includes the use of sand or gravel as required to maintain adequate flow during the pipe laying or installation of other items of work within the excavation.
- C. Water pumped or drained shall be disposed of in a suitable manner without damage to adjacent property, to other work under construction, or to roads. Water shall not be discharged onto surface improvements without adequate protection of the surface at the point of discharge. All gutter, drains, culverts, sewers, and inlets shall be kept clean and open for surface drainage. Water shall not be directed across or over pavements except through approved pipes or properly constructed troughs. The Contractor shall obtain permission from the Owner of any property involved before constructing water courses or installing discharge pipe or hose for removal of water and provide for disposal of the water without ponding or creating a public nuisance.
- D. All pumps used for dewatering shall have noise-reduction features and shall be able to run continuously with minimal attendance. If required by the Owner or Engineer, the pumps shall be enclosed on all sides with a plywood enclosure, with padded material suitable for outdoor conditions on the inside of the enclosure, to further reduce pump engine noise to an acceptable level. All applicable ordinances and codes for noise abatement shall be followed. The Contractor shall maintain pumps at all times, as necessary. When pumps are no longer required, the Contractor shall remove the pumps, wellpoints, pipes, and other apparatus from the area.
- E. It is essential that the discharge of the trench dewatering pumps be conducted to natural drainage channels, drains, or storm sewers.
- F. Trenches shall be constructed on the upstream side of the traffic way across roadways, driveways, or other traffic ways adjacent to drainage ditches or water to prevent impounding water after the pipe has been laid. The Contractor shall construct and maintain bridges and other temporary structures required to maintain traffic across such unfilled trenches. Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches. After backfilling is completed, the Contractor shall immediately remove all material deposited in roadway ditches or other water courses crossed by the line of trench and restore

the original section, grades, and contours of ditches or water courses. Surface drainage shall not be obstructed longer than necessary.

- G. Where trenches are constructed in ditches or other water courses, backfill shall be protected from surface erosion. Where the grade of the ditch exceeds 1%, the Contractor shall install ditch checks. Unless otherwise indicated on the Contract Drawings, ditch checks shall be concrete or as otherwise approved by the Owner. Ditch checks shall extend not less than 2 feet below the original ditch or water course bottom for the full bottom width and at least 18 inches into the side slopes and shall be at least 12 inches thick.

3.06 BACKFILLING AND COMPACTION

- A. The Contractor shall not backfill trenches until required tests are performed.
- B. Trenches improperly backfilled shall be reopened to the depth required for proper compaction, then refilled and compacted as specified, or the condition shall be otherwise corrected as directed.
- C. The Contractor shall perform the following steps to ensure compaction at the bottom of the trench or excavation before bedding:
 - 1. Remove disturbed native soil material and/or any soils not meeting the requirement of satisfactory soil material as indicated on the Contract Drawings.
 - 2. Compact the bottom of the trench excavation (undisturbed native subsurface soil) to no less than 95% of the Modified Proctor maximum dry density in accordance with ASTM D1557, before placement of foundation, bedding, piping, and backfill.
- D. To backfill below and around pipe to the spring line of the pipe, the Contractor shall do the following:
 - 1. Construct foundation and bedding as indicated on the Contract Drawings before placement of pipe.
 - 2. Install each pipe at proper grade, alignment, and final position.
 - 3. Deposit satisfactory soil material uniformly and simultaneously on each side of pipe in completed course layers to prevent lateral displacement.
 - 4. Compact under pipe haunches and on each side of pipe to the pipe spring line as shown on the Contract Drawings to hold the pipe in the proper position during subsequent pipe backfilling and compaction operations.
 - 5. Construct haunching as indicated on the Contract Drawings.

E. To trench backfill above pipe spring line to finished grade, the Contractor shall do the following:

1. Deposit satisfactory soil material around and above pipe in uniform layers as shown on the Contract Drawings.
2. Backfill and compact trenches from the spring line of the pipe to the top of the trench in completed course layers as shown on the Contract Drawings.
3. Use material previously defined in these Specifications as satisfactory soil material.
4. Compact by hand or mechanical tampers.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. The Contractor shall remove and legally dispose of waste materials, including excavated material classified as unsatisfactory soil material, trash, and debris from the property at no additional cost to the Owner.

END OF SECTION

SECTION 02370
EROSION AND SEDIMENTATION CONTROL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall take every reasonable precaution throughout construction to prevent the erosion of soil and the sedimentation of streams, bays, storm systems, or other water impoundments, ground surfaces, or other property as required by federal, state, and local regulations.
- B. The Contractor shall provide protective covering for disturbed areas upon suspension or completion of land-disturbing activities. Permanent vegetation shall be established at the earliest practicable time. Temporary and permanent erosion-control measures shall be coordinated to ensure economical, effective, and continuous erosion and siltation control throughout the construction and post-construction period.

1.02 SUBMITTALS

- A. The Contractor shall submit shop drawings in accordance with these Contract Documents.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. Florida Department of Transportation (FDOT)
 - 1. FDOT Section 103—Temporary Work Structures.
 - 2. FDOT Section 104—Prevention, Control, and Abatement of Erosion and Water Pollution.
 - 3. FDOT Section 530—Revetment Systems.
 - 4. FDOT Section 982—Fertilizer.
 - 5. FDOT Section 985—Geosynthetic Materials.

1.04 REGULATORY REQUIREMENTS

- A. The Contractor shall prevent damage to properties outside the construction limits from siltation due to construction of the project and assume all responsibilities to the affected property owners for correction of damages which may occur. Erosion-control measures shall be performed conforming to the requirements of and in accordance with plans approved by applicable state and local agencies and as specified by the erosion-control portion shown on the Drawings and as required by these Specifications. The Contractor shall not allow mud and debris to accumulate in the streets or enter drainage ditches, canals, or waterways. Should the Contractor pump water from excavations during construction, appropriate siltation preventative measures shall be taken before the pumped water is discharged into any drainage ditch, canal, or waterway.

1.05 PRACTICES

The Contractor shall adhere to the following:

- A. Avoid dumping soil or sediment into any stream bed, pond, ditch, or watercourse.
- B. Maintain an undisturbed vegetative buffer where possible between a natural watercourse and trenching and grading operations.
- C. Avoid equipment crossings of streams, creeks, and ditches where practicable.

1.06 EROSION AND SEDIMENT-CONTROL DEVICES AND FEATURES

- A. The Contractor shall construct all devices (silt fences, retention areas, etc.) for sediment control at the locations required to protect federal, state, and local water bodies and water courses and drainage systems before beginning to excavate the site. All devices shall be properly maintained in place until a structure or paving makes the device unnecessary or until directed to permanently remove the device.
- B. The Contractor shall use mulch to temporarily stabilize areas subject to excessive erosion and to protect seed beds after planting where required.
- C. Filter fabric, synthetic bales, or other approved methods shall be placed and secured over the grates of each existing inlet, grating, or storm pipe opening near the area of excavation to prevent silt and debris from entering the storm systems.
- D. The Contractor shall use silt fences, synthetic bales, and floating turbidity barriers as shown on the plans or as directed by the Owner or Owner's Representative to restrict movement of sediment from the site.

- E. The Contractor shall establish vegetative cover on all unpaved areas disturbed by the work.

PART 2 PRODUCTS

2.01 GENERAL

- A. Open-mesh biodegradable mulching cloth.
- B. Fertilizer shall be 10-10-10 grade or equivalent.
- C. Lime shall be Dolomitic Agricultural Ground limestone, in accordance with FDOT Section 982.
- D. Grass shall be in accordance with Section 02920, Seeding and Sodding.
- E. Silt fence shall consist of non-biodegradable filter fabric (Trevira, Mirafi, etc.), in accordance with FDOT Section 985, wired to galvanized wire mesh fencing and supported by wood or metal posts.
- F. Floating or staked turbidity barriers as specified in FDOT Section 985 and FDOT Section 104.
- G. Erosion Stone: FDOT Section 530.
 - 1. Sand-Cement Riprap.
 - 2. Concrete Block.
 - 3. Rubble 20 to 300 pounds each.
- H. Filter Fabric for placing under Riprap shall meet the requirements of FDOT Section 985.
- I. Synthetic bales in accordance with FDOT Section 104.

PART 3 EXECUTION

3.01 CLEARING

- A. The Contractor shall schedule and perform clearing and grubbing so that subsequent grading operation and erosion-control practices can follow immediately after. Excavation, borrow, and embankment operations will be conducted as a continuous operation. All construction areas not otherwise protected shall be planted with permanent vegetative cover within 30 working days after completing active construction.

3.02 STABILIZING

- A. The angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion-control devices or structures. All disturbed areas outside of embankment left exposed will, within 30 working days of completion of any phase of grading, be planted or otherwise provided with either temporary or permanent ground cover, devices, or structures sufficient to restrain erosion.

3.03 REGULATORY REQUIREMENTS

- A. Whenever land-disturbing activity is undertaken on a tract, a ground cover sufficient to restrain erosion must be planted or otherwise provided within 30 working days on that portion of the tract upon which further active construction is to be undertaken.
- B. If any earthwork is to be suspended for any reason for longer than 30 calendar days, the areas involved shall be seeded with vegetative cover or otherwise protected against excessive erosion during the suspension period. Suspension of work in any area of operation does not relieve the Contractor of the responsibility to control erosion in that area.

3.04 VEGETATIVE COVER

- A. Preparation of Seedbed. Areas to be seeded shall be scarified a depth of 4 inches until a firm, well-pulverized, uniform seedbed is prepared. Fertilizer shall be applied during the scarification process in accordance with the following rates:
 - 1. Fertilizer—10 to 15 pounds per 1,000 square feet.
- B. Seeding. Disturbed areas along embankments shall be permanently seeded with mix specified in Section 02920, Seeding and Sodding.
- C. The Contractor shall mulch all areas immediately after seeding. Mulch shall be applied and anchored as specified previously in this Section.

3.05 MAINTENANCE

- A. The Contractor shall maintain all temporary and permanent erosion-control measures in functioning order. Temporary structures shall be maintained until such time as vegetation is firmly established and grassed areas shall be maintained until completion of the project. Areas which fail to show a suitable stand of grass or which are damaged by erosion shall be immediately repaired. No additional

payment will be made to the Contractor for re-establishing erosion-control devices, which may become damaged, destroyed, or otherwise rendered unsuitable for their intended function during the construction of the project.

- B. The Contractor shall remove all silt, sediment, and debris buildup regularly to maintain functioning storm systems and erosion-control devices.

3.06 REMOVAL OF SEDIMENT CONTROL DEVICES

- A. Near completion of the project, when directed by the Owner, the Contractor shall dismantle and remove the temporary devices used for sediment control during construction. All erosion-control devices in seeded areas shall be left in place until the grass is established. The Contractor shall seed areas around devices and mulch after removing or filling temporary control devices.
- B. The Contractor shall clean up all areas at the completion of the project.

END OF SECTION

SECTION 02700 PAVING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section covers the work necessary to provide for the construction of all pavement where indicated on the Drawings.

1.02 SUBMITTALS

The Contractor shall submit shop drawings in accordance with these Contract Documents:

- A. Limerock material submittal is to be made to include liquid limit, plastic index, gradation, certification regarding deleterious material, limerock bearing ratio (LBR), Florida Department of Transportation (FDOT) pit number, and other information as required to indicate performance in accordance with the specifications.
- B. Information regarding asphaltic and Portland cement concrete materials and mix shall be submitted as required by the referenced FDOT specifications.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time, unless otherwise noted. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. The July 2021 edition of the FDOT Standard Specifications for Road and Bridge Construction (Standard Specifications) and Roadway and Traffic Design Standards shall be referred to for construction, workmanship, and quality control as specified with exceptions as noted in this Section.
 - 1. Where the referenced FDOT Specifications cite "the Department," this shall be modified to "the Owner and/or Engineer" by this contract.
 - 2. The Contractor shall retain an independent testing agency, as approved by the Owner and/or Engineer, to perform all tests, including tests referenced to be performed by the Owner and/or Engineer.
 - 3. Payment for this project is on a Lump-Sum Basis if defined as Lump Sum on the Bid Form. The FDOT sections defining the Basis of Payment shall be applied only when unit price work is defined on the Bid Form.

B. American Society of Testing and Materials (ASTM)

1. ASTM D1556/D1556M—Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
2. ASTM D1557—Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
3. ASTM D2167—Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
4. ASTM D6938—Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.04 QUALITY ASSURANCE

- A. The Contractor shall perform field-density tests along the centerline of construction or as directed by the Engineer and in accordance with the FDOT's *Standard Specifications for Road and Bridge Construction*, July 2021 edition.
- B. The Contractor shall field check the depth of stabilization and/or limerock at each road crossing with a pipeline.
- C. The Owner and/or Engineer may require additional testing as deemed necessary. The Owner and/or Engineer shall interpret test results and the Contractor shall perform remedial work as directed by the Owner and/or Engineer. The Contractor shall provide labor to the Owner and/or Engineer for help in performing tests and/or checking line and grade at no additional cost to the Owner.
- D. Laboratory maximum dry density of soil mixtures at optimum moisture shall be determined by ASTM D1557 for subgrade, stabilized subgrade, and limerock base course.
- E. Field density of stabilized subgrade and soils or soil mixtures in fill or backfill shall be determined by ASTM D1556/D1556M, ASTM D2167, or ASTM D6938 for limerock base course.
- F. Bearing value of stabilized subgrade shall be determined by the methods required for determining LBR according to the FDOT, Standard Specification FM 5-515.
- G. Field density of stabilized subbase shall be 98% or greater of the Modified Proctor maximum dry density, ASTM D1557.

- H. The Owner and/or Engineer shall have sole responsibility for interpreting all test results. The Contractor shall bear the cost of all retests due to failure to achieve specified requirements.

PART 2 PRODUCTS

2.01 GENERAL (NOT USED)

2.02 ROCK BASE

- A. The following sections of the Standard Specifications shall apply:
 - 1. Section 200-1, Description.
 - 2. Section 200-2, Materials.

2.03 STABILIZING MATERIALS

- A. The following sections of the Standard Specifications shall apply:
 - 1. Section 160-1, Description.
 - 2. Section 160-2, Materials.

2.04 PRIME AND TACK COATS FOR BASE COURSES

- A. The following sections of the Standard Specifications shall apply:
 - 1. Section 300-1, Description.
 - 2. Section 300-2, Materials.

2.05 ASPHALT

- A. The following sections of the Standard Specifications shall apply:
 - 1. Section 334-1, Description.
 - 2. Section 334-2, Materials.
 - 3. Section 334-3, General Composition of Mixture.
 - 4. Section 334-5, Acceptance of the Mixture.

2.06 CEMENT CONCRETE PAVEMENT

- A. The following sections of the Standard Specifications shall apply:
 - 1. Section 350-1, Description.
 - 2. Section 350-2, Materials.

2.07 TRAFFIC STRIPES AND MARKINGS

A. The following sections of the Standard Specifications shall apply:

1. Section 711-1, Description.
2. Section 711-2, Materials.

PART 3 EXECUTION

3.01 EXCAVATION AND EMBANKMENT

A. The following sections of the Standard Specifications shall apply:

1. Section 120-1, Description.
2. Section 120-2, Classifications of Excavation.
3. Section 120-3, Preliminary Soils Investigation.
4. Section 120-4, Removal of Unsuitable Materials and Existing Roads.
5. Section 120-5, Disposal of Surplus and Unsuitable Material.
6. Section 120-6.1, Materials for Borrow.
7. Section 120-7, Materials for Embankment.
8. Section 120-8, Embankment Construction.
9. Section 120-9, Compaction Requirements.
10. Section 120-10, Acceptance Program.
11. Section 120-11, Maintenance and Protection of Work.
12. Section 120-12, Construction.

B. Exceptions

1. Section 120-4.1, Subsoil Excavation: Unsuitable soils shall be those in Classifications A-6, A-7, or A-8 in the American Association of State Highway and Transportation Officials (AASHTO) System.
2. Section 120-4.2, Construction Over Existing Old Road: Where removal of existing pavement is called for, it shall be removed to the full depth as indicated in the cross-sections and replaced with new limerock and paving or other treatment in accordance with the Drawings and details.
3. Section 120-5.3, Disposal of Paving Materials: Disposing of muck on side slopes shall not apply.
4. Section 120-9.2.1, General: Laboratory maximum dry density shall be determined by Modified Proctor, ASTM D1557. Field densities shall be determined by ASTM D1556/D1556M, ASTM D2167, or ASTM D6938.

All embankments shall be compacted to not less than 95% of the maximum dry density, as determined by modified Proctor, ASTM D1557.

5. Section 120-12.1, Construction Tolerances: No tolerance greater than 0.1 foot above or below the plan cross-section will be allowed.

3.02 STABILIZING

A. The following sections of the Standard Specifications shall apply:

1. Section 160-3, Construction Methods.
2. Section 160-4, Acceptance Program.

B. Exceptions

1. Section 160-2.4, Granular Subbase: Contractor may not substitute 6 inches of Granular Subbase for 12 inches of Stabilization unless such substitution is specifically indicated on the Drawings.
2. Section 160-4.2.1.2, Undertolerance in Bearing Value Requirements: no undertolerance will be acceptable.

3.03 LIMEROCK BEARING RATIO AND DENSITIES

A. Stabilized finish grade and stabilized shoulders shall have a minimum LBR value of 40.

B. Field density of stabilized finished grade shall be a minimum of 98% of the Modified Proctor maximum dry density as specified in ASTM D1557 to a minimum depth of 12 inches as shown on the Drawings.

3.04 PRIME AND TACK COATS

A. The following sections of the Standard Specifications shall apply:

1. Section 300-3.1, Pressure Distributor.
2. Section 300-3.2, Sampling Device.
3. Section 300-3.3, Temperature Sensing Device.
4. Section 300-5, Cleaning Base and Protection of Adjacent Work.
5. Section 300-6, Weather Limitations.
6. Section 300-7, Application of Prime Coat.
7. Section 300-8, Application of Tack Coat.

3.05 ROCK BASE

A. The following sections of the Standard Specifications shall apply:

1. Section 200-3, Equipment.
2. Section 200-4, Transporting Rock.
3. Section 200-5, Spreading Rock.
4. Section 200-6, Compacting and Finishing Base.
5. Section 200-7, Acceptance Program.
6. Section 200-8, Priming and Maintaining.

B. Exceptions

1. Section 200-7.2.1, Density: The minimum density that will be acceptable for paved areas will be 98% of the maximum dry density as determined by Modified Proctor, ASTM D1557.
2. Section 200-7.3.1.2, Depth and Surface Testing Requirements: Thickness of base shall be measured at intervals not to exceed 200 feet.

3.06 ASPHALT

A. The following sections of the Standard Specifications shall apply:

1. Section 320-6, Preparation of the Mixture.
2. Section 320-7, Transportation of the Mixture.
3. Section 330-1, Description.
4. Section 330-2, Quality Control (QC) Requirements.
5. Section 330-3, Limitations of Operations.
6. Section 330-4, Surface Preparation.
7. Section 330-5, Paving Equipment.
8. Section 330-6, Placing Mixture.
9. Section 330-7, Compacting Mixture.
10. Section 330-8, Joints.
11. Section 330-9, Surface Requirements.
12. Section 330-10, Protection of Finished Surface.

3.07 CEMENT CONCRETE PAVEMENTS

A. The following sections of the Standard Specifications shall apply:

1. Section 350-3, Equipment.
2. Section 350-4, Subgrade Preparation.
3. Section 350-5, Setting Forms.
4. Section 350-6, Protection from Weather.

5. Section 350-7, Placement of Reinforcement.
6. Section 350-8, Placing Concrete.
7. Section 350-9, Striking-off, Consolidating, and Finishing Concrete.
8. Section 350-10, Final Finish.
9. Section 350-11, Curing.
10. Section 350-12, Joints.
11. Section 350-13, Surface Requirements.
12. Section 350-14, Thickness Determinations.

3.08 PAVEMENT REPAIR

- A. At his own expense the Contractor shall repair all damage to pavement as a result of work under this Contract in a manner satisfactory to the Engineer. Pavement shall be repaired to match the original surface material thickness and original grade. However, the asphalt concrete thickness shall not be less than 2 inches. The repair shall include preparing the subgrade, placing and compacting the applicable base, priming the limerock base, and placing and maintaining the surface treatment as specified in this Section.
- B. The width of all repairs shall extend at least 12 inches beyond the limit of the damage. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

3.09 JOINTS

- A. General pavement joints within asphalt or concrete driveways and roadways and where specified or directed by the Owner and/or Engineer, shall be mechanically sawed butt joints. The edges of asphalt pavement shall be trimmed to straight lines which a roller can follow or formed.

3.10 TRAFFIC STRIPES AND MARKINGS

- A. The following sections of the Standard Specifications shall apply:
 1. Section 711-3, Equipment.
 2. Section 711-4, Application.
 3. Section 711-5, Contractor's Responsibility for Notification.
 4. Section 711-6, Protection of Newly Applied Traffic Stripes and Markings.

END OF SECTION

SECTION 02740
DIRECTIONAL DRILLING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes furnishing all labor, materials, equipment, and incidentals necessary to complete each directional drill installation shown on the Drawings and as specified herein.

1.02 SUBMITTALS

The Contractor shall submit shop drawings in accordance with these Contract Documents.

- A. Contractor Qualifications: Submit statement of qualifications, records, and references for previous similar jobs. Submit a minimum of three projects completed within the past 5 years that include directional drilling of 18-inch-diameter piping, with at least one project drilling 24-inch-diameter piping or larger, and at least one of these three projects covering a drill length of over 1,000 feet.
- B. Product Pipe: Submit manufacturer's catalog data for the product pipe as required in the pipe specifications. The product data shall also include the dimension ratio, minimum allowable bending radius, and the safe pull force for each product pipe being installed by directional drill.
- C. Drilling Fluids: Submit a complete list of all drilling fluids, additives, and mixtures to be used along with Material Safety Data Sheets and protocols for mixing, handling, and disposal.
- D. Software: Submit indication of the software that the Contractor will use to perform analyses in accordance with Article 1.03, Quality Assurance.
- E. Analyses: Submit software analyses results in accordance with Article 1.03, Quality Assurance.
- F. Contingency Plan: Submit a hydraulic fracture (frac-out) contingency plan in accordance with Article 1.03, Quality Assurance.
- G. Equipment: Submit a description of the rig(s) proposed for the project at each location, showing the method of control of the boring head, head type, pulling force of the equipment, age, reamer type(s), manufacturer type, and other

germane information. This information shall demonstrate that the equipment pulling force is at least 1.25 the maximum calculated peak-pulling requirement.

- H. Certificates: Submit statement that Contractor has inspected the drill equipment including the drill rod and determined that they are in satisfactory condition for its intended use.
- I. Record Drawings: Submit an electronic copy and three hard copies of the record drawings within 5 days after completing the pull back in accordance with the Article 1.06, Record Drawings.
- J. Drilling Logs: Maintain and submit prior to substantial completion complete drilling logs of guided directional drill operations.

1.03 QUALITY ASSURANCE

- A. The proposed product pipe installation lengths, depths, and curvatures presented on the Drawings are for bidding purposes only. The Contractor shall be solely responsible for the successful installation of each product pipe. The Contractor shall analyze each installation and make modifications necessary to successfully install each product pipe.
- B. The Contractor shall analyze each installation using BoreAid TM, DrillPath TM, or other approved software and perform hand calculations as necessary if Contractor's software is not capable performing all of the required analyses. The results of the analyses/calculations shall be submitted and shall include as a minimum the following:
 - 1. Proposed entry and exit angles.
 - 2. Proposed radii of curvature for all directional changes.
 - 3. Proposed profile and drill path. The profile shall show ground surfaces, waterway bottoms/beds (if applicable), and proposed product pipe installation.
 - 4. Product pipe deflection, buckling, external pressure, and stress calculations demonstrating that the forces/stresses exerted on the product pipe during and after installation will not exceed 80% of the manufacturer's safe limits.
 - 5. Pull back force calculations demonstrating that peak pulling requirement does not exceed 80% of the manufacturer's safe pull pack force.
 - 6. Maximum borehole pressure calculations and demonstration that the maximum borehole pressure will not result in a hydraulic fracture (frac-out).
 - 7. Method of buoyancy control (if required/used) to reduce forces/stresses exerted on the product pipe.

- C. The Contractor shall submit a frac-out contingency plan that describes frac-out planning, prevention, monitoring, response, notification to the Owner and regulatory agencies, and cleanup procedures.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Delivery, storage, and handling shall be in accordance with these Contract Documents and the additional requirements herein.
- B. Inspect materials delivered to the site for damage. All materials found during inspection or during the progress of work to have cracks, flaws, surface abrasions, or other defects shall be rejected and removed from the job site.
- C. Disposal of fluids is the responsibility of the Contractor. Disposal of fluids shall be done in a manner that comply with all permits and applicable federal, state, and local regulations.

1.05 QUALIFICATIONS

- A. The Contractor's superintendent and driller assigned to this project must be experienced in work of this nature and must have successfully completed a minimum of five similar projects of similar length, pipe type, pipe size, and soil type using directional drilling in the last 3 years. Conventional open-trenching experience or bore-and-jacking experience will not be acceptable substitutes for directional drilling experience.
- B. As part of the bid submission, the Contractor shall submit documentation of such project(s). The documentation for experience shall include but not be limited to the following:
 - 1. Name(s) and description(s) of project(s).
 - 2. Résumés of project manager, superintendent, and driller assigned to the specific project.
 - 3. Pipe type(s), diameter(s), and lengths.
 - 4. Type and manufacturer of equipment used.
 - 5. Soil conditions encountered.
 - 6. Start and completion dates.
 - 7. Contact names, numbers, and addresses.

1.06 RECORD DRAWINGS

- A. The record drawings shall include a plan, profile, and all information recorded during the progress of the work. The record drawings shall be tied to the project's

survey control. Record Drawings shall also meet all requirements of Section 01785, Record Documents.

1.07 DEFINITIONS

- A. *Horizontal Directional Drilling (HDD)*: A steer-able system for the underground installation of pipes, conduits, and cables using a surface launched rig. A pilot bore is drilled using a rotating drill string and then is enlarged by a back reamer to the size required for the product pipe. The necessary deviation during pilot boring is provided by a slanted face to the drill head, an asymmetric drill head, eccentric fluid jets, or a combination of these, usually in conjunction with an aboveground electronic locator or a remote guidance system.
- B. *Maxi (Conventional) HDD*: Typically used for the largest-diameter pipelines/conduits and longest length installations. Pipe diameters are typically 18 inches or larger, lengths can exceed 1,000 feet, and the pullback force is typically in excess of 70,000 pounds. The drill string is usually remote tracked, provided from sensors near the leading end of the drill string.
- C. *Mini HDD*: Typically used for the smaller diameter pipelines/conduits and for shorter distances. Pipe diameters are typically 6 inches or smaller, lengths are less than 600 feet, and pullback forces are up to 20,000 pounds. The drill string is typically tracked with a surface-held walkover transmitter/receiver.
- D. *Midi HDD*: Typically used for intermediate sizes and lengths of pipelines/conduits. Pipelines are typically between 6 inches and 18 inches diameter, lengths are up to 1,000 feet, and pullback forces from 20,000 to 70,000 pounds. Midi HDD equipment may employ similar capabilities to the Maxi HDD rigs but have more limitations on capacity. The drill string is typically tracked with a surface held walkover transmitter/receiver.

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Boring equipment shall be matched to the conditions of the project and shall have a pulling force at least 1.25 the maximum calculated peak-pulling requirement for each installation given the site-specific conditions.
- B. Boring equipment shall have a mechanical drilling rig with a controlled directional boring head using either a fluid or mechanical cutting head (or combination of both), assisted and cooled by an approved drilling fluid of low pressure and volume.

- C. The location/tracking system employed for determining the location of the drilling head during the pilot bore shall include but not be limited to the position of the boring head, the roll angle, the tilt angle, depth below grade, temperature of data transmitter, and remaining battery life.
- D. The Contractor shall select the appropriate drill equipment, which at least meets the minimum requirements established in this specification, to be used for this project.
- E. The drill equipment including rod shall be inspected and approved for use by the Contractor prior to arrival at the work site.

2.02 DRILLING FLUIDS

- A. A high-quality drilling fluid shall be used to ensure hole stability, cuttings transport, bit and electronics cooling, and hole lubrication to reduce drag on the drill pipe and the product pipe. Composition of the fluid must comply with all federal, state, and local environmental regulations.
- B. The drilling fluid shall be a bentonite slurry mixed with potable or reclaimed water (of proper pH) to ensure no contamination is introduced into the soil during the drilling, reaming, or pipe installation process. Contractor is responsible for any required pH adjustments. A polymer-based slurry will be considered only if the Contractor demonstrates that a bentonite slurry will not be suitable for this project and the proposed polymer slurry is acceptable to the Florida Department of Environmental Protection. Drilling fluids that are petroleum-based or that contain additives that may contaminate the surrounding soils or groundwater shall not be allowed.
- C. The type of proposed drilling fluid with a complete listing of all additives along with Material Safety Data Sheets shall be submitted for approval before work begins.
- D. Potable water or reclaimed water will be made available to the Contractor. This water will be metered and invoiced to the Contractor at the current effective rate.

2.03 PRODUCT PIPE

- A. The nominal diameter and material type of each product pipe shall be as shown on the Drawings.
- B. High-density polyethylene (HDPE) pipe shall conform to the requirements of Section 15146, High-Density Polyethylene (HDPE) Pipe. The maximum

dimension ratio (i.e., the thinnest allowable wall thickness) for HDPE pipe being installed by direction drill shall be 11 (DR11).

PART 3 EXECUTION

3.01 GENERAL

- A. No work or drilling shall commence until the Contractor has submitted the required information and received written approval from the Owner regarding the drill path and related procedures.
- B. The Contractor shall locate all utilities, structures, etc. within the construction area before any work begins and before equipment is mobilized.
- C. Before drilling operations begin, all erosion control devices and dewatering shall be in-place and functional.
- D. The boring rig shall be sufficiently and adequately anchored for the task.
- E. Directional drilling equipment machine safety requirements shall include common grounding system to prevent electrical shock in the event of underground electrical cable strike. The grounding system shall connect all pieces of interconnecting machinery; the drill, mud mixing system, drill power unit, drill rod trailer, operator's booth, worker grounding mats, and any other interconnected equipment to a common ground. The drill shall be equipped with an "electrical strike" audible and visual warning system that will notify the system operators of an electrical strike.
- F. The Contractor shall conform to all requirements of Section 02305, Earthwork for Utilities, including but not limited to, excavation, protection of persons and property, sheeting and shoring, backfill and compaction, and disposal of excess and waste materials.
- G. The Contractor shall be responsible for transporting, containing, and storing any water required for the drilling operations, cleanup, and other needs.
- H. All drilling fluid excess shall be contained in entry and/or exit pits and pumped/treated/stored as needed to preclude spills and escape to the surrounding environment. Ensure that entry and exit pits are of sufficient size and volume to contain the expected return of drilling fluids and cuttings.
- I. Drilling fluid returns can be collected in the entrance pit, exit pit, or spoils recovery pit. The Contractor shall immediately clean up any drilling fluid spills or overflows from these pits.

- J. Disposal of the drilling fluids shall be the responsibility of the Contractor and shall be conducted in compliance with all relative environmental regulations, right-of-way and workspace agreements, and permit requirements.
- K. The product pipe shall be installed within the limits indicated on the Drawings.

3.02 DRILL SET-UP AND PITS

- A. The Contractor may use the set-up areas identified on the Drawings. If additional areas are required, the Contractor shall be responsible for coordinating the additional areas at no additional cost to the Owner.
- B. Drill entrance and exit pits are required. The Contractor shall be responsible for design and construction of the drill entrance and exit pits. Pit locations shall be coordinated with the Owner.
- C. The drill entrance and exit pits shall be maintained at minimum size to allow only the minimum amount of drilling fluid storage prior to transfer to mud recycling or processing system or removal from the site.
- D. Drilling mud shall not be allowed to flow freely on the site or around the entrance or exit pits. Erosion and sediment control devices shall be set up around each pit. Mud spilled shall be removed as soon as possible and the ground restored to original condition. Pits shall be shored to OSHA standards and the requirement of Section 02305, Earthwork for Utilities.

3.03 DRILL ENTRANCE AND EXIT ANGLE

- A. The entrance and exit angles shall such that the elevation profile maintains adequate cover to reduce risk of frac-out and that ground exit occurs as specified herein. Contractor shall be responsible for ensuring that entrance and exit angles ensure pullback forces do not over stress the pipe.
- B. In no case shall the entry or exit angles of the installed pipeline shall be less than 8 degrees from the horizontal and or more than 18 degrees from the horizontal.
- C. In addition to the allowable limits of Article 3.04, Pilot Hole, the entry and exit angles shall be in accordance with those used in the analyses performed in Article 1.03, Quality Assurance.

3.04 PILOT HOLE

- A. A pilot hole shall be drilled for all product pipe installations 6-inch-diameter and larger.
- B. The type and size of the pilot string cutting head and the diameter of the drill rod shall be selected by the Contractor for each specific application.
- C. The cutting head shall be assisted by and cooled by drilling fluid of low pressure and volume.
- D. The pilot hole shall be drilled along the approved path. Pilot hole tolerances are as follows:
 - 1. Vertical Tolerance: Provide cover in accordance with the approved profile developed under Article 1.03, Quality Assurance.
 - 2. Horizontal Tolerance: 3 feet from the centerline of the product pipe.
 - 3. Curve Radius: No curve will be accepted with a radius less than 1.25 times the manufacturer's recommended minimum bending radius for the product pipe being installed by directional drill. NOTE: There are additional stresses imposed on the product pipe due to pulling it around curves versus bending the product pipe in a trench. The minimum bending radius for a product pipe installed by direction drill is greater than the minimum bending radius for the same product pipe installed in a trench.
 - 4. Entry Point Location: The pilot hole entry point shall be established by the Contractor.
 - 5. Exit Point Location: The exit point location shall be established by the Contractor.
 - 6. The installed pipeline cover requirements as shown on the drawings and as specified herein shall not be violated.
- E. If significant differing soils or strata from those provided in the geotechnical data and reports are encountered during the pilot boring, the Contractor shall be responsible for changing the drill head and slurry and other means as may be appropriate to complete the bore.
- F. The Contractor shall adjust the viscosity of the drilling fluid to match the conditions of the project. The Owner shall bear no responsibility for loss of drilling fluid or loss of drilling equipment if an obstacle or unknown condition is encountered during the work.
- G. The Owner shall not be responsible for underground obstacles (such as boulders, tree stumps, loose and unconsolidated soils, hard rock, or utilities) or structures that may be encountered during the work.

- H. If hydraulic fracture occurs, the Contractor shall implement the approved frac-out contingency plan and repair all related damages, cleanup of fluids, and make corrections to preclude future events. Such corrections may include but not be limited to re-profiling the bore or changing the viscosity of the drilling fluid or plugging the fracture or a combination of these. If the borehole is abandoned and an alternate route is chosen, the abandoned borehole shall be filled with excavatable, flowable fill.
- I. Where construction activities are close to or under water bodies (lakes, creeks, canals, retention basins) or wetlands, special attention shall be given to the proposed profile to ensure that hydraulic fracture does not occur under the water feature. Additionally, silt fences and similar approved erosion control devices shall be used to protect the water body(s) from the construction activities.

3.05 BACK-REAMING

- A. Back-reaming shall be required for all product pipe installation 6-inch-diameter and larger.
- B. The type of back-reamer to be used shall be determined by the type of subsurface soil conditions that are encountered during the pilot hole drilling operation. The back-reamer type shall be selected by the Contractor for each specific application.
- C. Back-reaming shall be conducted in single or multiple passes of the borehole and shall enlarge the borehole to at least 1.4 times the outer diameter of the product pipe to be installed. Larger reaming may be required depending on subsurface conditions encountered. The number of back-reaming passes and the borehole size, provided the minimum requirements are met, shall be the Contractor discretion.

3.06 PULL BACK

- A. Unless approved otherwise, the entire product pipeline to be installed via directional drill shall be fully assembled prior to commencement of pull back operations.
- B. The product pipeline shall be supported during pullback operations in a manner to enable it to move freely and prevent damage. Properly spaced rollers and at proper heights shall be used to transition the product pipe from the horizontal to oblique positions for insertion into the borehole.
- C. Unless approved otherwise, the product pipeline shall be installed in one continuous pull.

- D. The product pipe shall be installed with a continuous #10-gauge tracer wire of sufficient type to remain intact and usable upon completion of the installed product pipe.
- E. Torsional stress shall be minimized by using a swivel to connect the pull section to the reaming assembly.
- F. Maximum allowable tensile force imposed on the pull section shall not exceed 80% of the pipe manufacturer's safe pull (or tensile) strength. If the pull section is made up of multiple pipe size or materials, the lowest safe pull strength value shall govern and the maximum allowable tensile force shall not exceed 80% of this value.
- G. External pressure shall be minimized during installation of the pullback section in the reamed hole. Damaged pipe resulting from external pressure shall be replaced at no cost to the Owner. Buoyancy modification shall be at the discretion of the Contractor.
- H. The Contractor shall take precautions to protect the product pipeline from damage and marring during the installation and pullback operation. Such precautions shall include but not be limited to using rollers, pulleys, idlers, and trunnions.
- I. After pullback is completed, the Contractor shall “rest” the product pipeline to allow for any contraction and shrinkage for at least 24 hours. No additional work on the pulled product pipeline shall be allowed during the resting period.

3.07 GUIDANCE SYSTEMS

- A. Walkover guidance systems are acceptable for this project. A magnetic survey tool located behind the pilot string cutting head shall also be used for this project.

3.08 DOCUMENTATION

- A. The Contractor shall maintain drilling logs that accurately provide drill bit entry location (Station/offset or northing and easting), drill bit location (both horizontally and vertically) at least every 15 feet along the drill path. In addition, logs shall be kept that record, as a minimum, the following every 15 minutes throughout each drill pass, back-reaming pass, or product pipe installation pass:
 - 1. Drilling fluid pressure.
 - 2. Drilling fluid flow rate.
 - 3. Drilling fluid temperature.
 - 4. Drill thrust force.

- 5. Drill pullback force.
- 6. Drill head torque.

- B. Each day, the Contractor shall also record the total amount of drilling mud used and viscosity of the drilling mud. If the viscosity of the drilling mud is changed, the Contractor shall record the new viscosity and the time the mud viscosity was changed.

- C. Samples of each log sheet shall be submitted to the Owner for approval before work begins.

- D. The Owner shall have access to instrumentation, readings, and logs at all times during operation.

- E. After the pull is completed, the Contractor shall provide record drawing information of the installed product pipeline. The record drawing information shall provide the horizontal and vertical location of the product pipeline tied to the project control datum. At a minimum, the entry and exit locations, angles, and elevations shall be recorded, and the locations and depths of the product pipeline shall be recorded at intervals along the entire length of the profile. For profiles under non-submerged surfaces, the interval shall be 10 feet. For profiles under submerged surfaces (such as a lake, stream, canal, or river), the interval shall be 20 feet. This information shall be provided to the Owner within 7 calendar days after the completion of each bore path.

3.09 MAINTENANCE OF TRAFFIC

- A. During assembly and pullback of the pipe, the pipe must be laid out in such a way to minimize disrupting and interfering with vehicular and pedestrian traffic or other operational conflicts that the Owner identify.

- B. The Contractor shall be responsible for safe maintenance of pedestrian and vehicular of traffic. If the construction activities require such action a maintenance-of-traffic plan shall be submitted to the FDOT for approval before work begins. The plan shall be in accordance with Florida Department of Transportation Standard Index 600 Series and Technical Specifications. The plan preparer shall be certified by FDOT.

3.10 UTILITY LOCATES

- A. The Contractor shall locate all utilities before the start of excavation or drilling. The Contractor shall be responsible for damage to utilities and shall repair damaged utilities at no cost to the Owner.

3.11 CLEANUP

- A. Immediately upon completion of work of this Section, all rubbish and debris shall be removed from the job site. All construction equipment and implements of service shall be removed and the entire area involved shall be left in a neat condition acceptable to the Owner.
- B. "Blow holes" or "breakouts" of drilling fluid to the surface shall be cleaned up immediately and the surface area returned to its original condition. All drilling fluids, spoils, and separated materials shall be disposed of in compliance with federal, state, and local environmental regulations.
- C. After the product pipe installation is completed, the Contractor shall restore the pits and drill rig anchors and work areas to their pre-construction or better condition. Seeding shall not be allowed in lieu of sod unless granted in writing by the Owner.

END OF SECTION

SECTION 02820
CHAIN-LINK FENCES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes the following:
 - 1. Galvanized steel chain-link fabric.
 - 2. Galvanized steel framework.
 - 3. Grounding and bonding.

1.02 SUBMITTALS

The Contractor shall submit shop drawings in accordance with the Contract Documents:

- A. Product Data: Provide material descriptions, construction details, dimensions of individual components and profiles, and finishes for the products specified in this Section.
- B. Product Certificates: Signed by manufacturers of chain-link fences and gates certifying that products furnished comply with requirements.
- C. Field Test Reports: Indicate and interpret test results for compliance of chain-link fence and gate grounding and bonding with performance requirements.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. American Concrete Institute (ACI)
 - 1. ACI 301—Specifications for Structural Concrete.
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM A53/A53M—Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

2. ASTM A392—Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
3. ASTM A824—Standard Specification for Metallic-Coated Steel Marcellled Tension Wire for Use With Chain Link Fence.
4. ASTM C33/C33M—Standard Specification for Concrete Aggregates.
5. ASTM C94—Standard Specification for Ready-Mixed Concrete.
6. ASTM C150/C150M—Standard Specification for Portland Cement.
7. ASTM C387/C387M—Standard Specification for Packaged, Dry, Combined Materials for Concrete and High Strength Mortar.
8. ASTM F567—Standard Practice for Installation of Chain-Link Fence.
9. ASTM F626—Standard Specification for Fence Fittings.
10. ASTM F900—Standard Specification for Industrial and Commercial Steel Swing Gates.
11. ASTM F1043—Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework.
12. ASTM F1083—Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.

C. Institute of Electrical and Electronics Engineers (IEEE)

1. IEEE C2—National Electrical Safety Code (NESC).
2. IEEE 81—Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System.

D. Occupational Safety and Health Administration (OSHA)

1. 29 CFR 1910.7—Definition and Requirements for a Nationally Recognized Testing Laboratory.

E. Underwriters Laboratories (UL)

1. UL 467—Grounding and Bonding Equipment.

1.04 QUALITY ASSURANCE

- A. Source Limitations for Chain-Link Fences and Gates: The Contractor shall obtain each color, grade, finish, type, and variety of component for chain-link fences and gates from one source with resources to provide chain-link fences and gates of consistent quality in appearance and physical properties.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall adhere to the requirements specified in the Contract Documents, for storing and protecting the items specified in this Section.

- B. Delivery, storage, and handling shall be in accordance with the manufacturer's recommendations.

1.06 QUALIFICATIONS

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

1.07 TESTING REQUIREMENTS

- A. Testing Agency Qualifications: A testing agency as defined by OSHA in 29 CFR 1910.7 or a member company of the International Electrical Testing Association and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: A person currently certified by the International Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

1.08 PROJECT CONDITIONS

- A. Field Measurements: The Contractor shall verify layout information for chain-link fences and gates shown on the Drawings in relation to the property survey and existing structures. Verify dimensions by field measurements.

1.09 DEFINITIONS

- A. *CLFMI*: Chain Link Fence Manufacturers Institute.

PART 2 PRODUCTS

2.01 GENERAL (NOT USED)

2.02 CHAIN-LINK FENCE FABRIC

- A. Steel Chain-Link Fence Fabric: The Contractor shall provide fabric fabricated in one-piece widths for the fencing height shown on the Drawings. Comply with CLFMI's *Product Manual* and with requirements indicated below:
 - 1. Mesh and Wire Size: 2-inch mesh, 0.192-inch diameter.

2. Zinc-Coated Fabric: ASTM A392, with zinc coating applied to steel wire mesh fabric after weaving with the following minimum coating weight:
 - a. Class 2: Not less than 2 ounces/square foot (oz/sq.ft.) of uncoated wire surface.
 3. Coat selvage ends of fabric that is metallic coated during the weaving process with manufacturer's standard clear protective coating.
- B. Selvage: Twisted at top selvage and knuckled at bottom.

2.03 FENCE FRAMING

- A. Round Steel Pipe: Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F1083. Comply with ASTM F1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8-oz/sq.ft. zinc, and the following strength and stiffness requirements:
1. Line, End, Corner, and Pull Posts and Top Rail: In accordance with requirements for Heavy Industrial Fence.
- B. Post Brace Rails: Match top rail for coating and strength and stiffness requirements. Provide brace rail with truss rod assembly for each gate, end, and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly, for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts.
- C. Top Rails: Fabricate top rail from lengths 21 feet or longer, with swedged-end or fabricated for expansion-type coupling, forming a continuous rail along the top of chain-link fabric.
- D. Intermediate Rails: Match top rail for coating and strength and stiffness requirements.
- E. Bottom Rails: Match top rail for coating and strength and stiffness requirements.

2.04 TENSION WIRE

- A. General: The Contractor shall provide horizontal tension wire at the following locations:
1. Extended along top and bottom of fence fabric.

- B. Metallic-Coated Steel Wire: 0.177-inch-diameter, marcelled tension wire complying with ASTM A824 and the following:
 - 1. Coating: Type II, zinc coated (galvanized) with the following minimum coating weight:
 - a. Matching chain-link fabric coating weight.

2.05 FITTINGS

The Contractor shall do the following:

- A. General: Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F626.
- B. Post and Line Caps: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide weathertight closure cap for each post.
 - 1. Provide line post caps with loop to receive or top rail.
- C. Rail and Brace Ends: Hot-dip galvanized pressed steel or hot-dip galvanized cast iron. Provide rail ends or other means for attaching rails securely to each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
 - 1. Top Rail Sleeves: Hot-dip galvanized pressed steel or round steel tubing not less than 6 inches long.
 - 2. Rail Clamps: Hot-dip galvanized pressed steel. Provide line and corner boulevard clamps for connecting bottom rails in the fence line to line posts.
- E. Tension and Brace Bands: Hot-dip galvanized pressed steel.
- F. Tension Bars: Hot-dip galvanized steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide one bar for each gate and end post and two for each corner and pull post unless fabric is integrally woven into post.
- G. Truss Rod Assemblies: Hot-dip galvanized steel rod and turnbuckle or other means of adjustment.

- H. Tie Wires, Clips, and Fasteners: Provide the following types according to ASTM F626:
 - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
 - a. Hot-Dip Galvanized Steel: 0.148-inch-diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
 - 2. Power-driven fasteners.
 - 3. Round Wire Hog Rings: Hot-dip galvanized steel for attaching chain-link fabric to horizontal tension wires.
- I. Pipe Sleeves: For posts set into concrete, provide preset hot-dip galvanized steel pipe sleeves complying with ASTM A53/A53M, not less than 6 inches long with inside dimensions not less than 1/2 inch more than the outside dimension of the post and flat steel plate forming bottom closure.

2.06 CAST-IN-PLACE CONCRETE

- A. General: The Contractor shall comply with ACI 301 for cast-in-place concrete.
- B. Materials: Portland cement complying with ASTM C150, aggregates complying with ASTM C33/C33M, and potable water for ready-mixed concrete complying with ASTM C94.
 - 1. Concrete Mixes: Normal-weight concrete with not less than 3,000 psi compressive strength (28 days), 3-inch slump, and 1 inch maximum size aggregate.
- C. Materials: Dry-packaged concrete mix complying with ASTM C387 for normal-weight concrete mixed with potable water according to the manufacturer's written instructions.

2.07 FENCE GROUNDING

- A. Conductors: Bare, copper solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.
- B. Connectors and Ground Rods: Listed in UL 467:
 - 1. Connectors for Below-Grade Use: Exothermic welded type.

2. Ground Rods: Copper-clad steel.
 - a. Size: 5/8 inch by 96 inches.

PART 3 EXECUTION

3.01 EXAMINATION

- A. The Contractor shall examine areas and conditions with the installer present for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.
 1. Do not begin installation before final grading is completed.
 2. Verify limits of existing wetlands to be traversed.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. The Contractor shall stake locations of fence lines, gates, and terminal posts. Locate all utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments within the proposed fencing and gate layout shown on the Drawings and report any interferences with these structures or utilities to the Engineer before beginning work.

3.03 INSTALLATION, GENERAL

The Contractor shall do the following:

- A. General: Install chain-link fencing to comply with ASTM F567 and more stringent requirements specified.
 1. Install fencing on existing fence alignment.
- B. Post Setting: Set posts in concrete footing. Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Verify that the posts are set plumb, aligned, and at the correct height and spacing, and hold the posts in position during placement and finishing operations until the concrete is sufficiently cured.
 1. Dimensions and Profile: All posts shall be embedded 2 feet into concrete and have a finished height aboveground matching the existing post height aboveground.

2. Exposed Concrete Footings: Extend concrete 1-1/2 inches above grade, smooth, and shaped to shed water.

3.04 CHAIN-LINK FENCE INSTALLATION

The Contractor shall do the following:

- A. Line Posts: Space line posts uniformly at 10 feet o.c.
- B. Tension Wire: Install according to ASTM F567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch-diameter hog rings of the same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric.
 1. Bottom Tension Wire: Install tension wire within 6 inches of the bottom of the fabric and tie to each post with not less than the same gauge and type of wire.
- C. Top Rail: Install according to ASTM F567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended by the fencing manufacturer.
- D. Intermediate Rails: Install in one piece at post-height center span, spanning between posts, using fittings, special offset fittings, and accessories.
- E. Bottom Rails: Install, spanning between posts, using fittings and accessories.
- F. Chain-Link Fabric: Apply fabric to inside of enclosing framework. Leave 2 inches between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- G. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.
- H. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180° and attach the other end to chain-link fabric in accordance with ASTM F626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts 12 inches o.c. and to braces 24 inches o.c.
- I. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side.

3.05 GROUNDING AND BONDING

The Contractor shall do the following:

- A. Fences Enclosing Electrical Power Distribution Equipment: Ground as required by IEEE C2, unless otherwise indicated.
- B. Grounding Method: At each grounding location, drive a ground rod vertically until the top is 6 inches below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location, including the following:
 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 2. Make connections with clean, bare metal at points of contact.
 3. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- C. Bonding Method for Gates: Connect bonding jumper between the gate post and gate frame.
- D. Connections: Make connections so the possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

END OF SECTION

SECTION 02920
SEEDING AND SODDING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall provide all materials, equipment, labor, and work to construct the project in accordance with the Contract Documents. No time extensions shall be given to the Contractor for not establishing a grass or sod cover during the "proper" planting season.
- B. This work includes but is not limited to the following items specified in this Section:
 - 1. Placing sod to provide grass as finished ground cover at all unpaved disturbed areas of the site, including the entire areas of the ponds shall be as indicated on the Contract Drawings.

1.02 SUBMITTALS

- A. The Contractor shall submit shop drawings in accordance with the Contract Documents.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2017:
 - 1. FDOT Section 162—Prepared Soil Layer.
 - 2. FDOT Section 570—Performance Turf.
 - 3. FDOT Section 981—Turf Materials.
 - 4. FDOT Section 982—Fertilizer.
 - 5. FDOT Section 983—Water for Grassing.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall adhere to the requirements specified in the Contract Documents for storing and protecting the items specified in this Section.
- B. Deliver, store, protect, and handle products to the site to prevent damage from wetness and weather conditions.
- C. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- D. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of the manufacturer.

1.05 MAINTENANCE

- A. Maintenance shall be as indicated under Part 3, Execution, of this Section.

1.06 DEFINITIONS

- A. Weeds: Weeds include but are not limited to Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.07 REGULATORY REQUIREMENTS

- A. The Contractor shall comply with regulatory agencies for fertilizer and herbicide composition.

PART 2 PRODUCTS

2.01 GENERAL (NOT USED)

2.02 MATERIALS

- A. Topsoil
 - 1. Topsoil shall be supplied and installed in accordance with FDOT Standard Section 162.

B. Fertilizer

1. Fertilizer shall be a complete, commercial-grade mixture of 12-8-8 analysis.
2. Fertilizer shall conform to applicable state laws for the material used.
3. Commercial-grade mixture shall conform to FDOT Standards, Section 982.

C. Mulch

1. Mulch shall conform to FDOT Standards, Section 981.
2. Mulch shall be dry grain straw or hay, free of noxious weeds.
3. Mulch shall be thoroughly cured and dried before use.
4. Forest litter, pine needles, or Spanish Moss will not be acceptable.

D. Sod

1. Sod shall conform to FDOT Standards Section 981. A thick stand of grass shall be provided at all locations.
2. Sod shall match existing or shall be Argentine Bahia upon approval from the Owner.
3. Sod planted on private properties shall match the existing sod when practical.

E. Water

1. The water used to produce grass may be obtained from any approved source, in accordance with FDOT Section 983. The water shall be free of excess and harmful chemicals, acids, alkalis, and all substances which may be harmful to plant growth or obnoxious to traffic. Salt or brackish water shall not be used. The Contractor shall arrange to secure and pay for water. The Contractor shall make all provisions necessary to water until a thick stand of grass is established.

PART 3 EXECUTION

3.01 FERTILIZING

- A. Fertilizer shall be applied uniformly on the surface of the ground at a minimum rate as specified in Section 570 of FDOT Specifications. It shall be mixed into the soil with a disk harrow, where practicable, or by hand-raking in areas of limited accessibility. Mixing shall be continued until the fertilizer is uniformly incorporated into the top 3 inches of soil.

3.02 MULCHING

- A. After spreading and mixing the fertilizer, the Contractor shall apply approximately 2 inches, loose thickness, of the mulch material uniformly over the grassing area and cut into the soil to produce a loose mulch thickness of 3 to 4 inches, in accordance with Section 570 of FDOT Specifications. Care shall be exercised to prevent the mulch from being cut too deeply into the soil.

3.03 SODDING

- A. Application shall be in accordance with FDOT Standards, Section 575.

3.04 WEED CONTROL

- A. The Contractor shall apply herbicides as required and as recommended by the County Agricultural Agent. Herbicides shall only be applied as needed.

3.05 COMPACTION

- A. Immediately after the seeding is complete, the entire grassed or mulched area shall be compacted with a light roller. Rolling shall be continued until the area is firmly but not tightly packed.

3.06 EQUIPMENT

- A. All equipment used in the operation of grassing shall be adequate to produce the required results. Equipment for placing mulch material into the soil shall be suitable for cutting the specified materials uniformly into the soil and to the required controlled depth. Rollers shall have corrugated or notched surfaces and shall be at least 12 inches in diameter. Smooth surface rollers will not be permitted.

3.07 GROUND COVER DATA

- A. Planting dates, types of seeds, seed mixtures, and rates of application shall be as set forth in this Section. No changes may be made in the ground cover type without the approval of the Owner.

3.08 GROUND COVER ESTABLISHMENT

- A. General Requirements
 - 1. The Contractor shall provide ground cover (sod and seed) establishment of the specified permanent vegetation before final acceptance of the project

with no dead areas of ground cover. Groundcover (sod and seed) establishment shall consist of necessary preserving and protecting to keep the grassed areas in a satisfactory condition. The Contractor shall water the grassed areas as long and as often as necessary to promote maximum practicable growth. At any time, the Owner may require replanting an area or portion of an area which, for any cause, shows unsatisfactory growth. Except as otherwise specified or permitted by the Owner, the Contractor shall prepare areas to be replanted in accordance with the requirements of the Specifications as if such replanting were the initial planting. However, the type of fertilizer and the applicable rate of fertilizer to be furnished and applied by the Contractor as part of plant establishment occasioned by replanting shall be determined by soil tests or otherwise established.

B. Growth and Coverage

1. The Contractor shall be responsible for providing satisfactory growth and coverage as defined below. Growth and coverage shall be considered acceptable when all areas show a satisfactory visible growth with no bare spots larger than 1 square foot. Bare spots shall be scattered, and the total bare areas should not comprise more than 1/100 of any given area.

3.09 EXTENT OF SOD/GRASS MAINTENANCE

- A. The Contractor is responsible for all sod and grass maintenance until the date of final completion of the project. Sod and grass maintenance includes cutting, watering, fertilizing, re-seeding, and re-sodding as required to maintain the required coverage of healthy, vibrant grass and sod cover.

END OF SECTION

DIVISION 15
MECHANICAL

SECTION 15055
PIPING SYSTEMS—GENERAL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Specification describes responsibilities and requirements for Piping Systems including the following:
 - 1. Labor, materials, tools, equipment, and services to be furnished in accordance with the provisions of the Contract Documents. The materials to be used for the piping systems shown in the Drawings.
 - 2. Coordination of work with other trades.
 - 3. Furnishing and installing all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, and complete installation, although such work is not specifically indicated.
 - 4. Furnishing Record Drawings and documents for piping systems.

1.02 SUBMITTALS

The Contractor shall submit the following in accordance with the Contract Documents:

- A. If the Contractor deviates from the piping layout as shown on the Contract Drawings, the Contractor shall submit scaled piping drawings showing locations and dimensions to and from fittings, valves, tanks, equipment, structures, and related appurtenances. Provide scaled drawings to a minimum scale of 1 inch equals 10 feet. Provide details to minimum scale of 1/8 inch equals 1 foot. Elevations shall correspond to reference vertical elevation datum shown or provided for this project.
- B. Copies of any manufacturer's written directions regarding material handling, delivery, storage, and installation.
- C. Record piping drawings shall meet the requirements of the Contract Documents. During the work, the Contractor shall maintain accurate, up-to-date Record Drawings of piping systems installed in the project, including pre-existing piping discovered, relocated, or at locations other than as originally shown on the Drawings. When the work is completed and accepted by the Owner and the Engineer, the Contractor shall submit Record Drawings in accordance with the Contract Documents. The Contractor shall identify complete location, elevations, and description of piping systems. Piping systems and fittings are to be identified from three points on structures and/or stationary appurtenances.

- D. Submit copies of forms documenting required field pressure testing work and results.
- E. Submit welding certificate copies.
- F. Submit certified copies of mill test reports for bolts and nuts, including coatings if specified. Provide recertification by an independent domestic testing laboratory for materials originating outside of the United States.
- G. Submit manufacturer's data sheet for gaskets supplied showing dimensions and bolting recommendations.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. American Society of Mechanical Engineers (ASME)
 - 1. ASME B1.1—Unified Inch Screw Threads (UN and UNR Thread Forms).
 - 2. ASME B1.20.1—Pipe Threads, General Purpose (Inch).
 - 3. ASME B16.21—Nonmetallic Flat Gaskets for Pipe Flanges.
 - 4. ASME B18.2.1—Square, Hex, Heavy Hex, and Askew Head Bolts, and Hex, Heavy Hex, Hex Flange, Lobed Head, and Lag Screws (Inch Series).
 - 5. ASME B18.2.2—Nuts for General Applications: Machine Screw Nuts, Hex, Square, Hex Flange, and Coupling Nuts (Inch Series).
 - 6. ASME B31.1—Power Piping.
 - 7. ASME B31.3—Process Piping.
 - 8. ASME BPVC—Boiler and Pressure Vessel Code.
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM A183—Specification for Carbon Steel Track Bolts and Nuts.
 - 2. ASTM A193/A193M—Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications.
 - 3. ASTM A194/A194M—Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High-Pressure or High-Temperature Service, or Both.
 - 4. ASTM A307—Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength.

5. ASTM D1330—Standard Specification for Rubber Sheet Gaskets.
 6. ASTM F467—Standard Specification for Nonferrous Nuts for General Use.
- C. American Water Works Association (AWWA)
1. AWWA C111/A21.11—Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 2. AWWA C207—Steel Pipe Flanges for Waterworks Service, Sizes 4-Inch through 144-Inch (100 mm through 3,600 mm).
- D. Manufacturers Standardization Society of the Valve and Fittings Industry (MSS)
1. MSS SP-58—Pipe Hangers and Supports – Materials, Design, Manufacture, Selection, Application, and Installation.
- E. NSF International (NSF)
1. NSF 61—Drinking Water System Components – Health Effects.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall adhere to the requirements specified in the Contract Documents for storing and protecting the items specified in this Section.
- B. The Contractor shall protect the pipe from kinks, cuts, end damage, and other defects when transporting all piping. Binding and tie-down methods shall not damage or deflect the pipes in any way. Pipe damaged during shipment shall be rejected.
- C. Pipe shall be stored on level ground, preferably turf or sand, free of sharp objects that could damage the pipe. Stacking of any pipe shall be limited to a height that will not cause excessive deformation of the lower layers of pipe under anticipated temperature conditions. When necessary due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such widths to not allow deformation of the pipe at the point of contact with the sleeper or between supports. Pipe shall not be removed from storage until bedding or sub-grade work is complete and ready to receive the pipe.
- D. The joined pipe shall be handled in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Ropes, fabric, or rubber-protected slings and straps shall be used when handling pipe. Chains, cables, or hooks inserted into the pipe ends shall not be used. Two slings spread apart shall be used for lifting each length of pipe. Pipe or fittings shall not be dropped. Slings for

handling joined pipe shall not be positioned at socket-welded joints. Sections of the pipes with cuts and gouges shall be removed and the ends of the pipe rejoined. In accordance with the pipe manufacturer's written instructions, the Contractor shall repair all pipe with damaged linings and pipe exterior coatings that have been damaged before the pipe is installed.

- E. The Contractor shall cover all pipe stored on the site with canvas or other opaque material to protect it from sunlight. Provide air circulation under the covering.
- F. The Contractor shall inspect all pipe, fittings, and other accessories upon delivery and during the work. Any defective or damaged materials found during field inspection or during tests shall be removed from the site and replaced by, and at the expense of, the Contractor.
- G. The interior of all pipe, fittings, and other accessories shall be kept free from dirt and foreign matter at all times. Fittings shall be drained and stored in a manner that will protect them from damage by freezing.
- H. Gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-delivered-to-site and first-to-be-installed rotation basis. Mechanical-joint glands, bolts, and washers shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

1.05 DEFINITIONS OF BURIED PIPING

- A. Buried piping is piping buried in soil, beneath a structure and/or encased in concrete. Where an exterior pipe coating is specified to be factory- or field-applied, the Contractor shall provide the coating up to the penetration of a structure. Piping encased in concrete does not require an exterior coating other than what is factory furnished.

1.06 SYSTEM DESIGN REQUIREMENTS

- A. General
 - 1. The Specifications and Drawings are not all inclusive of explicit piping details; provide piping for intended use in compliance with laws and regulations, including ASME B31.1.
 - 2. Pressure ratings and materials specified represent minimum acceptable standards for piping systems.
 - 3. Piping Systems: Suitable for the services specified and intended.
 - 4. Piping shall be color coded in accordance with the Florida Department of Environmental Protection (FDEP) requirements.

B. Adapters

1. No attempt has been made to show all adapters, spool pieces, reducers, bushings, or other fittings required to accommodate the connection of pipes, fittings, and valves of various joint design and sizes throughout the project. The Contractor is completely responsible for providing, at his expense, all adapters, reducers, sleeves, spool pieces, and other fittings and appurtenances necessary for connection of pipe (for the same pipe material of or a transition of pipe materials), valves, fittings, and appurtenances throughout the project, which shall be constructed of appropriate materials, coated and lined to match the materials, coatings, and linings specified for the connected components. All adapters, reducers, sleeves, spool pieces, and other fittings shall be coated and lined in accordance with the specifications for each individual pipe system.

C. Unions

1. No attempt has been made to show all unions required for the project. The Contractor shall provide unions at all connections of threaded pipe to installed equipment unless deleted by the Owner, in writing, at certain locations. The unions shall meet or exceed the quality of materials, pressure rating, service, and painting requirements of connected piping.

PART 2 PRODUCTS

2.01 PIPING SYSTEM GENERAL REQUIREMENTS SCHEDULE

- A. Unless noted otherwise in the Drawings, piping system materials, fittings, and appurtenances are subject to requirements of the individual Specifications for the piping systems.

2.02 THREAD FORMING FOR STAINLESS STEEL BOLTS

- A. Form threads for stainless steel bolts by rolling, not by cutting or grinding.

2.03 BOLTS AND NUTS FOR FLANGES FOR DUCTILE IRON PIPE FLANGES

- A. Bolts, washers, and nuts for pipe installed indoors, outdoors above and below ground, and in vaults and structures shall be as specified in Section 15155, Ductile Iron Pipe and Fittings.
- B. Bolts, washers, and nuts for submerged Class 150 flanges shall be Type 304 stainless steel conforming to ASTM A193/A193M (Grade B8) for bolts and

ASTM A194/A194M (Grade 8) for nuts. Fit shall be Class 2A conforming to ASME B1.1 when connecting to cast-iron valves having body bolt holes.

2.04 POTABLE WATER PIPING SYSTEMS

- A. All potable water piping systems including pipe, valves, fittings, weld-solvents, linings, gaskets, lubricants, grout disinfection agents, and surfaces in contact with potable water shall meet all local and State of Florida regulations and requirements including NSF 61. The Contractor shall coordinate the color of the potable water system piping color with the Owner's color standard and shall provide color as approved by the Owner.

2.05 LOCATOR WIRE

- A. All 2-inch and larger buried piping shall be laid with two insulated, 12-gauge minimum AWG, THWN strand copper wires taped with adhesive-backed tape or tied to the nonmetallic pipe at 5 feet on center for location purposes.

PART 3 EXECUTION

3.01 PREPARATION

- A. Field Alignment
 - 1. The piping shown on the Contract Drawings is generally indicative of the work, with symbols and notations provided for clarity. However, the Contract Drawings are not an exact representation of all conditions involved; therefore, install piping to suit actual field conditions and measurements as approved by the Owner. No extra compensation will be made for work due to differences between indicated and actual dimensions.
 - 2. The Contractor shall install all adapters, fittings, flanged connections, closures, restrained joints, etc. not specified but necessary for a complete installation acceptable to the Owner.
 - 3. The Contract Drawings do not indicate all adapters, fittings, spool pieces, bushings, unions, supports, hangers, and other items required to accommodate the installing and connecting of pipe, fittings, valves, and equipment of various joint designs and sizes. Provide such required items of appropriate designs, materials, coatings, and linings.
 - 4. An extensive network of underground piping, duct, conduit, direct-buried conductors, and related structures of various sizes, materials, alignments, age, and function exist within the project site. Conclusive information concerning these facilities is not available. Consequently, the design of new piping indicated on the Contract Drawings is approximate. Adjust

alignment, fitting, valve, and joint locations as required and as approved by the Owner to accommodate and protect existing facilities and provide the intended functionality of new piping.

3.02 FIELD LAYOUT AND MODIFICATIONS

- A. Unless directed otherwise, the Contractor shall be responsible for setting construction layout stakes and/or offsets required to complete the designated work. The Contractor shall ensure that those stakes and/or offsets are protected and any re-staking required for any reason including work stoppage shall be included in the bid price and no additional compensation to the Contractor will be made.
- B. The Owner and/or Engineer has the right to make any modifications the Owner and/or Engineer deems necessary due to field conditions, conflicts with other utilities, or to protect other properties.

3.03 PIPE PRODUCTS INSPECTION

- A. The Contractor shall obtain from the pipe manufacturer a certificate of inspection to the effect that the pipe, fittings, gaskets, glands, bolts, and nuts supplied for this Contract have been inspected at the plant and that they meet the requirements of these Specifications. The Contractor shall submit these certificates to the Owner before installing the pipe materials. The Contractor shall visually inspect all pipe and fittings at delivery and before they are lowered into the trench to be installed. Pipe or fittings that do not conform to these Specifications or have been damaged in any manner will be rejected and the Contractor must remove them immediately. The entire product of any plant may be rejected when, in the opinion of the Owner, the methods or quality assurance and uniformity of manufacturer fail to secure acceptable and uniform pipe products or where the materials used produce inferior pipe products.

3.04 BURIED PIPING AND PIPE FITTINGS

- A. Trenching and backfilling for all pipe and fittings shall also be in accordance with Section 02305, Earthwork for Utilities.
- B. Installation
 - 1. Inspect all piping for defects and remove all lumps or excess coatings before installation. The inside of the mechanical joint and outside of plain-end pipe shall be cleaned before joining pipe. Caution shall be taken to prevent damage to the pipe during lowering into the trench. Remove all foreign matter that has entered the pipe during storage and installation.

The Contractor shall cover the pipe ends during installation to prevent debris from entering the pipe. No debris, tools, clothing, or other material shall be placed in the pipe.

2. After being placed in the trench, the pipe shall be brought to the proper line and grade by compacting the approved backfill material under it, except at the bell end. Joint deflection shall not exceed 75% of the manufacturer's limit.
3. The Contractor shall install temporary water-tight plugs on the pipe ends during the time that the pipe is in the trench but no work is in progress. If there is water in the trench upon beginning work, this plug shall remain in place until the trench has been pumped dry, unless otherwise approved by the Engineer, the Engineer's Representative, or the Owner's Representative.
4. Coat threaded portions of stainless-steel bolts and nuts with lubricant before assembly.
5. Restrained plugs or caps shall be inserted into all buried dead-end pipes, tees, or crosses. Provide blind flanges for all flanged exposed piping. Restrained plugs and caps installed for pressure testing shall be fully secured and blocked to withstand the test pressure.
6. Where plugging is required because of contract division or phasing for later connection, the ends of such lines shall be equipped with a suitable cast-iron or ductile-iron plug/cap or blind flange with or without a blowoff cock, as shown on the Drawings. Installation or removal of such plugging shall be considered incidental to the work and the Contractor shall not be compensated by the Owner for performing this work.

3.05 ANCHORING AND RESTRAINING

- A. Thrust blocks shall be used in new lines and shall be limited to areas in which a new fitting has been installed in an existing line and field restraining joints are not feasible or when directed by the Owner.

3.06 FLUSHING, CLEANING, TESTING AND INSPECTION OF PIPING

- A. See Section 15144, Pressure Testing of Piping, for the requirements of pipe flushing, cleaning, pressure testing, and inspection requirements.

3.07 DISINFECTION

- A. See Section 15141, Disinfection of Piping, for the disinfection requirements.

3.08 SPECIAL REQUIREMENTS AND PIPING SPECIALTIES (NOT USED)

3.09 PIPE COLOR CODING

- A. The pipe color shall be in accordance with FDEP color-coding requirements.

END OF SECTION

SECTION 15110
MANUAL, CHECK, AND PROCESS VALVES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals required and install complete and ready for operation all valves as shown in the Drawings and as specified in this Section. All valves shall be complete with all necessary manual actuators, valve boxes, extension stems, and floor stands, which are required for proper valve operation and completion of the work.
 - 1. All valves shall be of the sizes shown in the Drawings. All equipment of the same type shall be from one manufacturer, unless authorized in writing by the Engineer.

1.02 SUBMITTALS

The Contractor shall submit shop drawings in accordance with the Contract Documents.

- A. Product technical submittal data shall contain the following information and data:
 - 1. Acknowledgment that products submitted meet requirements of standards referenced.
 - 2. Manufacturer's installation instructions.
 - 3. Manufacturer's operation and maintenance manuals.
 - 4. Data of valves, actuators, and accessories:
 - a. Pressure and temperature rating.
 - b. Materials of construction, with ASTM reference and grade.
 - c. Linings and coatings.
 - d. Dimensions and weight.
 - e. Flow coefficient.
 - f. Actuators and accessories details.
 - g. Manufacturer's product brochure, cut-sheets, and parts diagrams.
- B. Dimensions and orientation of valve actuators as installed on the valves. Show location of internal stops for gear actuators. State differential pressure and fluid

velocity used to size actuators. For worm-gear actuators, state the radius of the gear sector in contact with the worm and state the handwheel diameter.

- C. The following test reports: Performance Tests; Leakage Tests; Hydrostatic Tests; and Proof-of-Design Tests as applicable or required.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American National Standard Institute (ANSI)

1. ANSI A21.11—Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
2. ANSI B1.20.1—Pipe Threads, General Purpose (Inch).
3. ANSI B1.20.7—Hose Coupling Screw Threads (Inch).
4. ANSI B16.1—Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
5. ANSI B16.5—Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24 Metric/Inch Standard.
6. ANSI B16.10—Face to Face and End-to-End Dimensions of Valves.
7. ANSI B16.18—Cast Copper Alloy Solder Joint Pressure Fittings.
8. ANSI B16.34—Valves Flanged, Threaded and Welding End.
9. ANSI B16.42—Ductile-Iron Pipe Flanges and Flanged Fittings, Classes 150 and 300.
10. ANSI B16.47—Large Diameter Steel Flanges: NPS 26 through NPS 60.
11. ANSI B16.104—Control Valve Seat Leakage.
12. ANSI B36.10—Welded and Seamless Wrought Steel Pipe.
13. ANSI B93.10—Static Pressure Rating Methods of Square Head Fluid Power Cylinders Part 1: Pressure Containing Components.
14. ANSI B93.15—Mounting Dimensions for Square Head Industrial Fluid Power Cylinders.
15. ANSI/NSF 61—Drinking Water System Components – Health Effects.

B. American Petroleum Institute (API)

1. API 6D—Pipeline Valves (Steel Gate, Plug, Ball, and Check Valves).
2. API 6FA—Specification for Fire Test for Valves.
3. API 594—Check Valves: Flanged, Lug, Wafer and Butt-Welding.
4. API 607—Testing of Valves – Fire Type-Testing Requirements.

C. American Society for Testing of Materials (ASTM)

1. ASTM A36—Standard Specification for Carbon Structural Steel.
2. ASTM A47—Standard Specification for Ferritic Malleable Iron Castings.
3. ASTM A48—Standard Specification for Gray Iron Castings.
4. ASTM A105—Standard Specification for Carbon-Steel Forgings for Piping Applications.
5. ASTM A108—Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished.
6. ASTM A126—Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
7. ASTM A148—Standard Specification for Steel Castings, High Strength, for Structural Purposes.
8. ASTM A181—Standard Specification for Carbon-Steel Forgings, for General-Purpose Piping.
9. ASTM A182—Standard Specification for Forged or Rolled Alloy and Stainless-Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service.
10. ASTM A193—Standard Specification for Alloy-Steel and Stainless-Steel Bolting Materials for High-Temperature or High Pressure Service and Other Special Purpose Applications.
11. ASTM A194—Standard Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure or High-Temperature Service, or Both.
12. ASTM A216—Standard Specification for Steel Castings, Carbon, Suitable for Fusion-Welding, for High-Temperature Service.
13. ASTM A240—Standard Specification for Chromium and Chromium-Nickel Stainless-Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
14. ASTM A269—Standard Specification for Seamless and Welded Austenitic Stainless-Steel Tubing for General Purpose.
15. ASTM A276—Standard Specification for Stainless-Steel Bars and Shapes.
16. ASTM A313—Standard Specification for Stainless-Steel Spring Wire.
17. ASTM A322—Standard Specification for Steel Bars, Alloy, Standard Grades.
18. ASTM A351—Standard Specification for Castings, Austenitic, for Pressure-Containing Parts.
19. ASTM A395—Standard Specification for Ferritic Ductile-Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
20. ASTM A436—Standard Specification for Austenitic Gray Iron Castings.
21. ASTM A439—Standard Specification for Austenitic Ductile-Iron Castings.
22. ASTM A449—Standard Specification for Hex Cap Screws, Bolts and Studs, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use.

23. ASTM A276—Standard Specification for Stainless-Steel Bars and Shapes.
24. ASTM A479—Standard Specification for Stainless-Steel Bars and Shapes for Use in Boilers and Other Pressure Vessels.
25. ASTM A494—Standard Specification for Castings, Nickel and Nickel Alloy.
26. ASTM A516—Standard Specification for Pressure Vessel Plates, Carbon-Steel, for Moderate- and Lower-Temperature Services.
27. ASTM A536—Standard Specification for Ductile-Iron Castings.
28. ASTM A564—Standard Specification for Hot-Rolled and Cold-Finished Age-Hardening Stainless-Steel Bars and Shapes.
29. ASTM A582—Standard Specification for Free-Machining Stainless-Steel Bars.
30. ASTM A666—Standard Specification for Annealed or Cold-Worked Austenitic Stainless-Steel Sheet, Strip, Plate, and Flat Bar.
31. ASTM A743—Standard Specification for Castings, Iron-Chromium, Iron-Chromium-Nickel, Corrosion Resistant, for General Application.
32. ASTM A744—Standard Specification for Castings, Iron-Chromium-Nickel, Corrosion Resistant, for Severe Service.
33. ASTM A890—Standard Specification for Castings, Iron-Chromium-Nickel-Molybdenum Corrosion-Resistant, Duplex (Austenitic/Ferritic) for General Application.
34. ASTM B16—Standard Specification for Free-Cutting Brass Rod, Bar and Shapes for Use in Screw Machines.
35. ASTM B21—Standard Specification for Naval Brass Rod, Bar, and Shapes.
36. ASTM B61—Standard Specification for Steam or Valve Bronze Fittings.
37. ASTM B62—Standard Specification for Composition Bronze or Ounce Metal Castings.
38. ASTM B98—Standard Specification for Copper-Silicon Alloy Rod, Bar and Shapes.
39. ASTM B99—Standard Specification for Copper-Silicon Alloy Wire for General Applications.
40. ASTM B127—Standard Specification for Nickel-Copper Alloy (UNS N04400) Plate, Sheet, and Strip.
41. ASTM B148—Standard Specification for Aluminum-Bronze Sand Castings.
42. ASTM B150—Standard Specification for Aluminum Bronze Rod, Bar, and Shapes.
43. ASTM B164—Standard Specification for Nickel-Copper Alloy Rod, Bar, and Wire.
44. ASTM A169—Standard Specification for Aluminum Bronze Sheet, Strip, and Rolled Bar.
45. ASTM B193—Standard Test Method for Resistivity of Electrical Conductor Materials.

46. ASTM B371—Standard Specification for Copper-Zinc-Silicon Alloy Rod.
47. ASTM B427—Standard Specification for Gear Bronze Alloy Castings.
48. ASTM B446—Standard Specification for Nickel-Chromium-Molybdenum-Columbium Alloy (UNS N06625), Nickel-Chromium-Molybdenum-Silicon Alloy (UNS N06219), and Nickel-Chromium-Molybdenum-Tungsten Alloy (UNS N06650) Rod and Bar.
49. ASTM B443—Standard Specification for Nickel-Chromium-Molybdenum-Columbium Alloy (UNS N06625) and Nickel-Chromium-Molybdenum-Silicon Alloy (UNS N06219) Plate, Sheet, and Strip.
50. ASTM B462—Specification for Forged or Rolled UNS N06030, N06022, N06035, N06200, N06059, N06686, N06020, N06024, N06026, N08367, N10276, N10665, N10675, N10629, N08031, N06045, N06025, & R20033 Alloy Pipe Flanges, Forged Fittings, & Values & Parts for Corrosive High-Temperature Service.
51. ASTM B463—Standard Specification for UNS N08020, UNS N08026, and UNS N08024 Alloy Plate, Sheet, and Strip.
52. ASTM B472—Standard Specification for Nickel Alloy Billets and Bars for Reforging.
53. ASTM B584—Standard Specification for Copper Alloy Sand Castings for General Applications.
54. ASTM B763—Standard Specification for Copper Alloy Sand Castings for Valve Applications.
55. ASTM D1248—Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable.
56. ASTM D1784—Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
57. ASTM D1785—Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
58. ASTM D2000—Standard Classification System for Rubber Products in Automotive Applications.
59. ASTM D3222—Standard Specification for Unmodified Poly (Vinylidene Fluoride) (PVDF) Molding Extrusion and Coating Materials.
60. ASTM D4101—Standard Specification for Polypropylene Injection and Extrusion Materials.
61. ASTM F441—Standard Specification for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80.
62. ASTM F467—Standard Specification for Non-Ferrous Nuts for General Use.
63. ASTM F468—Standard Specification for Non-Ferrous Bolts, Hex Cap Screws, and Studs for General Use.

D. American Society of Mechanical Engineers (ASME)

1. ASME 16.5—Pipe Flanges and Flanged Fittings NPS 1/2 through NPS 24 Metric/Inch Standard.
2. ASME B16.11—Standards of Pipes and Fittings.
3. ASME B16.24—Cast Copper Alloy Pipe Flanges and Flanged Fittings Classes 150, 300, 400, 600, 900, 1500, and 2500.

E. American Society of Safety Engineers (ASSE)

1. ASSE 1011—Performance Requirements for Hose Connection Vacuum Breakers.

F. American Water Works Association (AWWA)

1. AWWA C110—Ductile-Iron and Gray-Iron Fittings for Water.
2. AWWA C111—Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
3. AWWA C115—Standard for Flanged Ductile-Iron Pipe with Threaded Flanges.
4. AWWA C207—Steel Pipe Flanges for Waterworks Service, Sizes 4-Inch through 144-Inch (100 mm through 3,600 mm).
5. AWWA C500—Metal-Seated Gate Valves for Water Supply Service.
6. AWWA C504—Rubber-Sealed Butterfly Valves.
7. AWWA C507—Ball Valves 6-Inch through 48-Inch (150 mm through 1200 mm).
8. AWWA C508—Swing-Check Valves for Waterworks Service, 2-Inch (50 mm) through 24-Inch (600 mm).
9. AWWA C509—Resilient-Seated Gate Valves for Water-Supply Service.
10. AWWA C512—Air Release, Air/Vacuum, and Combination Air Valves for Waterworks Service.
11. AWWA C515—Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service.
12. AWWA C550—Protective Epoxy Interior Coatings for Valves and Hydrants.
13. AWWA C606—Grooved and Shouldered Joints.
14. AWWA C800—Underground Service Line Valves and Fittings.

G. Fluid Controls Institute (FCI)

1. FCI 70-2—Control Valve Seat Leakage.

H. Manufacturers Standardization Society (MSS)

1. MSS SP-61—Pressure Testing of Steel Valves.
2. MSS SP-67—Butterfly Valves.
3. MSS SP-68—High Pressure Butterfly Valves with Offset Design.
4. MSS SP-81—Stainless-Steel, Bonnetless, Flanged Knife Gate Valves.
5. MSS SP-83—Class 3000 Steel Pipe Unions Socket Welding and Threaded.
6. MSS SP-108—Resilient-Seated Cast-Iron-Eccentric Plug Valves.

I. NACE International (NACE)

1. NACE MR-01—Materials Resistant to Sulfide Stress Cracking in Corrosive Petroleum Refining Environments.

1.04 WARRANTIES

- A. Warranties shall be in accordance with the Contract Documents.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall adhere to the requirements specified in the Contract Documents for storing and protecting the items specified in this Section.
- B. All valves, unless otherwise directed, shall be loaded and unloaded by lifting, and under no circumstances shall valves be dropped, skidded, or rolled. Valves shall not be stacked or placed under pipe, fittings, or other valves in such a manner that damage could result.
- C. Slings, hooks, or tongs used for lifting shall be padded in such a manner as to prevent damage to exterior surface or interior linings and valve components. If any part of the coating, lining, or components is damaged, the repairs or replacement shall be made by the Contractor at his expense and in a manner satisfactory to the Engineer before attempting to install such valves.
- D. Only new valves will be allowed for installation and shall be stored in a manner to prevent damage and be kept free of dirt, mud, or other debris.

1.06 QUALIFICATIONS

- A. All of the valves shall be products of well-established firms which are fully experienced, reputable, have been selling this product for a minimum of 10 years, and are qualified in the manufacture of the particular product furnished. The valves shall be designed, constructed, and installed in accordance with the

requirements and procedures of applicable AWWA standards and shall comply with these Specifications as applicable.

1.07 VALVE TYPE CLASSIFICATIONS

A. Gate Valves (Type 600 series):

1. Type 682: Cast-Iron Resilient Wedge Gate Valves, 3 Inches through 20 Inches, for Buried Service (AWWA C509).

PART 2 PRODUCTS

2.01 GENERAL

- A. All valves shall be complete with all necessary geared actuators, chainwheels and chains, handwheels, levers, valve bonnets, valve boxes, extension stems, operating nuts, and T-handle wrenches, which are required for proper valve operating and completing of the work included under this Section. Renewable parts including discs, packing, and seats shall be of types specified in this Section and acceptable by valve manufacturer for the intended service. All units shall have the name of the manufacturer and the size of the valve cast on the body or bonnet or shown on a permanently attached stainless-steel plate in raised embossed letters. All isolation valves shall be suitable for the intended service with bubble-tight shutoff to flow in either direction.
- B. Bronze or brass components in contact with water shall comply with the following requirements:

Constituent	Content
Zinc	7% maximum
Aluminum	2% maximum
Lead	8% maximum
Copper + Nickel + Silicon	83% minimum

2.02 VALVE ACTUATORS

- A. The valve actuator shall be an integral part of a valve. The valve actuator shall be provided, installed, and adjusted by the valve manufacturer. Actuator mounting arrangements shall facilitate operation and maintenance and shall be determined by the valve manufacturer unless indicated otherwise on the Drawings or directed by the Engineer.

- B. All valves shall open counterclockwise as viewed from the top. Unless otherwise required by the Owner, the direction of rotation of the wheel or wrench nut to open each valve shall be to the left (counterclockwise). Each valve body or actuator shall have the word "Open" cast on it and an arrow indicating the direction to open.
- C. Actuators shall clearly indicate valve position and an adjustable stop shall be provided to set closing torque. All exposed nuts, bolts, and washers shall be AISI Type 304 stainless steel. Unless noted otherwise, valves shall be equipped with the following manual actuators:
 - 1. Buried or Submerged Valves 6 Inches and Smaller: 2-inch-square operating nuts (with valve bonnets, valve boxes, and extension stems as required) and T-handle wrench.
- D. Levers or handwheels shall be provided to actuate the valves where the valves are within 6 feet and 7 inches from finished grade or the operating floor. Handwheels shall be constructed of ductile-iron. Handwheel diameters for traveling nut actuators shall not exceed 8 inches for valves 12 inches and smaller and shall not exceed 12 inches for valves 20 inches and smaller.
- E. For buried or submerged service, provide watertight shaft seals and watertight valve and actuator cover gaskets. Provide totally enclosed actuators designed for buried or submerged service.
- F. All buried valves shall have non-rising stems. All buried valves 3 feet below grade or deeper as measured at the valve centerline shall be furnished with an operator stem extension to extend the operating nut within 6 inches from the top of the valve box cover.

2.03 VALVE END CONNECTIONS

- A. Provide valve end connections conforming to connected piping and as shown in the Drawings. Generally, all buried valves shall be mechanical joint type end connectors. Exposed valves shall be screwed-end, socket-weld end, or flanged to conform to adjacent exposed connected piping system.
- B. Comply with the following standards:
 - 1. Flanged: ANSI B16.1 Class 125 unless other noted or AWWA C207.
 - 2. Mechanical (gland) Type: AWWA C111.

- C. Nuts, Bolts, and Washers: Wetted or internal to be bronze or stainless-steel. Exposed to be zinc or cadmium-plated.
- D. Epoxy Interior Coating: Provide epoxy coating for all interiors of ferrous valve body surfaces in accordance with AWWA C550. Coatings shall be NSF-approved for valves in all potable water piping services. Coatings shall not be required for stainless-steel valve interiors.

2.04 VALVE BOXES

- A. All buried valves 2-inch size and larger shall be equipped with a standard cast-iron roadway valve box. Valve boxes shall be of the slip or sliding type with a round lid marked "Water" for potable water valves or "Sewer" for wastewater and a square lid marked "Reclaimed Water" for reclaimed water valves. The box shall be designed to prevent transfer of the surface loads directly to the valve or piping. Valve boxes must have a minimum adjustable range of 12 inches and a minimum inner diameter of 6 inches. All valve boxes and lids shall be produced from grey cast-iron conforming to the latest revision of specification for grey iron castings, ASTM A48, Class 20A-25A. All castings shall be true and free of holes and shall be cleaned according to good foundry practice, chipped and ground as needed to remove fins and rough places on castings. Valve boxes must be rated to sustain FDOT H-20 loadings and have a minimum depth of 8 inches. The valve box lid shall fit flush in the top of the box without forcing and shall not rock, tip, or rattle.
- B. Provide debris cap as required in the Drawings.
- C. Valve boxes shall be as manufactured by Tyler Pipe, Geneco, Star Pipe Products, or equal.

2.05 EXTENSION STEMS

- A. Where the depth of the valve is such that its centerline is more than 4 feet below grade, provide operating extension stems to bring the operating nut to a point 6 inches below the surface of the ground and/or box cover. Where the valve is submerged, provide operating extension stems to bring the operating nut to 6 inches above the water surface. Extension stems shall be Type 316 stainless-steel, solid-core, and shall be complete with 2-inch-square operating nut. The connections of the extension stems to the operating nuts and to the valves shall withstand without damage a pull of 300 foot-pounds.

- B. Extension stem diameters shall be as tabulated below:

Valve Size (inches)	Minimum Extension Stem Diameter (inches)
2	3/4
3, 4	7/8
6	1
8	1-1/8
10, 12	1-1/4
14	1-3/8
16, 18	1-1/2
20, 24, 30, 36	1-3/4
42, 48, 54	2

- C. Provide buried valves or valves located inside manholes or vaults with valve boxes cast in the manhole or vault roof with a valve position indicator designed to fit standard 5-1/4-inch valve boxes. The indicators shall show valve position and the direction and number of turns required to fully open (or close). All internal gearing shall be sealed. Ship each unit ready for field installation complete with valve box cast-iron adapter, capscrews, guide bushing, position indicator, flexible washer, centering plate, and 2-inch AWWA nut. Valve box and indicator shall be provided by the valve manufacturer. Indicators shall be Westran Position Indicator, Pratt Diviner, or equal.

2.06 BOLTS, NUTS, AND GASKETS FOR FLANGED VALVES

- A. Bolts, nuts, and gaskets for flanged valves shall be as described in Section 15055, Piping Systems—General.

2.07 GATE VALVES (TYPE 600 SERIES)

- A. Type 682—Cast-Iron Resilient Wedge Gate Valves, 3 Inches through 20 Inches, for Buried Service (AWWA C509):
- Valves 2 inches and larger for buried service operation shall be of cast-iron or ductile-iron body construction and conform to AWWA C509 for resilient seated gate valves. The valve design shall incorporate non-rising stems and "O" ring stem seals. Valves shall open counterclockwise. Valves shall be designed for bubbletight shutoff to flow in either direction. Before shipment, the valve manufacturer shall test each valve to 200 psi pressure differential in both directions and provide a certificate to the Engineer stating that each valve provided bubbletight shutoff during testing. The valve interior shall be epoxy coated on the entire ferrous surface of the waterway. Buried valves shall be equipped with standard 2-inch-square operating nuts.

2. Buried valves 2 inches and larger shall have mechanical joint ends, conforming to AWWA C111. Valves shall be furnished complete with bolts, nuts, and gaskets.
3. Gate valves shall be manufactured by Mueller, American Flow Control, Kennedy, Clow, or approved equal.

PART 3 EXECUTION

3.01 JOINTS

- A. Bolt holes of flanged valves shall straddle the horizontal and vertical centerlines of the pipe run to which the valves are attached. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reseal or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.
- B. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.
- C. Install lug-type valves with separate hex head machine bolts at each bolt hole and each flange (two bolts per valve bolt hole).
- D. Install grooved-end couplings for valves in accordance with Section 15055, Piping Systems—General.

3.02 INSTALLING BURIED VALVES

- A. Connect the valve, coat the flanges, apply tape wrapping or polyethylene encasement as required on the Drawings, and place and compact the backfill to the height of the valve stem.
- B. Place block pads under the extension pipe to maintain the valve box vertical during backfilling and repaving and to prevent the extension pipe from contacting the valve bonnet.
- C. Mount the upper slip pipe of the extension in midposition and secure with backfill around the extension pipe. Pour the concrete ring allowing a depression so the valve box cap will be flush with the pavement surface.
- D. In streets without concrete curbs and in open areas, install the valve box as for a paved area with concrete curb but include a marker post. Cut the marker post

from 4-inch-by-4-inch dense structural grade Douglas fir No. 2 or Southern Pine No. 2 surfaced on four sides to a length of 5 feet. Chamfer the top. Set the post in concrete, 2 feet into the ground, away from traffic, and to the side of the pipeline. Coat with a seal and finish coat of white alkyd exterior paint. On the side facing the valve, letter in black the word “VALVE” and the distance in feet from the marker post to the valve box cap.

- E. Install debris cap as close as possible under the cast-iron cover without interfering with the cover operation. Trim flexible skirt to provide a smooth contact with the interior or the extension pipe.

3.03 VALVE LEAKAGE AND FIELD TESTING

- A. Test valves for leakage while the connecting pipelines are tested. See Section 15144, Pressure Testing of Piping, for pressure testing requirements. Protect or isolate any parts of valves, actuators, or control and instrumentation systems whose pressure rating is less than the pressure test. Valves shall show zero leakage. Repair or replace any leaking valves and retest.
- B. Operate manual valves through three full cycles of opening and closing. Valves shall operate from full open to full close without sticking or binding. Do not backfill buried valves until after verifying that valves operate from full open to full closed. If valves stick or bind or do not operate from full open to full closed, repair or replace the valve and repeat the tests.
- C. Test gear actuators through three full cycles from full-open to full-close without binding or sticking. The pull required to operate handwheel- or chainwheel-operated valves shall not exceed 80 pounds. The torque required to operate valves having 2-inch AWWA nuts shall not exceed 150 foot-pounds. If actuators stick or bind or if pulling forces and torques exceed the values stated previously, repair or replace the actuators and repeat the tests. Operators shall be lubricated in accordance with the manufacturer’s recommendations before operating.

WATER SERVICE CARD

Date of Installation _____

Contract Drawing Number _____

Service Line Size (inches) _____

Length of Water Service Line (feet) _____

Meter Size (inches) _____

Name _____

House/Business Address or Location:

Phone # _____

GPS coordinate @ main _____

GPS coordinate @ meter _____

Confirm Photos are attached _____

Installation Foreman _____

Service Layout

Provide a brief sketch of the installed configuration. Indicate lengths, depths of the water service, and show three ties to meter box and to corporation stop:

Depth @ Main (feet) _____

Depth @ stub out (feet) _____

Contractor Signature

Resident Observer Signature

(Rev 2 – 15 Oct 2006)

ISOLATION VALVE CARD

Date of Installation _____

Contract Drawing Number _____

Closest Street Address to Valve or Location of Valve

Size of Valve (inches) _____

Circle Type of Valve: Gate Butterfly

GPS Coordinate @ Valve _____

Installation Foreman _____

Confirm Photos are attached _____

Isolation Valve Layout

Provide a brief sketch of the installed configuration. Show depths of the water line and show three ties to the isolation valve:

Depth @ Main (feet) _____

Contractor Signature

Resident Observer Signature

(Rev 2 – 15 Oct 2006)

FIRE HYDRANT CARD

Date of Installation _____

Contract Drawing Number _____

Closest Street Address to Fire Hydrant or Location of Fire Hydrant

Length of Hydrant Line (feet) _____

List any offset fittings required. _____

List Utilities requiring offset fittings _____

GPS coordinate @ main _____

GPS coordinate @ Hydrant _____

Installation Foreman _____

Confirm Photos are attached _____

Fire Hydrant Layout

Provide a brief sketch of the installed configuration. Indicate lengths, depths of the water line and hydrant, offset fittings, and show three ties to the fire hydrant isolation valve:

Depth @ Main (feet) _____

Depth @ hydrant (feet) _____

Contractor Signature

Resident Observer Signature

(Rev 2 – 15 Oct 2006)

END OF SECTION

SECTION 15125
PIPING APPURTENANCES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals required and install complete and ready for operation all piping appurtenances as shown on the Drawings and as specified in this Section.
- B. All piping appurtenances shall be of the size shown on the Drawings. All equipment of the same type shall be from one manufacturer, unless authorized in writing by the Owner.
- C. All piping appurtenances shall have the name of the manufacturer and the working pressure for which they are designed cast in raised letters upon the body.
- D. The piping appurtenances shall include, but not be limited to, the following:
 - 1. Tapping Saddles
 - 2. Tapping Sleeves and Valves
 - 3. Pressure Gauge Assembly
 - 4. Annular Diaphragm Seal and Pressure Gauge Assembly
 - 5. Fire Hydrant
 - 6. Corporation Stop
 - 7. Curb Stop
 - 8. Water Meter

1.02 SUBMITTALS

The Contractor shall submit shop drawings in accordance with the Contract Documents:

- A. Product technical submittal data shall contain the following information and data:
 - 1. Acknowledgment that products submitted meet requirements of standards referenced.
 - 2. Manufacturer's installation instructions.

3. Expansion joints, flexible joints, couplings, adaptors, tapping sleeves, and other appurtenances:
 - a. Pressure and temperature rating.
 - b. Materials of construction.
 - c. Linings.
 - d. Dimensions and weight.
 - e. Accessories.
 - f. Manufacturer's product brochures, cut-sheets, and parts diagrams.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Iron and Steel Institute (AISI)

1. AISI Type 304L—Stainless Steel.
2. AISI Type 316—Stainless Steel, Annealed Sheet.

B. American Society for Testing and Materials (ASTM)

1. ASTM A536—Standard Specification for Ductile Iron Castings.
2. ASTM C285—Standard Test Methods for Sieve Analysis of Wet-Milled and Dry-Milled Porcelain Enamel.
3. ASTM D1248—Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable.
4. ASTM D2239—Standard Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter.
5. ASTM D2737—Standard Specification for Polyethylene (PE) Plastic Tubing.
6. ASTM D3350—Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.

C. American Society of Mechanical Engineers (ASME)

1. ASME B16.5—Pipe Flanges and Flanged Fittings NPS 1/2 through NPS 24 Metric/Inch Standards.

D. American Water Works Association (AWWA)

1. AWWA C105/A21.5—Polyethylene Encasement for Ductile-Iron Pipe Systems.
2. AWWA C153/A21.53—Ductile-Iron Compact Fittings.
3. AWWA C207—Steel Pipe Flanges for Waterworks Service, Sizes 4-Inch through 144-Inch (100 mm through 3,600 mm).
4. AWWA C210—Liquid-Epoxy Coatings and Linings for Steel Water Pipe and Fittings.
5. AWWA C213—Fusion-Bonded Epoxy Coatings and Linings for Steel Water Pipe and Fittings.
6. AWWA C500—Metal-Seated Gate Valves for Water Supply Service.
7. AWWA C502—Dry-Barrel Fire Hydrants.
8. AWWA C700—Standard for Cold-Water Meters—Displacement Type, Metal Alloy Main Case.
9. AWWA C800—Underground Service Line Valves and Fittings.
10. AWWA C901—Standard for Polyethylene (PE) Pressure Pipe and Tubing, 1/2 Inch (13 mm) Through 3 Inches (76 mm), for Water Service.

E. National Sanitation Foundation (NSF)

1. NSF 61—Drinking Water System Components – Health Effects.

1.04 DELIVERY, HANDLING, AND STORAGE

- A. The Contractor shall adhere to the requirements specified in the Contract Documents for storing and protecting the items specified in this Section.
- B. All piping appurtenances, unless otherwise directed, shall be loaded and unloaded by lifting, and under no circumstances shall any piping appurtenances be dropped, skidded, or rolled.
- C. Slings, hooks, or tongs used for lifting shall be padded to prevent damage to exterior surface or interior linings of piping appurtenances. If any part of the coating, lining, or components is damaged, the Contractor shall make repairs or replacement at his expense and in a manner satisfactory to the Owner before attempting to install such piping appurtenances.
- D. Only new piping appurtenances will be allowed for installation and shall be stored to prevent damage and be kept free of dirt, mud, or other debris.

1.05 QUALIFICATIONS

- A. All the piping appurtenances shall be products of well-established firms that are fully experienced, reputable, have been selling this product for a minimum of 10 years, and qualified in the manufacture of the particular product furnished. The piping appurtenances shall be designed, constructed, and installed in accordance with the requirements and procedures of applicable AWWA standards and shall comply with these Specifications as applicable.

PART 2 PRODUCTS

2.01 TAPPING SADDLE

- A. Saddle body shall be made of malleable iron, ductile iron, or bronze. Malleable iron and ductile iron shall be epoxy or nylon coated. Saddles shall be of the single- or multiple-strap design (multiple straps are required for sizes 10 inches and above). The straps shall be made from Type 304 stainless steel or bronze. The straps shall have a nominal width of 2 inches. Strap studs shall be made from AISI Type 304L stainless steel.
- B. Nuts and washers shall be made from Type 304 stainless steel and shall be treated to prevent galling. The straps shall have a curvature accurately formed to meet the diameter of the pipe on which the service saddle is to be installed. A Neoprene gasket shall be securely glued to or imbedded in the body of the clamp to ensure positive sealing against the pipe. Outlet sizes of 3/4 inch and 1 inch shall have female C.C. thread while the outlet for 1-1/2 inches and 2 inches shall be female I.P. thread.
- C. Tapping saddles shall not be used on HDPE due to expansion and contraction problems unless specifically approved in writing by the Owner on a case-by-case basis.

2.02 TAPPING SLEEVES AND VALVES

- A. Tapping sleeves and valves shall be designed for a minimum water working pressure of 150 psi and shall be tested at 300 psi. The design shall allow for the insertion of bolts from either side and the internal seal is to be the "O-ring" type. The tapping sleeve shall be furnished complete with bolts, nuts, and gaskets.
- B. With the exception of the valve ends and other modifications necessary for tapping service, tapping valves shall conform to AWWA C500 and shall be Mueller "No. T-2360" or approved equal. Each tapping valve shall be provided with a flanged inlet end designed, faced, and drilled for attachment to the outlet flange of the tapping sleeve; an outlet end provided with a tapping flange for

attachment of a standard drilling machine; and a mechanical-joint-type bell end for connection of the branch main.

- C. Tapping sleeves for 4-inch- through 24-inch-diameter pipe shall be epoxy-coated fabricated-steel construction and manufactured to meet material specification ASTM C285 Grade C for the body. The flange shall conform to AWWA C207 Class D and have an ANSI 150-pound drilling and recessed for tapping valve.
- D. Tapping sleeves shall be of the flanged outlet type designed for attachment to the flanged inlet end of the tapping valve and shall be provided with mechanical joint ends at each end of the run. Tapping sleeves shall be Mueller “No. H-615” or approved equal.

2.03 PRESSURE-GAUGE ASSEMBLY

- A. Pressure-gauge assemblies shall be provided at locations listed below or as shown on the Drawings. All pressure-gauge assemblies shall include a pressure gauge, AISI Type 316 stainless steel, NPT threaded ball valves for isolation and venting, and sensor piping. Sensor piping tubing and fittings shall be Type 316 stainless steel. The pressure gauge shall be constructed of Type 316 stainless-steel wetted parts and Type 304 stainless-steel case and bayonet ring, adjustable pointer, laminated safety-glass window, glycerin liquid-filled case, 1.5% span accuracy, and shall have a 2.5-inch-diameter dial size, minimum. The pressure gauge shall be as manufactured by WIKA Instrument Corporation, Type LM 233.54, or approved equal.
- B. The Contractor shall furnish and install pressure-gauge assemblies with pressure-gauge ranges as follows and/or shown on the Drawings.

2.04 ANNULAR DIAPHRAGM SEAL AND PRESSURE GAUGE ASSEMBLY

- A. Annular diaphragm seal and pressure gauge assemblies shall be provided at locations listed in this Section or as shown on the Drawings. All annular diaphragm-seal pressure gauge assemblies shall include an ethylene-glycol factory liquid-filled pressure-gauge and an annular seal assembly factory calibrated and ready for field installation. The annular seal assembly shall consist of a Buna-N diaphragm annual seal sleeve, carbon steel body, and ASME B16.5 Class 150 full-faced flanges (through bolted configuration). Pressure gauges shall be constructed with a stainless-steel case with pressure ranges listed below. Annular diaphragm seal and pressure-gauge assemblies shall be as manufactured by the Red Valve Company, Incorporated, Series 48, or approved equal.

- B. The Contractor shall furnish and install annular seal and pressure-gauge assemblies with pressure gauge ranges as follows and/or shown on the Drawings:

<u>Location</u>	<u>Number of Assemblies</u>	<u>Pressure Gauge Range (psi)</u>
Temporary Jumper Connection	2	0 to 200

2.05 FIRE HYDRANT

- A. Fire hydrants shall be in accordance with AWWA C502, for dry barrel-type fire hydrants. Fire hydrants shall meet the Owners standards and specifications.
- B. Hydrants shall have Underwriter's Laboratory (UL) and Factory Mutual (FM) approvals. Hydrant exteriors shall be painted with one coat of zinc-chromate alkyd primer and two finish coats of approved paint of the color specified by the Drawings and approved by the Owner. Hydrant interiors shall be painted with a paint system approved by NSF for use in potable water. Working parts shall be bronze. All internal parts shall be removable through the top of the hydrant. Hydrants shall conform to NFPA 24.
- C. Fire hydrant extensions shall be provided at no additional cost to the Owner to meet final grade requirements. All hydrants shall stand plumb. No portion of the fire hydrant shall be within 6 inches of a sidewalk. After installation, all hydrants shall be inspected, cleaned, and opened and closed as many times as required to verify that all aspects of the hydrant work properly.
- D. Fire hydrants shall be the model specified on the Drawings.

2.06 WATER METER

- A. Water meters through 2-inch diameter shall comply with AWWA C700 and NSF 61 standards. The meter housing, bottom plates, and trim shall be bronze. The measuring chamber, disc, strainer, generator housing, register lid, and shroud shall be thermoplastic. The magnet shall be ceramic. The disc and magnet spindles shall be stainless steel. External bolts shall be non-corrosive metal.
- B. Water meters shall be rated for continuous operation and have a maximum operating pressure of 150 psi. The measuring element shall be a positive displacement rotating disc. An oscillating piston-type meter is not acceptable. The sealed register shall consist of a straight reading, odometer-type totalizing display with a 10,000,000-gallon capacity (minimum) for meters smaller than the 1.5-inch unit and a 100,000,000-gallon capacity (minimum) for the 1.5-inch meter and larger, 360° test circle with center sweep hand, and flow finder to detect leaks.

All meters shall have rigid, non-ferrous strainers that are easily removable and have an effective straining area of double that of the main-case inlet.

- C. The meters shall have the following minimum characteristics:

Meter Size	Minimum Test Flow	Normal Test Flow Limits	Pressure Loss @AWWA Max. Cap.	Laying Length
5/8" x 3/4"	1/4 gpm	1/2 - 20 gpm	5.0 psi	7 1/2"
3/4" x 3/4"	3/8 gpm	3/4 - 30 gpm	7.5 psi	7 1/2" (only)
1"	3/4 gpm	1 1/4 - 50 gpm	7.0 psi	10 3/4"
1 1/2"	1 1/4 gpm	2 1/2 - 100 gpm	7.5 psi	12 5/8" or 13"
2"	1 1/2 gpm	2 1/2 - 160 gpm	9.0 psi	15 1/4" or 17"

- D. Water meters shall be Badger Recordall Model, Neptune, or approved equal. Headloss through the meter shall not exceed the published headloss through the named meters at any point on the headloss curve.
- E. Water meters larger than 1 inch shall have flanges for inlet and outlet connections; other water meters shall have threaded male inlet and outlet. All meters shall be easily removed from the installed piping.

2.07 CORPORATION STOPS

- A. Corporation stops (through 2 inches in diameter) shall be manufactured from cast bronze with machined fitting surfaces and in accordance with AWWA C800. Corporation stops shall withstand a minimum working pressure of 200 psi and be constructed for direct buried service. The inlet and outlet connections shall be coordinated to connect to the adjoining equipment, tubing, piping, couplings, unions, adapters, reducers, etc. by the Contractor. The inlet and outlet size shall be the same. The corporation stop outlet shall have the required all-bronze adapters, unions, reducers, bushings, or couplings to properly secure to the adjacent items and appurtenances. Corporation stops shall be Model FB series as manufactured by Ford Meter Box Company, Inc., or approved equal. Each corporation stop shall be furnished with a solid bronze square-head plug for plugging the corporation stop outlet. Ford stainless-steel insert stiffeners shall be used as required for connection to tubing, PVC pipe, HDPE pipe, or as required.

2.08 CURB STOPS

- A. Curb stops shall be manufactured from cast bronze with machined fitting surfaces. Curb stops shall withstand a minimum working pressure of 150 psi. For curb stops (through 2 inches in diameter), the inlet and outlet connections shall be threaded or have 2-hole flanges to connect to the adjoining equipment, tubing,

piping, couplings, unions, adapters, reducers, etc. as coordinated by the Contractor. The nuts and bolts for the flanges shall be cadmium-coated or zinc-plated. The inlet and outlet size shall be the same diameter, unless otherwise approved by the Owner. The curb stop inlet and outlet shall have the required all-bronze adapters, unions, bushings, or couplings to properly secure it to the adjacent items and appurtenances. Curb stops shall have padlock wings and be lockable with standard size padlocks. Curb stops shall be as manufactured by Ford Meter Box Company, Inc., or approved equal. Each curb stop shall be furnished with a solid bronze square-head plug for plugging the curb stop outlet. Ford stainless steel, insert stiffeners shall be used as required for connection to tubing, PVC pipe, HDPE pipe, or as required.

- B. Buried curb stops shall be equipped with a standard cast-iron roadway valve box. The valve box is specified in Section 15110, Manual, Check, and Process Valves.

2.09 TOOLS

- A. If required for normal operation and maintenance, special tools shall be supplied with the equipment. Two T-handle wrenches to operate standard 2-inch nuts on buried valves and buried valve actuators shall be provided as part of the work.

PART 3 EXECUTION

3.01 INSTALLATION

- A. The Contractor shall install all piping appurtenances as shown on the Drawings.
- B. All piping appurtenances shall be installed in the location shown, unless approved otherwise, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the Owner.
- C. Install concrete inserts for hangers and supports as soon as forms are erected and before concrete is poured. Before setting these items, the Contractor shall check all plans and figures which have a direct bearing on their location and shall be responsible for the proper location of these piping appurtenances during the construction of the structures.

3.02 INSPECTION AND TESTING

- A. Completed valves and piping appurtenances shall be subjected to hydrostatic pressure test as described in Section 15055, Piping Systems—General, and the detail pipe sections of these Specifications. All leaks in valves and piping appurtenances shall be repaired and lines retested as approved by the Owner.

Before testing, the valves and pipelines shall be supported and thrust restrained for forces in excess of the test pressure to prevent movement during tests.

END OF SECTION

SECTION 15141
DISINFECTION OF PIPING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section describes requirements for materials and procedures for disinfecting water mains by the continuous feed method and the slug method as well as for disinfecting water storage facilities. The Contractor shall disinfect piping in accordance with Rule 62-555.340, FAC, and AWWA C651 and disinfect water storage facilities in accordance with Rule 62-555.340, FAC, and AWWA C652, except as modified below.
- B. Use potable water for chlorination.
- C. Submit request for use of water from waterlines of the Owner at least 48 hours in advance.
- D. If water for disinfection and/or flushing is supplied from a temporary connection to the existing distribution system, appropriate backflow prevention methods shall be used.
- E. Proper disposal of the chlorinated disinfection water and the flushing water is the Contractor's responsibility. Disinfected water shall be neutralized in accordance with AWWA C651 and AWWA C652 before discharge.
- F. Before permit review and coordination with the Owner and appropriate regulatory authorities (i.e., FDEP), the Contractor shall provide a schedule for the rate of flow and locations of discharges for the disinfection of piping and water storage facilities. The neutralized discharge water shall be disposed of by discharging to the nearest sanitary sewer (check with Owner) to the local stormwater system through onsite swales or by other approved means. Discharge to the local stormwater system shall be routed to avoid swale overflow and/or erosion. The Contractor shall be responsible for any damage that occurs related to the discharging process. The Contractor shall repair or replace any damage caused by discharging to the Owner's satisfaction at no additional expense to the Owner.
- G. It is the responsibility of the Contractor to implement and enforce strict adherence to safety guidelines which are addressed in AWWA C651 and AWWA C652 as well as safety and handling instructions from the manufacturer. The Contractor shall comply with all applicable national, state, and local safety regulations and requirements, including OSHA.

1.02 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. American Water Works Association (AWWA)
 - 1. AWWA B300—Hypochlorites.
 - 2. AWWA B301—Liquid Chlorine.
 - 3. AWWA C651—Disinfecting Water Mains.
 - 4. AWWA C652—Disinfection of Water-Storage Facilities.
- B. Florida Administrative Code (FAC)
 - 1. FAC 62-555.340—Disinfection and Bacteriological Evaluation of Public Water System Components.

PART 2 PRODUCTS

2.01 LIQUID CHLORINE

- A. Liquid chlorine shall conform to AWWA B301 and shall be applied in strict accordance with AWWA C651 and AWWA C652.

2.02 CALCIUM HYPOCHLORITE (DRY)

- A. Calcium hypochlorite shall conform to AWWA B300 and shall be applied in strict accordance with AWWA C651 and AWWA C652. Calcium hypochlorite intended for swimming pool chlorination shall not be used under any circumstances.

2.03 SODIUM HYPOCHLORITE (SOLUTION)

- A. Sodium hypochlorite shall conform to AWWA B300 and shall be applied in strict accordance with AWWA C651 and AWWA C652.

2.04 CHLORINE RESIDUAL TEST KIT

- A. For measuring chlorine concentration, the Contractor shall supply and use a medium-range, drop count, DPD drop dilution method kit in accordance with

AWWA C651 and AWWA C652. Maintain kits in good working order available for immediate test of residuals at point of sampling.

PART 3 EXECUTION

3.01 GENERAL DISINFECTION PROCEDURE

- A. Before disinfection, the Contractor shall inspect materials for quality. The Contractor shall use materials and equipment that are appropriate for the disinfection methods selected. The Contractor shall observe the precautionary guidelines given in AWWA C651 and AWWA C652.
- B. During construction, the Contractor shall take preventative measures in accordance with AWWA C651 to protect materials from contamination.
- C. Hydrostatic testing shall be successfully performed before disinfection.
- D. Before disinfection, the Contractor shall clear water mains and water storage facilities of foreign debris:
 - 1. Pipelines which are less than 24 inches in diameter shall be flushed, while pipelines which are greater than 24 inches in diameter may be cleared via broom-sweeping in accordance with AWWA C651 and as specified in Section 15144, Pressure Testing of Piping. Sweepings shall be removed from pipeline before the disinfection process begins.
 - 2. Water storage facilities shall be cleared of all materials that are not part of the structural or operating facilities of the tank and shall be cleared of all debris in accordance with AWWA C652. After the water storage facility has been cleaned, all screened openings shall be inspected for quality of materials and adequate condition to prevent the entry of insects, birds, and other possible contaminants into the tank. The Contractor shall properly disinfect any materials that enter the tank after cleaning in accordance with AWWA C652 before placement in the tank.
- E. In accordance with AWWA C651 and AWWA C652 procedures, the Contractor shall disinfect all newly constructed materials and existing materials which may have been contaminated during construction. The Contractor shall provide adequate documentation that the required disinfection level (i.e., required chlorine residual and contact time) was successfully achieved.
- F. In accordance with Rule 62-555.340, FAC, following disinfection the total chlorine residual in the water mains and water storage facilities shall be reduced to 4 milligrams per liter (mg/L). The chlorine residual may be reduced via

flushing with potable water or by a neutralizing agent that conforms to AWWA C651 and AWWA C652.

- G. After the total chlorine residual has been reduced to 4 mg/L, the Contractor shall conduct bacteriological testing for water mains and water storage facilities. Bacteriological sampling and testing shall be performed in accordance with Rule 62-555.340, FAC.
- H. The Contractor shall dispose of residue from cleaning and other construction operations as well as water from dewatering operations in a manner satisfactory to federal, state, and local regulatory agencies.

3.02 CONTINUOUS-FEED METHOD FOR PIPELINES

- A. Continuous-feed disinfection shall be performed in accordance with AWWA C651. The Contractor shall introduce potable water into the pipeline at a constant measured rate. Feed the chlorine solution into the same water at a measured rate. Proportion the two rates so that the free chlorine concentration in the pipeline is maintained at a minimum concentration of 25 mg/L. Inject chlorine into the main at a point no greater than 3 feet downstream of the start of the new water main. Using the appropriate test kits specified by AWWA C651, the Contractor shall check the concentration at points downstream during the filling to ascertain that sufficient chlorine is being added. The water main shall be completely filled with chlorinated water. The chlorine contact time shall be at least 24 hours. The water shall be chlorinated so that after 24 hours the concentration of free chlorine residual in the water main shall be not less than 10 mg/L.

3.03 SLUG METHOD FOR PIPELINES

- A. The Contractor shall perform slug method disinfection in accordance with AWWA C651. Introduce the water in the pipeline at a constant measured rate. At a point no greater than 3 feet downstream of the start of the new water main, feed the chlorine solution into the pipeline at a measured rate so that the free chlorine concentration created in the pipeline is 100 mg/L. Using the appropriate test kits specified by AWWA C651, the Contractor shall check the concentration at points downstream during the filling to ascertain that sufficient chlorine is being added. Feed the chlorine for a sufficient period to develop a solid column or "slug" of chlorinated water that will, as it passes through the line, expose all interior surfaces to a concentration of at least 100 mg/L for at least 3 hours.

3.04 DISINFECTION OF VALVES, BLIND FLANGES, AND APPURTENANCES

- A. During the period that the chlorine solution is in the pipeline or as the slug comes into contact with hydrants and valves, open and close valves at least three times to obtain a chlorine residual at hydrants and other pipeline appurtenances. Swab exposed faces of valves and blind flanges prior to bolting flanges in place with a 1% sodium hypochlorite solution.

3.05 DISINFECTION OF CONNECTIONS TO EXISTING PIPELINES

- A. The Contractor shall disinfect isolation valves, pipe, and appurtenances in accordance with AWWA C651, Section 4.7. Flush with potable water until discolored water, mud, and debris are eliminated. Swab interior of pipe and fittings with a 1% sodium hypochlorite solution. After disinfection, flush with potable water again until water is free of chlorine odor.

3.06 CONFIRMATION OF RESIDUAL

- A. After the chlorine solution applied by the continuous feed method has been retained in the pipeline for 24 hours, the Contractor shall confirm that a free chlorine residual of 10 mg/L minimum exists along the pipeline by sampling at air valves and other points of access, such as tapping valves.
- B. With the slug method, confirm by sampling as the slug passes each access point and as it leaves the pipeline that the free chlorine concentration in the slug is at least 50 mg/L. If the free chlorine residual is less than 50 mg/L, the flow shall be stopped, and the slug residual concentration shall be increased to 100 mg/L before disinfection may resume.

3.07 PIPELINE FLUSHING

- A. After confirming the free chlorine residual and sufficient contact time, the Contractor shall flush the excess chlorine solution from the pipeline until the free chlorine concentration in the water leaving the pipe is no higher than 4 mg/L.

3.08 BACTERIOLOGICAL SAMPLING AND TESTING

- A. In accordance with Rule 62-555.340, FAC, the Contractor shall collect and deliver required samples to a certified laboratory and obtain a bacteriologic quality test to demonstrate the absence of coliform organisms in each separate

section of the pipeline and in each structure after chlorination and refilling. Samples shall be delivered to a certified laboratory within 6 hours of sampling:

1. For water mains, collect at least one set of samples from every 1,200 feet of the new water main, plus one set from the end of the line and at least one set from each branch. At each connection to an existing pipeline, take two additional samples.
 2. The Contractor shall take care in the sampling of water storage facilities to ensure that the water sampled is representative of the facility. To obtain a representative sample, the storage facility shall be sampled from a tap connected directly to the storage facility or at a sample tap located on the outlet piping.
- B. The Contractor shall take chlorine residual samples at the time bacteriological samples are taken. If the chlorine residual is greater than 4 mg/L, the bacteriological test shall be considered invalid and the residual shall be reduced to 4 mg/L and the bacteriological testing shall be performed until the required criteria are satisfied.
- C. In accordance with AWWA C652, the Contractor shall test the water in the storage facility to ensure that no offensive odor has been imparted from the disinfection process.

3.09 REPETITION OF PROCEDURE

- A. If the initial chlorination fails to produce required residuals and bacteriologic tests, the Contractor shall repeat the chlorination and testing until satisfactory results are obtained.
- B. If the water main is installed before satisfactory bacteriological results are achieved, a precautionary boil water notice must be issued if recommended by the water supplier or if recommended by the Department of Health's *Guidelines for the Issuance of Precautionary Boil Water Notices* in accordance with Rule 62-555.340, FAC.

3.10 TEST FACILITY REMOVAL

- A. After satisfactory disinfection, the Contractor shall disinfect and replace air valves, restore the pipe coating, and complete the pipeline where temporary disinfection or test facilities were installed.

3.11 PIPING TO BE DISINFECTED

- A. Disinfect all piping and services as indicated.

END OF SECTION

SECTION 15144
PRESSURE TESTING OF PIPING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies the hydrostatic, pneumatic, and leakage testing of pressure piping for water distribution and transmission mains.

1.02 SUBMITTALS

The Contractor shall submit shop drawings in accordance with the Contract Documents:

- A. Test bulkhead locations and design calculations, pipe attachment details, and methods to prevent excessive pipe wall stresses.
- B. Six copies of the test records to the Owner upon completion of the testing.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. American Water Works Association (AWWA)
 - 1. AWWA C600—Installation of Ductile Iron Mains and Their Appurtenances.
 - 2. AWWA C605—Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings.

1.04 TEST PRESSURES

- A. At a minimum the Contractor shall perform pressure and leakage test at 1.5 times the maximum system pressure or 150 psi, whichever is greater (based on the elevation or the lowest point of the section under test and corrected for gage location).

1.05 TESTING RECORDS

- A. The Contractor shall provide records of each piping installation during the testing. These records shall include the following information:
 - 1. Date and times of test.
 - 2. Identification of process, pipeline, or pipeline section tested or retested.
 - 3. Identification of pipeline material.
 - 4. Identification of pipe specification.
 - 5. Test fluid.
 - 6. Test duration.
- B. Test pressure at low point in process, pipeline, or pipeline section.
- C. Remarks: Leaks identified (type and location), types of repairs, or corrections made.
- D. Certification by Contractor that the leakage rate measured conformed to the Specifications.

PART 2 PRODUCTS

2.01 VENTS AND DRAINS FOR ABOVEGROUND PIPING

- A. The Contractor shall install vents on the high points of aboveground piping, whether shown in the Drawings or not. Install drains on low points of aboveground piping, whether shown in the Drawings or not. Provide a valve at each vent or drain point. Valves shall be 3/4 inch for piping 3 inches and larger and 1/2 inch for piping smaller than 3 inches. Valves shall be ball or gate valves unless otherwise shown on the Drawings. Valves shall be rated for the pressure of the adjacent piping and shall be suitable for use with the adjacent pipe material.

2.02 MANUAL AIR-RELEASE VALVES FOR BURIED PIPING

- A. The Contractor shall provide temporary manual air-release valves at test bulkheads for pipeline test. Construct the pipe outlet in the same manner as for a permanent air valve and, after use, seal with a blind flange, pipe cap, or plug and coat the same as the adjacent pipe.

2.03 TEST BULKHEADS

- A. The Contractor shall design and fabricate test bulkheads in accordance with Section VIII of the ASME Boiler and Pressure Vessel Code. Materials shall comply with Part UCS of the code. Design pressure shall be at least 2.0 times the

specified test pressure for the section of pipe containing the bulkhead. Limit stresses to 70% of yield strength of the bulkhead material at the bulkhead design pressure. Include air-release and water drainage connections.

2.04 TESTING FLUID

- A. The Owner will provide a source of supply from the existing treated water distribution system for the Contractor's use in filling the lines. An air break shall be maintained at all times between the Owner's distribution system and the Contractor's equipment to prevent cross-connection. The line shall be slowly filled with water and the specified test pressure shall be maintained in the pipe for the entire test period by means of a pump furnished by the Contractor. Provide accurate means for measuring the quantity of water required to maintain this pressure. The amount of water required is a measure of the leakage.
- B. Testing fluid shall be potable water unless a pneumatic test is indicated on the Piping Schedule.
- C. For potable water pipelines, obtain and use only potable water for hydrostatic testing.
- D. Submit request for use of water from waterlines of Owner 48 hours in advance.
- E. The Contractor shall provide back flow prevention control for temporary connections to existing water mains.

2.05 TESTING EQUIPMENT

- A. The Contractor shall provide calibrated pressure gauges, pipes, bulkheads, pumps, compressors, chart recorder, and meters to perform the hydrostatic testing. The Contractor shall provide any necessary assistance required for testing.

PART 3 EXECUTION

3.01 TESTING PREPARATION

- A. Pipes shall be in place, backfilled, and anchored before beginning pressure testing.
- B. The Contractor shall conduct pressure tests on exposed and aboveground piping after the piping has been installed and attached to the pipe supports, hangers, anchors, expansion joints, valves, and meters.

- C. For buried piping, the pipe may be partially backfilled and the joints left exposed for inspection during an initial leakage test. However, perform the final pressure test after completely backfilling and compacting the trench.
- D. Provide any temporary piping needed to carry the test fluid to the piping that is to be tested. After the test has been completed and demonstrated to comply with the Specifications, disconnect and remove temporary piping. Do not remove exposed vent and drain valves at the high and low points in the tested piping; remove any temporary buried valves and cap the associated outlets. Plug taps or connections to the existing piping from which the test fluid was obtained.
- E. Provide temporary drain lines needed to carry testing fluid away from the pipe being tested. Remove such temporary drain lines after completing the pressure testing.
- F. Before starting the test, the Contractor shall notify the Owner and the Owner's Representative.

3.02 CLEANING

- A. Before conducting hydrostatic tests, the Contractor shall flush pipes with water to remove dirt and debris. For pneumatic tests, blow air through the pipes. Maintain a flushing velocity of at least 3 fps for water testing and at least 2,000 fpm for pneumatic testing. Flush pipes for the period given by the formula:

$$T = \frac{2L}{3}$$

in which:

T = flushing time (seconds)

L = pipe length (feet).

- B. For pipelines 24 inches or larger in diameter, acceptable alternatives to flushing are use of high-pressure water jet, sweeping, or scrubbing. Water, sediment, dirt, and foreign material accumulated during this cleaning operation shall be discharged, vacuumed, or otherwise removed from the pipe.

3.03 TESTING AND DISINFECTION SEQUENCE FOR POTABLE WATER PIPING

- A. Perform required disinfection after hydrostatic testing, unless otherwise indicated.
- B. Disinfection shall be performed as described in Section 15141, Disinfection of Piping.

3.04 LENGTH OF TEST SECTION FOR BURIED PIPING

- A. The maximum length of test section for buried pipe of 12 inches or smaller in diameter is 3,500 feet; for buried pipe larger than 12 inches, 1 mile. Provide intermediate test bulkheads where the pipeline length exceeds these limits.

3.05 INITIAL PIPELINE FILLING FOR HYDROSTATIC TESTING

- A. The maximum rate of filling shall not cause the water velocity in the pipeline to exceed 1 fps. Filling may be facilitated by removing automatic air valves and releasing air manually.

3.06 TESTING NEW PIPE WHICH CONNECTS TO EXISTING PIPE

- A. Before testing new pipelines that are to be connected to existing pipelines, the Contractor shall isolate the new line from the existing line by test bulkheads, spectacle flanges, or blind flanges. After the new line has been successfully tested, remove test bulkheads or flanges and connect to the existing piping.

3.07 HYDROSTATIC TESTING OF BURIED PIPING

- A. Where any section of the piping contains concrete thrust blocks or encasement, the Contractor shall not make the pressure test until at least 10 days after the concrete has been placed. When testing mortar-lined or PVC piping, fill the pipe to be tested with water and allow it to soak for at least 24 hours to absorb water before conducting the pressure test.
- B. Apply and maintain the test pressure by a positive displacement hydraulic force pump.
- C. Maintain the test pressure for the 2 hours by restoring the pressure whenever it falls 5 psi.

- D. After the test pressure is reached, use a meter to measure the additional water added to maintain the pressure. This amount of water is the loss due to leakage in the piping system. The allowable leakage volume is defined by the formulas:

PVC Pipe:

$$L = \frac{ND(P)^{1/2}}{C}$$

in which:

- L = allowable leakage (gallons)
N = number of rubber-gasketed joints in the pipe tested
D = diameter of the pipe (inches)
P = specified test pressure (psig)
C = 7,400

Ductile Iron Pipe:

$$L = \frac{SD(P)^{1/2}}{C}$$

in which:

- L = allowable leakage (gallons)
S = length of pipe tested (feet)
D = diameter of the pipe (inches)
P = specified test pressure (psig)
C = 133,200

HDPE Pipe: As specified in Section 15146, High-Density Polyethylene (HDPE) Pipe.

- E. The leakage test shall be a separate test following the pressure test and shall not be less than 2 hours long. All leaks evident at the surface shall be repaired and leakage eliminated regardless of the total leakage as shown by test. Lines that fail to meet tests shall be repaired and retested as necessary until test requirements are complied with. Defective materials, pipes, valves, and accessories shall be removed and replaced.

- F. The allowable leakage for buried piping having threaded, brazed, or welded (including solvent welded) joints shall be zero.
- G. Submit plan for testing to the Owner for review at least 10 days before starting the test.
- H. Peening shall not be used to repair pinhole leaks in welded pipes. Any leakage in welded pipes shall be repaired by appropriate welding techniques.
- I. Repair and retest any pipes showing leakage rates greater than that allowed in the criteria above.

3.08 REPETITION OF TEST

- A. If the actual leakage exceeds the allowable leakage, locate and correct the faulty work and repeat the test. Restore the work and all damage resulting from the leak and its repair. Eliminate visible leakage.

3.09 BULKHEAD AND TEST FACILITY REMOVAL

- A. After a satisfactory test, the Contractor shall remove the testing fluid, remove test bulkheads and other test facilities, and restore the pipe coatings/linings.

END OF SECTION

SECTION 15146
HIGH-DENSITY POLYETHYLENE (HDPE) PIPE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Description: The Contractor shall provide all materials and incidentals, including piping, molded and ductile iron fittings, flanged adapters, flanged joints, mechanical joint adapters, hardware, and appurtenances for the HDPE piping systems shown on the Drawings.

1.02 SUBMITTALS

The Contractor shall submit shop drawings in accordance with the Contract Documents.

- A. In general, shop drawings and related manufacturer's product certification shall be made in accordance with the Contract Documents for approval before the manufacturer constructs or fabricates the material. The following items, which require shop drawings, are brought to the Contractor's attention. The list may not include all items for which shop drawing submittals are required to meet the requirements of the project.
1. Detail drawings of all classes of pipe, joints, and fittings.
 2. Detail Drawings of all joints, including manufacturer's certified factory and/or laboratory test reports to confirm thrust-restraint capacities and restraining mechanism application.
 3. Existing piping connection details.
 4. Adapters for connection to mechanical joint valves and ductile iron pipe fittings.
- B. Certification and test reports for the materials, manufacturing, and testing of the types of pipe supplied shall be furnished by the HDPE pipe manufacturer for the manufacturer's own products in accordance with the latest standards of the industry as described in this Section.
- C. Provide a statement in writing from the HDPE pipe manufacturer that the manufacturer is listed with the Plastic Pipe Institute as a qualified extruder for the polyethylene resin to be used in the manufacture of the pipe for this project.
- D. All persons making heat fusion joints shall receive training in the manufacturer's recommended procedures. The Contractor shall maintain records of trained personnel and certify that training was received not more than 12 months before

construction began. Additionally, the Contractor shall have worked on one or more projects involving combined installation of at least 10,000 feet of HDPE butt-fusion-welded pipe and shall provide the Engineer with a written list of HDPE pipeline installation experience, including project location, date, Owner, and personnel assigned and installing on this project.

- E. The pipe manufacturer shall certify in writing that the Contractor is qualified to join, lay, and pull the pipe or representative of the pipe manufacturer shall be onsite to oversee all pipe joining. All costs for the manufacturer's representative shall be paid for by the Contractor.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. American Society for Testing and Materials (ASTM)

- 1. ASTM A307—Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength.
- 2. ASTM D3261—Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
- 3. ASTM D3350—Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.
- 4. ASTM D4976—Standard Specification for Polyethylene Plastics Molding and Extrusion Materials.
- 5. ASTM F714—Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Outside Diameter.

- B. American Water Works Association (AWWA)

- 1. AWWA C151/A21.51—Ductile Iron Pipe, Centrifugally Cast, For Water.
- 2. AWWA C901—Polyethylene (PE) Pressure Pipe and Tubing, 1/2-inch (13 mm) through 3-Inch (76 mm), for Water Service.
- 3. AWWA C906—Polyethylene (PE) Pressure Pipe and Fittings, 4-Inch through 63-Inch (100 mm through 1,650 mm), for WaterWorks.

- C. International Organization for Standardization (ISO)

- 1. ISO 9001—Quality Management Systems – Requirements.

1.04 QUALITY ASSURANCE

- A. The pipe and fitting manufacturer(s) shall have an established quality-control program responsible for inspecting incoming and outgoing materials. Incoming polyethylene materials shall be inspected for density, melt flow rated, and contamination. The cell classification properties of the material shall be certified by the supplier and verified by the manufacturer's quality control.

1.05 WARRANTIES

- A. Warranties shall be in accordance with the Contract Documents.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall adhere to the requirements specified in the Contract Documents, and Section 15055, Piping Systems—General, for storing and protecting the items specified in this Section.

1.07 TESTING REQUIREMENTS

- A. See Section 15144, Pressure Testing of Piping.

1.08 OPERATIONS AND MAINTENANCE (O&M) MANUALS

- A. O&M Manuals shall be in accordance with the Contract Documents.

PART 2 PRODUCTS

2.01 PIPE AND FITTINGS

- A. General
 - 1. All HDPE shall be manufactured by DriscoPlex; or approved equal.
 - 2. All HDPE piping system components shall be the products of one manufacturer.
 - 3. Pipe and fittings shall be manufactured by an ISO 9001-certified manufacturer.
- B. HDPE Pipe
 - 1. HDPE pipe 4 inches in diameter and larger shall be Ductile Iron Pipe Size (DIPS) and shall conform to material standard ASTM D3350 445474C cell classification rated as PE 4710 by the Plastics Pipe Institute. Minimum pressure rating shall be 200-psi DR11.

2. The pipe manufacturer shall be listed with the Plastic Pipe Institute as meeting the requirements of the resin manufacturer to manufacture pipe from the resin used.
3. Ductile-iron fittings connected to DR11 HDPE pipe (4 inches and larger) shall be as specified in Section 15155, Ductile Iron Pipe and Fittings.

C. HDPE Pipe to Mechanical Joint (MJ) Adapters

1. The connection of HDPE pipe to ductile iron pipe, PVC pipe, MJ fittings, or valves shall be through a fusible MJ adaptor with or without an internal stainless-steel insert. Fusible HDPE MJ adapters shall be of the same DR rating as the pipe. HDPE pipe to MJ adaptors shall be manufactured by DriscoPlex or approved equal.

D. HDPE Pipe Jointing Method

1. HDPE pipe shall be jointed by butt fusion in accordance with the pipe manufacturer's directions.
2. All HDPE pipe joined by butt fusion shall be made from the same class and type of raw material made by the same raw material supplier.
3. *Butt fusion* means the butt joining of the pipe by heat fusion aligned faces of the pipe ends (butts) in a suitable apparatus and joining under controlled pressure and alignment.
4. The external bead resulting from the butt-fusion process shall be visible and examined for complete butt-fusion 360° around the pipe exterior.
5. Where approved by the Engineer, the HDPE pipe and fittings may be fused with Electrofusion Couplings, as manufactured by Central Plastics Company, or approved equal. Technical information must be provided to demonstrate that the fused coupling will not compromise the structural integrity of the HDPE pipe.

2.02 LOCATOR WIRE

- A. All HDPE piping shall be installed with two insulated 12-gauge minimum AWG solid-strand copper wires for location purposes as specified in Section 15055, Piping Systems—General.

PART 3 EXECUTION

3.01 GENERAL

- A. All polyethylene pipe shall be cut, fabricated, joined, and installed in strict conformance with the pipe manufacturer's recommendations. Joining, laying, and

pulling of polyethylene pipe shall be accomplished by personnel experienced in working with HDPE pipe.

3.02 LAYING PIPE

A. Joints

1. All HDPE-to-HDPE pipe joints shall be joined by heat fusion that produces homogeneous, sealed, leak-tight joints.
2. Restrained mechanical joint adaptors shall be provided at tie-ins with valves, ductile iron fittings, and other pipe materials.

B. Butt Fusion Testing

1. The Contractor shall test the first fusion of each day.
2. In testing, the fusion shall be allowed to completely cool and then fusion test straps shall be cut out. The test shall be a minimum of 12 inches or 30 times the wall thickness in length with the fusion in the center and a minimum of 1 inch or 1.5 times the wall thickness in width. Bend the test strap until the ends of the strap touch. The Contractor shall not begin until a fusion test has passed the bent strap test.

C. Pipe Deflection

1. When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane or where long radius curves are permitted, the amount of deflection shall not exceed 75% of that recommended by the manufacturer.

D. Pipe Cutting

1. Cutting HDPE butt fusion connections to HDPE pipe, valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without damaging the pipe. Ends shall be cut square and perpendicular to the pipe axis.

3.03 FLUSHING AND CLEANING

- #### A. Flushing and Cleaning shall be as specified in Section 15144, Pressure Testing of Piping.

3.04 TESTING AND LEAKAGE

A. Hydrostatic Tests—General

1. All testing shall comply with Section 15144, Pressure Testing of Piping, except as specified in this Section.
2. All field tests shall be made in the presence of the Owner or Engineer. Except as otherwise directed, all pipelines shall be tested. All piping to operate under liquid pressure shall be tested in sections of approved length, typically from valve to valve and in no case longer than 1,000 feet.
3. Hydrostatic testing shall consist of a combined pressure test and leakage test. The field test pressure shall be as indicated in Section 15144, Pressure Testing of Piping, measured at the lowest point of the section being tested. The pressure shall be applied by a pump connected to the pipe in a manner satisfactory to the Engineer. The pump, pipe connection, and all necessary apparatus shall be furnished by the Contractor and shall be subject to the satisfaction of the Engineer.
4. The maximum duration for any test, including initial pressurization, initial expansion, and time at test pressure, must not exceed 8 hours. If the test is not completed due to leakage, equipment failure, etc., depressurize the test section and allow it to “relax” for at least 8 hours before bringing the test section up to test pressure again.
5. Monitored Make-Up Water Test: The test procedure consists of initial expansion and test phases.
 - a. During the initial expansion phase, the test section is filled with water. Once the line is filled, make-up water is added at hourly intervals as required to maintain the test pressure for 3 hours.
 - b. At the end of the initial expansion period, the addition of make-up water will cease. During the test phase the pipe will not have any water added to it for the following 2 hours. The 2 hours will be the actual leakage test. At the end of the 2-hour period, measured make-up water will be added to the pipe to return it to the original test pressure.
 - c. If the amount of make-up water added is greater than calculated using the numbers listed below, the section being tested will be considered to have a leak. The leak shall be found and fixed at the Contractor’s expense and that section of the line retested before continuing with subsequent leakage tests. Testing and repairs shall be repeated at the Contractor’s expense until the amount of make-

up water is less than the amount calculated using the numbers listed below.

ALLOWABLE FOR EXPANSION UNDER TEST PRESSURE*
POLYETHYLENE PIPE

Nominal Pipe Size (in.)	Allowances for Expansion (US Gal/100 Feet of Pipe)		
	1-Hour Test	2-Hour Test	3-Hour Test
2	0.08	0.12	0.15
3	0.10	0.15	0.25
4	0.13	0.25	0.40
6	0.30	0.60	0.90
8	0.50	1.0	1.5
10	0.75	1.3	2.1
12	1.1	2.3	3.4
14	1.4	2.8	4.2
16	1.7	3.3	5.0
18	2.2	4.3	6.5
24	4.5	8.9	13.3
30	6.2	12.6	19.1
36	9.0	18.0	27.0
42	12.0	24.0	36.0
48	15.0	27.0	43.0

*These allowances only apply to the test phase and not to the initial expansion phase.

END OF SECTION

SECTION 15155
DUCTILE IRON PIPE AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall provide all materials and incidentals, including piping, fittings, flanged joints, mechanical joints, retainer glands, polyethylene bagging for buried ductile iron piping, fittings, valves, and appurtenances for the ductile iron piping systems required for the work shown on the Drawings.

1.02 SUBMITTALS

The Contractor shall submit shop drawings in accordance with the Contract Documents:

- A. All ductile iron pipe and fittings to be installed under this Contract shall be inspected and tested at the foundry where the material for this project is manufactured. The Contractor shall submit sworn certificates of such tests and their results.
- B. Shop Drawings, including layout drawings, shall be submitted as specified in Section 15055, Piping Systems—General.
- C. The Contractor shall submit the pipe manufacturer's certification of compliance with the applicable sections of the Specifications.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM A193/A193M—Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications.
 - 2. ASTM A194/A194M—Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both.

3. ASTM A307—Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 psi Tensile Strength.
4. ASTM A536—Standard Specification for Ductile Iron Castings.
5. ASTM A563—Standard Specification for Carbon and Alloy Steel Nuts.
6. ASTM B117—Standard Practice for Operating Salt Spray (Fog) Apparatus.
7. ASTM C150/C150M—Standard Specification for Portland Cement.
8. ASTM C283—Standard Test Methods for Resistance of Porcelain Enameled Utensils to Boiling Acid.
9. ASTM D714—Standard Test Method for Evaluating Degree of Blistering of Paints.
10. ASTM D792—Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
11. ASTM D1238—Standard Test Method for Melt Flow Rates of Thermoplastics by Extrusion Plastometer.
12. ASTM E96—Standard Test Methods for Water Vapor Transmission of Materials.
13. ASTM G95—Standard Test Method for Cathodic Disbondment Test of Pipeline Coatings (Attached Cell Method).

B. American Society of Mechanical Engineers (ASME)

1. ASME B1.1—Unified Inch Screw Threads (UN and UNR Thread Form).
2. ASME B16.1—Gray Iron Pipe Flanges and Flanged Fittings Classes 25, 125, and 250.
3. ASME B16.21—Nonmetallic Flat Gaskets for Pipe Flanges.

C. American Water Works Association (AWWA)

1. AWWA C104/A21.4—Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
2. AWWA C110/A21.10—Ductile-Iron and Gray-Iron Fittings.
3. AWWA C111/A21.11—Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
4. AWWA C115/A21.15—Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
5. AWWA C150/A21.50—Thickness Design of Ductile-Iron Pipe.
6. AWWA C151/A21.51—Ductile-Iron Pipe, Centrifugally Cast.
7. AWWA C153/A21.53—Ductile-Iron Compact Fittings.
8. AWWA C207—Steel Pipe Flanges for Waterworks Service, Sizes 4-Inch through 144-Inch (100 mm through 3,600 mm).
9. AWWA C600—Installation of Ductile-Iron Mains and their Appurtenances.
10. AWWA C651—Disinfecting Water Mains.

D. International Organization for Standardization (ISO)

1. ISO 9001—Quality Management Systems – Requirements.

E. NSF International (NSF)

1. NSF 61—Drinking Water System Components – Health Effects.

1.04 QUALITY ASSURANCE

A. Source Quality Control:

1. The ductile iron pipe manufacturer shall submit certification that the pipe and fitting products meet all tests required by AWWA C151/A21.51.
2. All materials shall be new and have a manufacturer's certificate verifying compliance to all tests and inspections as required in this Section. The weight, class, and casting period shall be shown on each piece of pipe. The manufacturer's "mark," the year produced, and the word "Ductile" or the letters "DI" shall be cast or stamped on all pipe.

1.05 TESTING REQUIREMENTS

- A. See Section 15144, Pressure Testing of Piping, for testing requirements.

PART 2 PRODUCTS

2.01 GENERAL

- A. All ductile iron piping shall be designed and manufactured in accordance with AWWA C150/A21.50 and AWWA C151/A21.51 for the following minimum operating conditions:
1. The minimum internal design pressure shall be 150 psi with a 100-psi surge allowance, with a safety factor of 2, for a total internal design pressure of 500 psi.
 2. The external loads design criteria shall be for the minimum cover indicated on the Drawings at 120 pounds per cubic feet soil weight and live load based on one AASHTO H-20 truck load. The thickness design of ductile iron pipe shall be in accordance with AWWA C150/A21.50.

3. The horizontal deflection of cement-mortar-lined ductile iron pipe resulting from external load conditions shall not exceed 3% of the pipe diameter based on the trench design shown on the Drawings.
4. Pressure Class: All ductile iron piping shall meet the following minimum working pressure classes:
 - a. 4 inches through 12 inches: 350 psi
 - b. Pipe greater than 12 inches: 250 psi

2.02 JOINTS

- A. Ductile iron fittings shall be furnished with mechanical joints or flanged-joint ends as shown on the Drawings and specified in this Section:
 1. Mechanical Joints: All buried ductile iron fittings shall be furnished with mechanical joint ends unless noted otherwise. Mechanical joints shall conform to AWWA C111/A21.11. Glands shall be constructed of ductile iron.
 2. Flanged Joints: Pipe for threaded flange fabrication shall be Special Thickness Class 53 in accordance with AWWA C110/A21.10, AWWA C111/A21.11, and AWWA C115/A21.15. Bolt circle and bolt holes shall match those of ASME B16.1 Class 125 flanges. The flanges shall be rated for a maximum working pressure of 250 psi. Threaded flanges shall be individually fitted and machine tightened on the pipe ends. Flange facing shall be smooth or with shallow serrations in accordance with AWWA C115/A21.15.

2.03 FITTINGS

- A. General: Ductile iron pipe fittings shall be the compact type meeting the requirements of AWWA C110/A21.10 and AWWA C153/A21.53 where applicable. Ductile iron fittings shall be cement lined and seal coated.. Fittings shall be manufactured in accordance with AWWA C110/A21.10. Where taps are shown on fittings, tapping bosses shall be provided. At a minimum, fittings shall have the same pressure rating as the connecting pipe.
 1. Flanged Joint: AWWA C110/21.10 and ASME B16.1, faced and drilled 125-pound ANSI standard.

2. Mechanical Joint: AWWA C110/A21.10

- a. Provide mechanical joint fittings for all buried fittings as shown in the Drawings, unless noted otherwise.
- b. Provide specified gaskets.

2.04 LINING AND COATING

- A. The Contractor shall provide cement-lined ductile iron piping and fittings. The Contractor shall perform all field measurements confirming the accuracy of the piping sizes and lengths shown on the Drawings. The Contractor shall notify the Owner immediately before deviating from or altering the lining of ductile iron piping shown on the approved layout schedule.
- B. Cement-Lined Ductile Iron Pipe and Fittings: Interior surfaces of all cement-lined ductile iron pipe, fittings, and specials shall be cleaned and lined in the shop with a standard thickness cement-mortar lining applied in conformity with AWWA C104/A21.4, Portland cement mortar. Every precaution shall be taken to prevent damage to the lining. If lining is damaged or found faulty at delivery site, the Contractor shall repair or replace damaged or unsatisfactory portions with lining conforming to these Specifications at no additional cost to the Owner. Pipe linings for potable water lines shall be NSF 61 approved.
 - 1. All ductile iron pipe and fittings cement-mortar linings shall be surface sealed with an asphaltic seal coating, 1 mil, in accordance with AWWA C104/A21.4.

2.05 MANUFACTURERS

- A. Acceptable ductile iron pipe manufacturers include US Pipe, American Ductile Pipe, Griffin Pipe, or approved equal.

2.06 BOLTS

- A. General: The Contractor shall provide carbon steel, ASTM A307, Grade A hex head bolts and ASTM A563, Grade A hex head nuts. Threads shall be as specified in ASME B1.1 coarse thread series, Class 2A external and Class 2B internal. Nuts, bolts, and gaskets for flanged fittings and blind flanges shall be designed to withstand the design and test pressure ratings for the pipe.

2.07 GASKETS

- A. Gaskets for mechanical joints shall be compatible with potable water pipe service. See Section 15055, Piping Systems—General, for gasket requirements.

- B. Gaskets for flanged joints shall be 1/8-inch-thick, cloth-inserted rubber conforming to applicable parts of ASME B16.21 and AWWA C207. Gasket material shall be free from corrosive alkali or acid ingredients and suitable for use in potable water lines. Gaskets shall be full-face type for 125-pound flanges.

2.08 RETAINER GLANDS

- A. Retainer glands shall be provided for all buried ductile-iron mechanical joints, fitting, and ductile-iron pipe connections to buried valves. Retainer glands shall be designed for joint retaining through the use of a follower gland and set screw-anchoring devices that impart multiple wedging action against the pipe. The mechanical joint-restraint device shall be UL listed and shall have a working pressure of at least 250 psi with a minimum safety factor of 2.
 - 1. Gland: Manufactured of ductile iron conforming to ASTM A536. Gland dimensions shall match AWWA C111/A21.11 and AWWA C153/A21.53.
 - 2. Restraining Devices: Manufactured of ductile iron heat treated to a minimum hardness of 370 BHN. Restraining devices shall incorporate a set screw/twist-off nut bolt to ensure the proper actuating of the restraining device. The twist-off nut shall be designed to come off at the torque limit desired to anchor the restraining device in place on the pipe.
 - 3. Joint Deflection: Retainer gland joint deflection shall be limited to manufacturer's recommended maximum deflection angle. Joint deflection shall be applied before the set screws are torqued.
 - 4. Acceptable Manufacturers:
 - a. EBAA Iron, Inc. – Megalug 1100 Series.
 - b. Or approved equal.

2.09 EXTERNAL PIPE RESTRAINTS

- A. Ductile iron pipe push-on (bell and spigot) joint restraint shall be provided by a restraining harness consisting of a restraint ring, connecting tie-rods, and split-ring assembly installed at all push-on joints. The restraint ring shall consist of wedging components made from 60-42-12 ductile iron conforming to ASTM A536 and wedges heat treated to minimum 370 BHN. Torque limiting twist-off nuts shall be provided on each wedge to ensure proper applied installation torque. The split ring shall be made from 60-42-12 ductile iron conforming to ASTM A536. The connecting rods shall be made of steel conforming to AWWA C111/A12.11. Sizes 4- to 16-inch-diameter restraining

harnesses shall have 350 psi maximum working pressure rating and 18- to 36-inch-diameter restraining harnesses shall have 250 psi maximum working pressure rating. All harnesses shall be designed with a 2-to-1 safety factor applied to the maximum working pressure rating.

B. Acceptable Manufacturers:

1. EBAA Iron, Inc. – Series 1700.
2. Or approved equal.

2.10 COLOR CODING OR MARKING

- A. All potable water main pipe, including fittings, shall be color coded or marked using blue as a predominant color to differentiate drinking water from reclaimed or other water. Underground plastic pipe shall be solid-wall blue pipe, shall have a co-extruded blue external skin, or shall be white or black pipe with blue stripes incorporated into or applied to the pipe wall; and underground metal or concrete pipe shall have blue stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe shall have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90° intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint shall be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipes with an internal diameter of 24 inches or greater, tape or paint shall be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Marking tape shall be 3 inches wide with adhesive backing. Paint stripe shall be 3 inches wide. Aboveground pipe at drinking water treatment plants shall be color coded and labeled in accordance with subsection 62-555-320(10), FAC, and all other aboveground pipe shall be painted blue or shall be color coded or marked like underground pipe.

PART 3 EXECUTION

3.01 HANDLING PIPE AND FITTINGS

- A. Care shall be taken in loading, transporting, and unloading to prevent injury to the pipe, fitting, lining, and coating. Pipe and fittings shall not be dropped. All pipe and fittings shall be examined before installation, and no piece that the Owner finds defective shall be installed. The Contractor shall repair any damage to the pipe and fittings coating and/or lining as directed by the Owner. If the Owner determines that the coating and/or lining cannot be repaired, the Contractor shall replace the damaged pipe and fittings at no additional compensation.

- B. All pipe and fittings shall be subjected to a careful inspection immediately before installation.
- C. If any defective pipe is discovered after it has been installed, the Contractor shall remove and replace it with a pipe in satisfactory condition at no additional expense to the Owner.

3.02 PIPE INSTALLATION

- A. The Contractor shall provide and use proper implements, tools, and facilities for the safe and convenient performance of the work. All pipe, fittings, valves, and appurtenances shall be lowered carefully into the trench and at above-grade locations to prevent damage to the pipe, protective coating, lining, and polyethylene bagging. Under no circumstances shall pipeline materials be dropped off or dumped. A trench shall be dewatered before the pipe is installed.
- B. The Contractor shall carefully examine all pipe fittings, valves, and other appurtenances for damage and other defects immediately before installation and before bagging buried ductile-iron pipe. The Contractor shall mark and hold defective materials for inspection by the Owner, who may prescribe corrective repairs or reject the materials.
- C. The Contractor shall remove all lumps, blisters, and excess coating from the socket and plain ends of push-on joint pipe for buried service. The outside of the plain end and the inside of the bell shall be wiped clean and dry and be free from dirt, sand, grit, or any foreign material before the pipe is laid in trench.
- D. The Contractor shall prevent foreign material from entering the pipe while the pipe is being placed in the trench. During installation, no debris, tools, clothing, or other materials shall be placed in the pipe.
- E. As each length of buried pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.
- F. When pipe is not being laid, the open ends of pipe shall be closed by a watertight plug or other means approved by the Owner. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.
- G. Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

- H. Joint Assembly: Pipe joints shall be assembled in accordance with the manufacturer's instructions and the requirements of AWWA C600.
1. Flanged Joint: Before connecting flanged pipe the Contractor shall thoroughly clean all faces of the flanges of all oil, grease, and foreign material. The rubber gaskets shall be checked for proper fit and thoroughly cleaned. Care shall be taken to ensure proper sealing of the flange gasket. Bolts shall be tightened so that the pressure on the gasket is uniform. Torque-limiting wrenches shall be used to ensure uniform bearing insofar as possible. If joints leak when the hydrostatic test is applied, the gaskets shall be removed and reset and bolts retightened.
 2. Restrained Joint or Mechanical Joint: The Contractor shall joint piping in accordance with the manufacturer's recommendations. Provide all special tools and devices, such as special jacks, chokers, and similar items required for proper installation. Lubricant for the pipe gaskets shall be furnished by the pipe manufacturer, and no substitutes will be permitted under any circumstance.
- I. Pipe Deflection: When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane or where long radius curves are permitted, the amount of deflection shall not exceed that shown in AWWA C600 and that recommended by the retainer gland manufacturer for mechanical joint pipe and fittings.
- J. Pipe Cutting: For inserting valves, fittings, or closure pieces pipe shall be cut in a neat, workmanlike manner without damaging the pipe or lining. Ductile cast iron may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw, or oxyacetylene torch. Cut ends and rough edges shall be ground smooth, and for push-on joint connections the cut end shall be beveled.

3.03 INSPECTION, TESTING, AND DISINFECTION

- A. See Section 15055, Piping Systems—General; Section 15141, Disinfection of Piping; and Section 15144, Pressure Testing of Piping.

END OF SECTION

SECTION 15250 SMALL-DIAMETER PIPING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall provide small-diameter pipe and fittings (nominal diameters less than 4 inches unless noted otherwise on the Drawings) as shown on the Contract Drawings and described in Section 15055, Piping Systems—General.

1.02 SUBMITTALS

- A. The Contractor shall submit shop drawings in accordance with the Contract Documents.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM A53/A53M—Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - 2. ASTM A90/A90M—Standard Test Method for Weight (Mass) of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings.
 - 3. ASTM A105/A105M—Standard Specification for Carbon Steel Forgings for Piping Applications.
 - 4. ASTM A182/A182M—Standard Specification for Forged or Rolled Alloy and Stainless Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service.
 - 5. ASTM A193/A193M—Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and other Special Purpose Applications.
 - 6. ASTM A194/A194M—Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both.
 - 7. ASTM A312/A312M—Standard Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes.
 - 8. ASTM A320/A320M—Standard Specification for Alloy-Steel and Stainless Steel Bolting for Low-Temperature Service.

9. ASTM D1784—Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
10. ASTM D1785—Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
11. ASTM D2464—Standard Specification for Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
12. ASTM D2466—Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
13. ASTM D2467—Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
14. ASTM D2564—Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
15. ASTM F439—Standard Specification for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80.
16. ASTM F441/F441M—Standard Specification for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80.
17. ASTM F493—Standard Specification for Solvent Cements for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe and Fittings.
18. ASTM F656—Standard Specification for Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.

B. American Society of Mechanical Engineers (ASME)

1. ASME B1.20.1—Pipe Threads, General Purpose (Inch).
2. ASME B16.5—Pipe Flanges and Flanged Fittings NPS 1/2 through NPS 24 Metric/Inch Standards.
3. ASME B16.11—Forge Fittings, Socket-Welding and Threaded.
4. ASME B18.2.1—Square, Hex, Heavy Hex, and Askew Head Bolts and Hex, Heavy Hex, Hex Flange, Lobed Head, and Lag Screws (Inch Series).
5. ASME B36.10M—Welded and Seamless Wrought Steel Pipe.
6. ASME B36.19M—Stainless Steel Pipe.

C. Plastic Pipe Institute (PPI)

1. PPI TR-31—Underground Installation of Polyolefin Piping.

D. National Sanitation Foundation (NSF)

1.04 QUALITY ASSURANCE

- A. Piping materials and manufacturing shall adhere to the standards referenced in Section 15055, Piping Systems—General.

- B. The Contractor shall strictly adhere to the manufacturer's written storage, handling, installation, and joining.

PART 2 PRODUCTS

2.01 GENERAL

- A. All pipe joints and fittings shall have the same schedule, pressure ratings, thermal resistance, chemical resistance, and other pertinent properties as the pipe being joined or connected. Plastic fittings shall be manufactured of the same resin as used in the manufacture of the pipe being joined.
- B. Each pipe length shall be clearly marked with the manufacturer's name or trademark, applicable ASTM standards, size, pressure rating, and/or schedule.
- C. Provide line size reducing tees for connecting lateral or instrumentation to pipe systems. Seal threaded fittings with Teflon™ tape or Teflon™ paste. Engage threaded fittings in accordance with ASTM A53/A53M.

2.02 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

- A. Pipe: ASTM D1785, manufactured from Class 12454-B rigid PVC compounds with a hydrostatic design stress of 13.8 MPa (2,000 psi) designated as PVC 1120. Provide Schedule 40 PVC piping and socket welded fittings and Schedule 80 PVC threaded fittings, unless noted otherwise on the Drawings or in the Specifications.
- B. Joints: Solvent-welded unless flanged or threaded joints are indicated on the Drawings or required for connection to equipment. Solvent cement shall be as specified in ASTM D2564 for PVC pipe and ASTM F493 for CPVC pipe.
- C. Fittings:
 - 1. Solvent-welded: ASTM D2466 or ASTM D2467, manufactured from Class 12454-B rigid PVC compound; solvent cement conforming to ASTM D2564. Solvent cement shall be as specified in ASTM D2564 for PVC pipe and ASTM F493 for CPVC pipe.
 - 2. Threaded: ASTM D2464 manufactured from Class 12454-B rigid PVC compound; thread tape of Teflon. Only Schedule 80 PVC threaded pipe fittings shall be used.

2.03 GALVANIZED STEEL PIPE

- A. Pipe: Steel piping shall conform to the requirements of ASTM A53/A53M, Type S, Grade B, and ASME B36.10M, Schedule 40 as indicated on the Contract Drawings.
- B. Fittings: Forged steel conforming to ASTM A105/A105M and ASME B16.11, Class 2000.
- C. Joints: Threaded conforming to ASME B1.20.1.
- D. Galvanizing: Conform to ASTM A90/A90M.

2.04 POLYETHYLENE TUBING SERVICE LINES AND MAINS (2-INCH AND SMALLER)

- A. All services and mains 2 inches and smaller shall be polyethylene tubing. Tubing shall be manufactured of PE 4710, High-Density Polyethylene (HDPE), in accordance with AWWA C901, ASTM D1248, ASTM D2239, ASTM D2737 and ASTM D3350. The tubing shall have a minimum working pressure of 250 psi. Polyethylene tubing shall be copper tube size SDR 9 and shall be colored blue. HDPE pipe shall have ultraviolet (UV) inhibitors for protection against direct sunlight for 1 year. Inserts for polyethylene tubing may be utilized, at the Contractors' options, and, if used, shall be 316 stainless steel. The use of no-lead brass couplings, tees, and "Y" fittings are acceptable on poly service tubing, if not located under the roadway. Tubing shall be approved for use with potable water by the National Sanitation Foundation (NSF-14) and shall be continuously marked at intervals of not more than 4 feet with the following:
 - 1. Nominal size.
 - 2. Pressure rating.
 - 3. NSF seal.
 - 4. Manufacturer's name or trademark.
 - 5. Standard dimension ratio.
 - 6. ASTM specification.

PART 3 EXECUTION

3.01 GENERAL INSTALLATION REQUIREMENTS

- A. The Contractor shall lay and maintain all pipes straight and true to line in conformance with the lines, grades, and elevations indicated on the Drawings. Line and grade tolerances, where applicable, shall be in accordance with limits given for specific material.

- B. Trenching, bedding, and backfill shall be in accordance with Section 02305, Earthwork for Utilities, and shall be installed in accordance with Section 15055, Piping Systems—General.
- C. During laying operations, the Contractor shall not permit debris, tools, clothing, or similar items to be placed inside pipes. Pipe interior shall be free of mud and kept clean at all times. The Contractor shall secure the open ends of all piping at the end of construction each workday or any portion of a workday to prevent the intrusion of debris, precipitation, or soil from erosion. The proposed method of securing pipe open ends shall be approved by the Owner. If the Contractor fails to secure piping or if the secured end is dislodged, the Owner shall require the Contractor to flush all affected piping to remove accumulated debris and verify that the piping is free of debris using a method acceptable to the Owner, at no additional cost to the Owner.
- D. Pipe ends shall be kept clear and clean and the Contractor shall ensure that inside surfaces are maintained smooth and free from any projections that may interfere with joint assembly or flow through the completed line.
- E. The Contractor shall be careful when lowering pipe into trenches or on subgrade to prevent damage or twisting of the pipe. After laying and before completing backfill or cover operations, pipe shall be protected from any vehicular traffic.
- F. Existing piping flanged joints that are disassembled by the Contractor shall be fitted with new gaskets, as specified, upon reassembly.

3.02 PRESSURE AND LEAKAGE TESTS

- A. Pressure Testing
 - 1. The Contractor shall pressure test and leak test all new PVC and galvanized steel piping shown on the Drawings.

END OF SECTION

SECTION 15291
POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section covers the work necessary to furnish, install, and complete the AWWA C900 DR 18 PVC pipe and ductile iron fittings specified.

1.02 SUBMITTALS

The Contractor shall submit shop drawings in accordance with the Contract Documents:

- A. All PVC pipe and fittings to be installed under this Contract shall be inspected and tested at the location where the material for this project is manufactured. The Contractor shall submit certificates of such tests and their results.
- B. The Contractor shall submit the pipe manufacturer's certification of compliance with the applicable sections of the Specifications.

1.03 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. American Society of Testing Materials (ASTM)
 - 1. ASTM A242/A242M—Standard Specification for High-Strength Low-Alloy Structural Steel.
 - 2. ASTM A536—Standard Specification for Ductile Iron Castings.
 - 3. ASTM D2241—Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
 - 4. ASTM F477—Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- B. American Water Works Association (AWWA)
 - 1. AWWA C900—Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4-Inch Through 60-Inch (100 mm Through 1,500 mm).

PART 2 PRODUCTS

2.01 LARGE PVC PRESSURE PIPE

A. Large PVC Pressure Piping

1. Unless otherwise noted, PVC pressure pipe for nominal diameters 4 inches and larger shall conform to the requirements of AWWA C900 DR 18 up to 12 inches with piping larger than 12 inches having gasketed integral bell ends. Pipe shall be designed for maximum working pressure of not less than 150 psi. Pipe shall be made to ductile iron pipe ODs. The PVC pipe shall be blue and NSF approved for potable water use and purple for reclaimed water use.

B. Bell and Spigot

1. Pipe joints shall be made with integral bell and spigot pipe ends. The bell shall consist of an integral thickened wall section designed to be at least as strong as the pipe wall. The bell shall be supplied with a factory glued rubber ring gasket that conforms to the manufacturer's standard dimensions and tolerances. The gasket shall meet the requirements of ASTM F477. PVC joints shall be "Ring-Tite" as manufactured by J-M Manufacturing Company, Inc. or an equal approved by the Owner. Nontoxic gasket lubricant shall be as specified by the pipe manufacturer.

C. Restrained Joints

1. The following pipe joints and fittings restraint methods can be used to prevent pipe joints and fittings from separating under pressure. No additional financial compensation will be provided to the Contractor for providing the following methods of restraint:
 - a. C-900 PVC pipe bell and spigot joints (4-inch- through 12-inch-diameter pipe) shall be restrained with the EBAA Iron MEGALUG® Series 1600 Restrainer or an equal approved by the Owner. The Series 1600 restrainers shall provide a minimum of 150 psi restraint to DR 18 (Class 150) pipe with a 3 to 1 safety factor. C-905 PVC pipe bell and spigot shall be restrained with the EBAA Iron MEGALUG® Series 2800 Restrainer or an equal approved by the Owner. The Series 2800 restrainers shall provide a minimum of 200 psi restraint to DR 18 (Class 235) pipe with a 2-to-1 safety factor. The restraining device and tee head bolts shall be manufactured of high-strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be

- manufactured of corrosion-resistant, high-strength, low-alloy CORTEN steel meeting the requirements of ASTM A242/A242M.
- b. Mechanical joint fittings used with PVC pipe (3-inch- through 36-inch-diameter DR 18 pipe) shall be restrained with the EBAA Iron MEGALUG® Series 2000 PV Restrainer or an equal approved by the Owner. The Series 2000 PV restrainers shall provide a minimum of 150 psi restraint with a 2 to 1 safety factor. The restraining device and Tee head bolts shall be manufactured of high-strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion-resistant, high-strength, low-alloy CORTEN steel meeting the requirements of ASTM A242/A242M.

PART 3 EXECUTION

3.01 EXAMINATION

- A. The Contractor shall examine pipe and appurtenances shall be examined at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

3.02 PIPE INSTALLATION

- A. Proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe, fittings, and valves shall be lowered carefully into the trench using suitable tools or equipment to prevent damage to pipeline materials. Under no circumstances shall pipeline materials be dropped or dumped into the trench. The trench shall be dewatered before installing the pipe in accordance with the Specifications.
- B. The sealing surface of the pipe, the inside of the bell, and the inside of the gasket shall be cleaned immediately before assembly.
- C. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.
- D. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.
- E. At all times when pipe laying is in progress, except when joining another piece of pipe, the open ends of the pipe shall be closed by a watertight plug or other means

approved by the Owner to prevent the entrance of objectionable materials. Care shall be taken to prevent pipe flotation.

- F. Trench width at the top of the pipe, bedding conditions, and backfill placement and compaction shall be in accordance with the Contract Documents.
- G. Joint Assembly
 - 1. Pipe joints shall be assembled in accordance with the manufacturer's instructions.
- H. Pipe Deflection
 - 1. When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, the amount of deflecting shall not exceed 75% of that recommended by the manufacturer.
- I. Pipe Cutting
 - 1. Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe. Ends shall be cut square and perpendicular to the pipe axis.
 - 2. Burrs shall be removed from spigots, and ends shall be smoothly beveled. Field cut ends shall be marked for proper depth of joint assembly.
- J. Thrust Restraint
 - 1. All pipe, tees, valves, bends, etc., unless otherwise specified, shall be restrained using mechanical means as specified. Pipe restraint using the specified mechanical restraining system with the restrained joint schedule or tie-rods is also acceptable. Reaction blocking shall not be used on this project.
 - 2. All ductile iron fittings, valves, mechanical restraint harnesses, and other forms of mechanical restraint shall be installed and wrapped in polyethylene tube material as specified in Section 15155, Ductile Iron Pipe and Fittings.

3.03 LOCATION AND IDENTIFICATION

- A. All non-metallic potable water mains shall be installed with a continuous, insulated 14-gauge copper wire installed directly on top of pipe for location purposes. Detectable tape may be used in lieu of copper wire and shall be placed 1 foot above the top of the pipe.

- B. All potable water mains shall be a solid blue color. All lettering shall appear legibly on pipe and shall run the entire length of the pipe. Lettering shall be appropriate for the intended use.
- C. All DIP reclaimed water mains shall be marked with a continuous stripe located within the top 90° of the pipe and shall be a minimum of 2 inches in width and shall be lavender in color. Backfill shall not be placed for 30 minutes following paint application.

3.04 TESTING

- A. See Section 15144, Pressure Testing of Piping, for the requirements of pipe flushing, cleaning, pressure and leakage testing, and inspection requirements.
- B. See Section 15141, Disinfection of Piping, for the disinfection requirements.

END OF SECTION

APPENDIX

SUMMARY REPORT OF A GEOTECHNICAL SITE EXPLORATION, GSE ENGINEERING & CONSULTING, INC., DECEMBER 2020



Engineering & Consulting, Inc.

**SUMMARY REPORT OF A
GEOTECHNICAL SITE EXPLORATION**

**CITY OF LEESBURG TREADWAY SCHOOL WATER MAIN
LEESBURG, LAKE COUNTY, FLORIDA**

GSE PROJECT NO. 14843

Prepared For:

JONES EDMUNDS & ASSOCIATES, INC.

DECEMBER 2020

Certificate of Authorization No. 27430



Engineering & Consulting, Inc.

December 18, 2020

Mr. Kenneth A. Fraser, P.E.
Jones Edmunds & Associates, Inc.
8657 Baypine Road, Suite 300
Jacksonville, Florida 32256-8634

Subject: Summary Report of a Geotechnical Site Exploration
City of Leesburg Treadway School Water Main
Leesburg, Lake County, Florida
GSE Project No. 14843

Dear Mr. Fraser:

GSE Engineering & Consulting, Inc. (GSE) is pleased to submit this geotechnical site exploration report for the above referenced project.

Presented herein are the findings and conclusions of our exploration, including the geotechnical parameters and recommendations to assist with water main designs.

GSE appreciates this opportunity to have assisted you on this project. If you have any questions or comments concerning this report, please contact us.

Sincerely,

GSE Engineering & Consulting, Inc.

Cassandra R. Lindeman, E.I.
Staff Engineer



This item has been digitally signed and sealed by

**Jason E
Gowland**

Digitally signed by
Jason E Gowland
Date: 2020.12.18
15:45:18 -05'00'

on the date adjacent to the seal. Printed copies
of this document are not considered signed and
sealed and the signature must be verified on any
electronic copies.

Jason E. Gowland, P.E.
Senior Engineer
Florida Registration No. 66467

CRL / JEG: hmp
Z:\Projects\ 14843 City of Leesburg Treadway School Water Main / 14843.doc

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1. Project Site Location Map
2. Site Plan Showing Approximate Locations of Field Tests

1.0 INTRODUCTION

1.1 General

GSE Engineering & Consulting, Inc. (GSE) has completed this geotechnical exploration for the proposed water main located in Leesburg, Lake County, Florida. This exploration was performed in accordance with GSE Proposal No. 2020-543 dated October 14, 2020. You authorized our services on October 23, 2020.

1.2 Project Description

This project will consist of constructing a water main in Leesburg, Lake County, Florida (Figure 1).

You provided information about the project. The project will consist of an approximate 4,700 linear feet of 8-inch PVC water main starting at the intersection of Treadway and Secret Hill Road. The main will begin on the south side of the road. Horizontal directional drilling (HDD) will be utilized where the main will cross Pershing, Lee, Washington, Grant, and from west to east at CR 473. The main will be located on the east side of CR 473 and HDD will be utilized again where it will cross Northern and Wiley until the intersection with Westmont. Per the provided county detail for HDD pipe, the water main will be 5 feet deep at the edge of pavement. We anticipate the water main will be constructed no deeper than 10 feet below land surface.

A recent aerial photograph of the site was obtained and reviewed. The aerial photograph was used in preparation of this exploration and report.

1.3 Purpose

The purpose of this geotechnical exploration was to determine the general subsurface conditions, evaluate these conditions with respect to the proposed construction, and prepare geotechnical parameters and recommendations to assist with water main designs.

2.0 FIELD AND LABORATORY TESTS

2.1 General Description

The procedures used for field sampling and testing are in general accordance with industry standards of care and established geotechnical engineering practices for this geographic region. This exploration consisted of performing seven (7) Standard Penetration Test (SPT) borings to a depth of 10 feet below land surface (bls) and six (6) auger borings to a depth of 6 feet bls along the water main alignment.

The soil borings were performed at the approximate locations as shown on Figure 2. The borings were located at the site using Global Positioning System (GPS) coordinates and obvious site features as reference. The boring locations should be considered approximate. The soil borings were performed on December 4, 2020.

2.2 Auger Borings

The auger borings were performed in accordance with ASTM D1452. The borings were performed with flight auger equipment that was rotated into the ground in a manner that reduces soil disturbance. After penetrating to the required depth, the auger was retracted and the soils collected on the auger flights were field classified and placed in sealed containers. Representative samples of each stratum were retained from the auger boring. Results from the auger borings are provided in Section 5.1.

2.3 Standard Penetration Test Borings

The soil borings were performed with a drill rig employing flight auger drilling techniques and Standard Penetration Testing (SPT) in accordance with ASTM D1586. The SPTs were performed continuously to 10 feet and at 5-foot intervals thereafter. Soil samples were obtained at the depths where the SPTs were performed. The soil samples were classified in the field, placed in sealed containers, and returned to our laboratory for further evaluation.

After drilling to the sampling depth, the standard two-inch O.D. split-barrel sampler was seated by driving it 6 inches into the undisturbed soil. Then the sampler was driven an additional 12 inches by blows of a 140-pound hammer falling 30 inches. The number of blows required to produce the next 12 inches of penetration were recorded as the penetration resistance (N-value). These values and the complete SPT boring logs are provided in Section 5.2.

Upon completion of the sampling, the boreholes were abandoned in accordance with Water Management District guidelines.

2.4 Soil Laboratory Tests

The soil samples recovered from the soil borings were returned to our laboratory, and examined to confirm the field descriptions. Representative samples were then selected for laboratory testing. The laboratory tests consisted of eight (8) percent soil fines passing the No. 200 sieve determinations and eight (8) natural moisture content determinations. These tests were performed in order to aid in classifying the soils and to further evaluate their engineering properties. The laboratory tests are provided in Section 5.3.

3.0 FINDINGS

3.1 Surface Conditions

Ms. Cassandra R. Lindeman, E.I. with GSE visited the site on November 19, 2020 to observe the site conditions and mark the boring locations.

The site consists of the existing right-of-way along Treadway School Road and CR 473. The right-of-way along both roads contains open grass.

The topography at the site is relatively level. Regional topography is relatively level before sloping downwards towards the scattered lakes located in the area. The Leesburg East USGS Topographic Map indicates the ground surface elevations at the site are near 75 feet¹ NAVD88.

3.2 Subsurface Conditions

The locations of the auger and SPT borings are provided on Figure 2. Complete logs for the borings are provided in Sections 5.1 and 5.2. Descriptions for the soils encountered are accompanied by the Unified Soil Classification System symbol (SM, SP-SM, etc.) and are based on visual examination of the recovered soil samples and the laboratory tests performed. Stratification boundaries between the soil types should be considered approximate, as the actual transition between soil types may be gradual.

The auger borings located along Treadway School Road and CR 473 generally encountered similar soil conditions across the site. The borings encountered poorly graded sand (SP) and sand with silt (SP-SM) to the explored depth of 6 feet bls. Boring A-3 initially encountered 10 inches of limerock before encountering the sand with silt (SP-SM) and poorly graded sand (SP) layers.

The SPT borings located along Treadway School Road and CR 473 encountered similar soils conditions to the auger borings performed. Generally, the borings encountered 0.7 to 4 feet of sand with silt (SP-SM) underlain by poorly graded sand (SP) to the explored depth of 10 feet bls.

The sand with silt (SP-SM) and poorly graded sand (SP) layers are generally in a very loose to medium dense condition with N-values of 4 to 13 blows per foot.

The groundwater table was encountered in SPT borings B-1 and B-2 at 9 feet bls at the time of our investigation.

3.3 Review of Published Data

The majority of the site is mapped as two soil series by the Soil Conservation Service (SCS) Soil Survey for Lake County². The majority of the site is mapped as Candler sand, while a small portion on Treadway School Road is mapped as Tavares sand. The following soil descriptions are from the Soil Survey.

¹ United States Geological Survey, Leesburg East Quadrangle, 2018.

² Soil Survey of Lake County, Florida. Soil Conservation Service, U.S. Department of Agriculture.

Candler sand, 0 to 5 percent slopes –

Map Unit Setting

Elevation: 40 to 150 feet

Mean annual precipitation: 46 to 54 inches

Mean annual air temperature: 68 to 75 degrees F

Frost-free period: 340 to 365 days

Map Unit Composition

Candler and similar soils: 75 percent

Minor components: 25 percent

Description of Candler

Setting

Landform: Ridges on marine terraces, knolls on marine terraces

Landform position (three-dimensional): Interfluve

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Eolian or sandy marine deposits

Properties and qualities

Slope: 0 to 5 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Excessively drained

Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Maximum salinity: Nonsaline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water capacity: Very low (about 2.5 inches)

Interpretive groups

Land capability (nonirrigated): 4s

Ecological site: Sand Pine Scrub

Typical profile

0 to 7 inches: Sand

7 to 67 inches: Sand

67 to 80 inches: Sand

Minor Components

Apopka

Percent of map unit: 15 percent

Landform: Ridges on marine terraces, knolls on marine terraces

Landform position (three-dimensional): Interfluve, side slope

Down-slope shape: Convex

Across-slope shape: Linear

Ecological site: Longleaf Pine-Turkey Oak Hills

Kendrick

Percent of map unit: 5 percent
Landform: Ridges on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: Longleaf Pine-Turkey Oak Hills

Lake

Percent of map unit: 5 percent
Landform: Ridges, hills, marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: Longleaf Pine-Turkey Oak Hills

Kendrick, thin subsurface

Percent of map unit: 5 percent
Landform: Ridges on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: Upland Hardwood Hammocks

Orlando

Percent of map unit: 5 percent
Landform: Ridges on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: Longleaf Pine-Turkey Oak Hills

Tavares sand, 0 to 5 percent slopes –

Map Unit Setting

National map unit symbol: 2v173
Elevation: 0 to 180 feet
Mean annual precipitation: 44 to 56 inches
Mean annual air temperature: 68 to 75 degrees F
Frost-free period: 300 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Tavares and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Tavares

Setting

Landform: Ridges on marine terraces, flats on marine terraces, knolls on marine terraces

Landform position (two-dimensional): Shoulder, backslope

Landform position (three-dimensional): Interfluvium, base slope

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Eolian or sandy marine deposits

Typical profile

A - 0 to 7 inches: sand

C - 7 to 80 inches: sand

Properties and qualities

Slope: 0 to 5 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Moderately well drained

Runoff class: Negligible

Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 50.02 in/hr)

Depth to water table: About 42 to 72 inches

Frequency of flooding: None

Frequency of ponding: None

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 4.0

Available water storage in profile: Very low (about 1.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3s

Hydrologic Soil Group: A

Forage suitability group: Sandy soils on rises, knolls, and ridges of mesic uplands (G154XB121FL)

Other vegetative classification: Longleaf Pine-Turkey Oak Hills (R154XY002FL)

Hydric soil rating: No

Minor Components

Apopka

Percent of map unit: 6 percent

Landform: Knolls on marine terraces, ridges on marine terraces

Landform position (two-dimensional): Footslope, shoulder, summit

Landform position (three-dimensional): Side slope, nose slope, crest

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Longleaf Pine-Turkey Oak Hills (R154XY002FL)

Hydric soil rating: No

Candler

Percent of map unit: 4 percent

Landform: Knolls on marine terraces, ridges on marine terraces

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope, interfluve, tread

Down-slope shape: Convex

Across-slope shape: Convex

Other vegetative classification: Longleaf Pine-Turkey Oak Hills (R155XY002FL), Longleaf Pine-Turkey Oak Hills (R154XY002FL)

Hydric soil rating: No

Adamsville

Percent of map unit: 3 percent

Landform: Knolls on flatwoods, rises on flatwoods

Landform position (two-dimensional): Summit

Landform position (three-dimensional): Interfluve, talf, rise

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Upland Hardwood Hammock (R155XY008FL), Upland Hardwood Hammock (R154XY008FL)

Hydric soil rating: No

Zolfo

Percent of map unit: 2 percent

Landform: Flats on marine terraces

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Hydric soil rating: No

3.4 Laboratory Soil Analysis

Selected soil samples recovered from the soil borings were analyzed for the percent soil fines passing the No. 200 sieve and natural moisture content. Samples selected for laboratory testing were collected at depths ranging from 0.5 to 10 feet bls. These tests were performed to confirm visual soil classification and evaluate their engineering properties. The complete laboratory report is provided in Section 5.3.

The laboratory tests indicate the tested soils consist of poorly graded sand (SP) and sand with silt (SP-SM). The tested poorly graded sand (SP) contains approximately 0.2 to 2.4 percent soil fines passing the No. 200 sieve with natural moisture contents of about 3.6 to 5.3 percent. The tested sand with silt (SP-SM) contains approximately 10 percent soil fines passing the No. 200 sieve with a natural moisture content of about 6.8 percent.

4.0 EVALUATION AND RECOMMENDATIONS

4.1 General

The following recommendations are made based upon our understanding of the proposed construction, a review of the attached soil borings and laboratory test data, and experience with similar projects and subsurface conditions. If plans or the location of proposed construction changes from those discussed previously, GSE requests the opportunity to review and possibly amend our recommendations with respect to those changes.

The performance of site improvements may be sensitive to their post-construction relationship to site groundwater levels, seepage zones, or soil/rock characteristics exposed at final site grades. GSE recommends that use of boring information for final design of all site improvements be predicated on proper horizontal and vertical control of borings.

In this section of the report, we present our geotechnical parameters and recommendations to assist with water main designs as well as our general site preparation guidelines.

4.2 Groundwater

The groundwater table was encountered in boring B-1 and B-2 at a depth of 9 feet bls. The County Soil Survey indicates the groundwater table is typically at a depth of 3.5 to 6 feet bls in the area of B-1 and B-2 and more than 80 inches bls across the rest of the site. We estimate the seasonal high groundwater table will be at depths of approximately 6 to 8 feet bls.

4.3 Trench Excavation

Based on the information provided, we understand that the water line will be constructed using trenchless methods. The following subsections provide information for the design and construction of the water line and excavations required for the proposed installation.

4.3.1 General

It is likely that auger pits will be required at certain locations to install the water main. For design, the groundwater level should be assumed to exist at the seasonal high groundwater level, since these conditions may exist after a heavy rain event. Geotechnical parameters were developed for the design of pit construction as part of the proposed water main.

4.3.2 Geotechnical Parameters

Based on the soil conditions encountered by the borings, geotechnical design parameters were developed for sandy soils encountered across the site for the design of pit construction. These design parameters are provided in Table 1 below.

Table 1 Geotechnical Design Soil Parameters				
Boring No.	Range of Depths (feet bls)	Moist Unit Weight, γ , (pcf)	Submerged Unit Weight, γ , (pcf)	Internal Friction Angle, π , (degrees)
B-1	0 to 2.5	115	53	30
	2.5 to 7	100	38	29
	7 to 10	115	53	30
B-2	0 to 2.5	115	53	30
	2.5 to 10	95	33	28
B-3	0 to 2.5	112	50	29
	2.5 to 10	95	33	28
B-4	0 to 7	95	33	28
	7 to 10	115	53	30
B-5	0 to 7	95	33	28
	7 to 10	112	50	29
B-6	0 to 8	95	33	28
	8 to 10	112	50	29
B-7	0 to 4	115	53	30
	4 to 10	112	50	29

4.3.3 Excavation Stability

The open excavations may be shored or laid back to a stable slope or supported by some other equivalent means used to provide safety for workers and adjacent structures, if any. The excavations should be made in accordance with OSHA Standards, OSHA 2207, Subpart P, latest revision.

- Excavations less than 5 feet below land surface (bls) – Excavations that are less than 5 feet in depth should be effectively protected when an indication of ground movement is anticipated.

- Excavations greater than 5 feet bls- Excavations that are deeper than 5 feet should be sloped, shored, sheeted, braced, or laid back to a stable slope or supported by some other equivalent means or protection such that workers are not exposed to moving ground or cave-ins. The slopes and shoring should be in accordance with trench safety requirements as per OSHA Standards. For shoring greater than 20 feet (if needed), an engineering evaluation is required.

The excavation pits should be backfilled in accordance with the project specifications. It is likely the excavated material may be used as backfill material provided it meets the requirements of Section 4.7 Fill Suitability of this report. We recommend that the backfill be placed in maximum 12-inch loose lifts that are compacted to at least 95 percent of the Modified Proctor maximum dry density.

4.4 Trenchless Installation

We understand that the proposed water line will be installed using trenchless methods. Based on the soil conditions encountered we recommend the geotechnical design parameters provided in Table 1 be used. GSE recommends that appropriate earth pressures be determined for the auger casing. For crossing under major roads, the stresses due to traffic loads should be considered.

Carrier pipe must be sufficiently strong to withstand anticipated long-term ground loads and must not be subject to deterioration by substance either in the ground or in the casing. The carrier pipe design should include consideration of not only the loads applied to the pipe but also factors other than soil loading. These factors could include minimum structural code requirements, loading from pipe jacking operations and other construction loads. The geotechnical design parameters given in Table 1 should be used in analyzing the soil structure interaction of the carrier pipe.

4.5 Site Preparation

The soils at this site should be suitable for supporting the proposed construction using normal, good practice site preparation procedures. The following recommendations are our general guidelines for site preparation.

4.5.1 Stripping

Strip the construction limits and 10 feet beyond the perimeter of all grass, roots, topsoil, and other deleterious materials. You should expect to strip to depths of 12 or more inches. Deeper stripping may be necessary if major root systems are present at the site.

4.5.2 Dewatering

Temporary dewatering is not expected to be necessary for this project. However, if needed, we anticipate dewatering can be accomplished with sumps placed near the construction area, or with underdrains connected to a vacuum pump.

In any case, the site should always be graded to promote runoff and limit the amount of ponding. Localized ponding of stormwater is expected without proper grading during construction, and could render previously acceptable surfaces unacceptable.

4.5.3 Proof-Rolling

If required for slabs on grade or above ground improvements, proof-roll the subgrade with heavy rubber-tired equipment, such as a loaded front-end loader or dump truck, to identify any loose or soft zones not found by the soil borings. The proof-rolling should be monitored by a geotechnical engineer or qualified technician. Undercut or otherwise treat these zones as recommended by the geotechnical engineer in this report.

4.5.4 Proof Compaction

Compact the subgrade to a density of at least 95 percent of the Modified Proctor maximum dry density (ASTM D1557). The specified compaction should be obtained to a depth of 1 foot below the foundation bottoms and the existing grade prior to placing fill. Vibratory roller equipment should not be used within approximately 100 feet of existing structures. Lighter “walk-behind” compaction equipment may be used to achieve the degree of compaction.

4.5.5 Fill Placement

Imported fill placed to raise the site grades should consist of clean sand having less than 10 percent passing the No. 200 sieve. On-site soils meeting the requirements of Section 4.6 may also be used as structural fill. The fill should be placed in maximum 12-inch loose lifts that are compacted to at least 95 percent of the Modified Proctor maximum dry density (ASTM D1557). If lighter “walk-behind” compaction equipment is used, this may require lifts of 4 inches or less to achieve the required degree of compaction.

4.6 Quality Control and Construction Materials Testing

It should be noted that the geotechnical engineering design does not end with the advertisement of the construction documents. As the geotechnical engineer of record, GSE is the most qualified to perform the construction materials testing that will be required for this project. The benefits of having the geotechnical engineer of record also perform the construction materials testing are numerous. If GSE continues to be involved with the project through construction, we will be able to constantly re-evaluate and possibly alter our geotechnical recommendations in a timely and cost-effective manner once final design and construction techniques are developed. This often results in cost savings for the project.

4.7 Fill Suitability

The soils encountered at this site within the explored depths range from sands (SP) sands with silt (SP-SM). A discussion of the suitability for reuse as structural fill for each soil classification according to the Unified Soil Classification System (USCS) designation is provided below.

SP, SP/SM – Sands (SP) and sand with silt (SP/SM) have less than 5 percent and 12 percent soil fines passing the No. 200 sieve, respectively, and are typically well draining soils that are suitable for reuse as structural fill. The sands with silt may require moisture conditioning (drying) to make the material more workable. These soils will require stockpiling and drying before they are reused if they are excavated from below the water table.

SM – Silty sands (SM) can have between 12 percent and 50 percent soil fines passing the No. 200 sieve. Silty sands are typically non-plastic or have low plasticity, and can be reused as structural fill with precautions. Silty sands can be moisture sensitive and difficult to work and compact and can rut if the moisture content is near or above the optimum moisture content. We recommend these soils be moisture conditioned (dried) so that the moisture content during use is at or below the optimum moisture content. Aerating and exposure to the sun is typically the most effective methods of drying these soils. It may not be practical to reuse these materials during the wet season, as frequent rain showers may not allow these soils to dry to a workable moisture content. Suitable silty sands are limited to soil having less than 30 percent soil fines passing the No. 200 sieve. Silty sands with more than 30 percent soil fines are especially moisture sensitive, and are not recommended for reuse as structural fill. These soils will behave more as sandy silt, and for this reason, very silty sands having more than 30 percent soil fines passing the No. 200 sieve have been assigned a dual classification of SM/ML. Silty sand soils that are excavated from below the water table are not recommended for reuse as structural fill due to the amount of time that will be required to dry these soils to a workable condition.

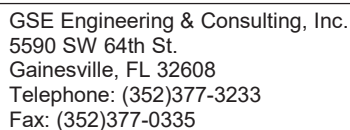
SC – Clayey sand (SC) soils can have between 12 percent and 50 percent soil fines passing the No. 200 sieve. Clayey sands can have a high range of plasticity, varying from a PI of 7 or greater and plotting above the A-line to highly plastic. Friable clayey sands are typically suitable for use as structural fill with precautions. Clayey sands will be moisture sensitive and difficult to work and compact and can rut during placement if the moisture content is near or above the natural moisture content. We recommend these soils be moisture conditioned (dried) so that the moisture content during use is at or below the optimum moisture content. Aerating and exposure to the sun is typically the most effective methods of drying these soils. It may not be practical to reuse these materials during the wet season, as frequent rain showers may not allow these soils to dry to a workable moisture content. Suitable clayey sands are limited to soil having less than 30 percent soil fines passing the No. 200 sieve. Clayey sands with more than 30 percent soil fines passing the No. 200 sieve are especially moisture sensitive and are typically highly plastic, and are not recommended for reuse as structural fill. These soils will behave more as sandy clay, and for this reason, very clayey sands having more than 30 percent soil fines passing the No. 200 sieve have been assigned a dual classification of SC/CH or SC/CL. Clayey sand soils that are excavated from below the water table are not recommended for reuse as structural fill due to the amount of time that will be required to dry these soils to a workable condition.

ML, MH, CL, CH – Silts and clays are not suitable materials for reuse as structural fill.

When using on-site soils as fill materials, we recommend the silty and clayey sand soils (SM, SC) be used in the lower depths of the fill. Sand and sand with silt (SP, SP-SM) should be used in the upper portions of the fill. We recommend a minimum of 2 feet of sand (SP, SP-SM) cover the silty and clayey sand fill materials to reduce the potential for soggy surface conditions due to the low permeability characteristics of the silty and clayey sand materials.

5.0 FIELD DATA

5.1 Auger Boring Logs



PROJECT NAME City of Leesburg Treadway School

PROJECT LOCATION Leesburg, Lake County, Florida

DATE PERFORMED 12/4/2020 **BORING NUMBER A-2**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY WDI

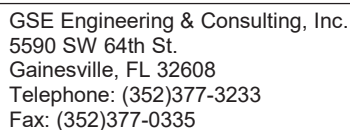
AT TIME OF DRILLING NE CHECKED BY CRL

▽ ESTIMATED SEASONAL HIGH NA

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION
0.0			(SP-SM) Orange and brown SAND with silt	0.0			(SP-SM) Brown and orange SAND with silt
		AU 1	%PASS-200 = 10 MC = 6.8			AU 1	
2.0			(SP-SM) Brown SAND with silt	2.0			(SP-SM) Brown and gray SAND with silt
2.5				2.5			
		AU 2				AU 2	
5.0				5.0			
6.0			Bottom of borehole at 6.0 feet.	6.0			Bottom of borehole at 6.0 feet.

(Continued Next Page)



PROJECT NAME City of Leesburg Treadway School

PROJECT LOCATION Leesburg, Lake County, Florida

DATE PERFORMED 12/4/2020 **BORING NUMBER A-4**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

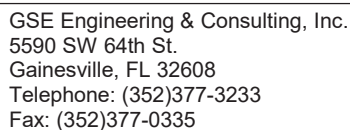
GROUND WATER LEVELS: LOGGED BY WDI

AT TIME OF DRILLING NE CHECKED BY CRL

▽ ESTIMATED SEASONAL HIGH NA

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION
0.0			10" LIMEROCK	0.0			(SP-SM) Brown, gray and orange SAND with silt
0.8		AU 1	(SP-SM) Brown and orange SAND with silt and traces of limerock	1.5			(SP-SM) Orange and brown SAND with silt
2.0			(SP) Brown and gray SAND	2.5			
2.5		AU 2	%PASS-200 = 2.4 MC = 5.0	5.0		AU 2	
6.0			Bottom of borehole at 6.0 feet.	6.0			Bottom of borehole at 6.0 feet.



PROJECT NAME City of Leesburg Treadway School

PROJECT LOCATION Leesburg, Lake County, Florida

DATE PERFORMED 12/4/2020 **BORING NUMBER A-6**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS: LOGGED BY WDI

NE AT TIME OF DRILLING NE CHECKED BY CRL

▽ ESTIMATED SEASONAL HIGH NA

NOTES

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION
0.0		AU 1	(SP-SM) Brown, gray and orange SAND with silt and traces of limerock
1.0			(SP-SM) Brown and gray SAND with silt
2.5		AU 2	
5.0			
6.0			Bottom of borehole at 6.0 feet.

B-2 PORTRAIT - GINT STD US.GDT - 12/15/20 12:10 - Q:\PROJECTS\14843 CITY OF LEESBURG TREADWAY SCHOOL WATER MAIN\14843 BORINGS\14843.GPJ

5.2 Standard Penetration Test Soil Boring Logs



GSE Engineering & Consulting, Inc.
5590 SW 64th St.
Gainesville, FL 32608
Telephone: (352)377-3233
Fax: (352)377-0335

BORING NUMBER B-2

CLIENT Jones Edmunds and Associates, Inc.

PROJECT NAME City of Leesburg Treadway School

PROJECT NUMBER 14843

PROJECT LOCATION Leesburg, Lake County, Florida

DATE STARTED 12/4/20 COMPLETED 12/4/20

GROUND ELEVATION HOLE SIZE

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS:

DRILLING METHOD Auger

▼ AT TIME OF DRILLING 9.0 ft

LOGGED BY WDI CHECKED BY CRL

▽ ESTIMATED SEASONAL HIGH 6.0 ft

NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	CONTACT DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	LIQUID LIMIT, %	PLASTIC LIMIT, %	PLASTICITY INDEX	PERCENT PASS NO. 200 SIEVE	MOISTURE CONTENT, %	▲ SPT N VALUE ▲
0.0											20 40 60 80
2.5		(SP-SM) Loose brown SAND with silt		SPT 1	4-4-5 (9)						
				SPT 2	4-2-3 (5)						
5.0		(SP) Very loose to loose brown and orange SAND	4	SPT 3	2-2-2 (4)						
	▽			SPT 4	2-3-3 (6)						
7.5		(SP) Loose brown and gray SAND	7	SPT 5	2-3-2 (5)						
	▼			SPT 6	2-2-3 (5)				0.7	5.3	
10.0		Bottom of borehole at 10.0 feet.	10								

SPT BORINGS - GINT STD US GDT - 12/18/20 12:13 - Q:\PROJECTS\14843 CITY OF LEESBURG TREADWAY SCHOOL WATER MAIN\14843 BORINGS\14843.GPJ



GSE Engineering & Consulting, Inc.
5590 SW 64th St.
Gainesville, FL 32608
Telephone: (352)377-3233
Fax: (352)377-0335

BORING NUMBER B-5

CLIENT Jones Edmunds and Associates, Inc.

PROJECT NAME City of Leesburg Treadway School

PROJECT NUMBER 14843

PROJECT LOCATION Leesburg, Lake County, Florida

DATE STARTED 12/4/20 **COMPLETED** 12/4/20

GROUND ELEVATION **HOLE SIZE**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS:

DRILLING METHOD Auger

▼ **AT TIME OF DRILLING** NE

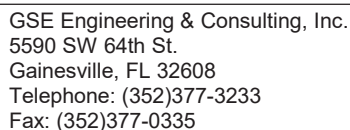
LOGGED BY WDI **CHECKED BY** CRL

▽ **ESTIMATED SEASONAL HIGH** 8.0 ft

NOTES

SPT BORINGS - GINT STD US GDT - 12/18/20 12:13 - Q:\PROJECTS\14843 CITY OF LEESBURG TREADWAY SCHOOL WATER MAIN\14843 BORINGS\14843 GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	CONTACT DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	LIQUID LIMIT, %	PLASTIC LIMIT, %	PLASTICITY INDEX	PERCENT PASS NO. 200 SIEVE	MOISTURE CONTENT, %	▲ SPT N VALUE ▲
0.0											20 40 60 80
		(SP-SM) Loose brown and orange SAND with silt									
2.5			2.5	SPT 1	3-3-3 (6)						
		(SP) Very loose to loose brown and orange SAND									
				SPT 2	4-3-2 (5)						
5.0				SPT 3	2-2-2 (4)				0.7	3.7	
				SPT 4	2-3-3 (6)						
7.5		(SP) Loose pale brown gray and orange SAND	7								
	▽			SPT 5	4-3-4 (7)						
		(SP) Loose pale gray SAND	8.5								
				SPT 6	4-4-4 (8)						
10.0		Bottom of borehole at 10.0 feet.	10								



CLIENT <u>Jones Edmunds and Associates, Inc.</u>	PROJECT NAME <u>City of Leesburg Treadway School</u>
PROJECT NUMBER <u>14843</u>	PROJECT LOCATION <u>Leesburg, Lake County, Florida</u>
DATE STARTED <u>12/4/20</u> COMPLETED <u>12/4/20</u>	GROUND ELEVATION _____ HOLE SIZE _____
DRILLING CONTRACTOR <u>Whitaker Drilling, Inc.</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Auger</u>	▼ AT TIME OF DRILLING <u>NE</u>
LOGGED BY <u>WDI</u> CHECKED BY <u>CRL</u>	▽ ESTIMATED SEASONAL HIGH <u>8.0 ft</u>
NOTES	

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	CONTACT DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	LIQUID LIMIT, %	PLASTIC LIMIT, %	PLASTICITY INDEX	PERCENT PASS NO. 200 SIEVE	MOISTURE CONTENT, %	▲ SPT N VALUE ▲
0.0											20 40 60 80
		(SP-SM) Very loose to loose dark brown SAND with silt									
		(SP) Loose orange and brown SAND	0.7								
2.5				SPT 1	3-3-4 (7)						
				SPT 2	3-3-3 (6)						
5.0				SPT 3	2-2-2 (4)						
				SPT 4	2-2-2 (4)						
7.5		(SP) Loose pale brown SAND	7						0.2	3.6	
				SPT 5	2-3-4 (7)						
				SPT 6	4-4-5 (9)						
10.0		Bottom of borehole at 10.0 feet.	10								

SPT BORINGS - GINT STD US.GDT - 12/18/20 12:13 - Q:\PROJECTS\14843 CITY OF LEESBURG TREADWAY SCHOOL WATER MAIN\14843 BORINGS\14843.GPJ



GSE Engineering & Consulting, Inc.
 5590 SW 64th St.
 Gainesville, FL 32608
 Telephone: (352)377-3233
 Fax: (352)377-0335

BORING NUMBER B-7

CLIENT Jones Edmunds and Associates, Inc.

PROJECT NAME City of Leesburg Treadway School

PROJECT NUMBER 14843

PROJECT LOCATION Leesburg, Lake County, Florida

DATE STARTED 12/4/20 **COMPLETED** 12/4/20

GROUND ELEVATION **HOLE SIZE**

DRILLING CONTRACTOR Whitaker Drilling, Inc.

GROUND WATER LEVELS:

DRILLING METHOD Auger

▼ **AT TIME OF DRILLING** NE

LOGGED BY WDI **CHECKED BY** CRL

▽ **ESTIMATED SEASONAL HIGH** 8.0 ft

NOTES

SPT BORINGS - GINT STD US.GDT - 12/18/20 12:13 - Q:\PROJECTS\14843 CITY OF LEESBURG TREADWAY SCHOOL WATER MAIN\14843 BORINGS\14843.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	CONTACT DEPTH (ft)	SAMPLE TYPE NUMBER	BLOW COUNTS (N VALUE)	LIQUID LIMIT, %	PLASTIC LIMIT, %	PLASTICITY INDEX	PERCENT PASS NO. 200 SIEVE	MOISTURE CONTENT, %	▲ SPT N VALUE ▲
0.0											20 40 60 80
		(SP-SM) Loose brown and orange SAND with silt									
2.5			2.5	SPT 1	5-5-5 (10)						
		(SP) Loose to medium dense Brown and orange SAND									
				SPT 2	6-8-5 (13)						
5.0				SPT 3	5-4-4 (8)						
				SPT 4	3-3-3 (6)						
7.5				SPT 5	3-3-4 (7)						
				SPT 6	4-4-5 (9)						
10.0		Bottom of borehole at 10.0 feet.	10								

5.3 Laboratory Results



SUMMARY REPORT OF LABORATORY TEST RESULTS

Project Number: 14843

Project Name: City of Leesburg Treadway School Water Main

Boring Number	Depth (ft)	Soil Description	Natural Moisture Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	Percent Passing No. 200 Sieve	Organic Content (%)	Hydraulic Conductivity (ft/day)	Unified Soil Classification
B-1	4 - 5.5	Pale brown SAND	3.8				1.1			SP
B-2	8.5 - 10	Brown and gray SAND	5.3				0.7			SP
B-4	5.5 - 7	Orange and brown SAND	3.9				1.0			SP
B-5	4 - 5.5	Brown and orange SAND	3.7				0.7			SP
B-6	7 - 8.5	Pale brown SAND	3.6				0.2			SP
A-1	0.5 - 1	Orange and brown SAND with silt	6.8				10			SP-SM
A-3	2.5 - 3	Brown and gray SAND	5.0				2.4			SP
A-6	2 - 2.5	Orange brown SAND	3.6				1.1			SP

5.4 Key to Soil Classification

KEY TO SOIL CLASSIFICATION CHART

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests				SYMBOLS		GROUP NAME	
				GRAPHIC	LETTER		
COARSE-GRAINED SOILS	Gravels	Clean Gravels	$Cu \geq 4$ and $1 \leq Cc \leq 3$		GW	Well graded GRAVEL	
	More than 50% retained on No. 200 sieve	More than 50% of coarse fraction retained on No. 4 sieve	Less than 5% fines	$Cu < 4$ and/or $1 > Cc > 3$		GP	Poorly graded GRAVEL
			Gravels with fines	Fines classify as ML or MH		GM	Silty GRAVEL
			More than 12% fines	Fines classify as CL or CH		GC	Clayey GRAVEL
			Sands	Clean Sands	$Cu \geq 6$ and $1 \leq Cc \leq 3$		SW
	50% or more of coarse fraction passes No. 4 sieve		Less than 5% fines	$Cu < 6$ and/or $1 > Cc > 3$		SP	Poorly graded SAND
			Sand with fines	Fines classify as ML or MH		SP-SM	SAND with silt
			$5\% \leq \text{fines} < 12\%$	Fines classify as CL or CH		SP-SC	SAND with clay
			Sand with fines	Fines classify as ML or MH		SM	Silty SAND
			$12\% \leq \text{fines} < 30\%$	Fines classify as CL or CH		SC	Clayey SAND
			Sand with fines	Fines classify as ML or MH		SM	Very silty SAND
			30% fines or more	Fines classify as CL or CH		SC	Very clayey SAND
			FINE-GRAINED SOILS	Clays	inorganic	$50\% \leq \text{fines} < 70\%$	
	$70\% \leq \text{fines} < 85\%$					CL/CH	CLAY with sand
$\text{fines} \geq 85\%$		CL/CH				CLAY	
Silts and Clays	inorganic	PI > 7 and plots on/above "A" line			CL	Lean CLAY	
		PI < 4 or plots below "A" line			ML	SILT	
Liquid Limit less than 50	organic	Liquid Limit - oven dried < 0.75			OL	Organic clay	
		Liquid Limit - not dried			OL	Organic silt	
Silts and Clays	inorganic	PI plots on or above "A" line			CH	Fat CLAY	
		PI plots below "A" line			MH	Elastic SILT	
		organic		Liquid Limit - oven dried < 0.75		OH	Organic clay
						Organic silt	
HIGHLY ORGANIC SOILS	Primarily organic matter, dark in color, and organic odor				PT	PEAT	

CORRELATION OF PENETRATION RESISTANCE WITH RELATIVE DENSITY AND CONSISTENCY

No. OF BLOWS, N	RELATIVE DENSITY		No. OF BLOWS, N	CONSISTENCY
0 - 4	Very Loose		0 - 2	Very Soft
5 - 10	Loose		3 - 4	Soft
SANDS: 11 - 30	Medium dense	SILTS &	5 - 8	Firm
31 - 50	Dense	CLAYS:	9 - 15	Stiff
OVER 50	Very Dense		16 - 30	Very Stiff
			31 - 50	Hard
			OVER 50	Very Hard

No. OF BLOWS, N	RELATIVE DENSITY
0 - 8	Very Soft
9 - 18	Soft
LIMESTONE: 19 - 32	Moderately Hard
33 - 50	Hard
OVER 50	Very Hard

SAMPLE GRAPHIC TYPE LEGEND



Location
of SPT
Sample



Location
of Auger
Sample

PARTICLE SIZE IDENTIFICATION

BOULDERS:	Greater than 300 mm
COBBLES:	75 mm to 300 mm
GRAVEL:	Coarse - 19.0 mm to 75 mm
	Fine - 4.75 mm to 19.0 mm
SANDS:	Coarse - 2.00 mm to 4.75 mm
	Medium - 0.425 mm to 2.00 mm
	Fine - 0.075 mm to 0.425 mm
SILTS & CLAYS:	Less than 0.075 mm

LABORATORY TEST LEGEND

LL	=	Liquid Limit, %
PL	=	Plastic Limit, %
PI	=	Plasticity Index, %
% PASS - 200	=	Percent Passing the No. 200 Sieve
MC	=	Moisture Content, %
ORG	=	Organic Content, %
k_h	=	Horizontal Hydraulic Conductivity, ft/day

6.0 LIMITATIONS

6.1 Warranty

This report has been prepared for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

6.2 Auger and SPT Borings

The determination of soil type and conditions was performed from the ground surface to the maximum depth of the borings, only. Any changes in subsurface conditions that occur between or below the borings would not have been detected or reflected in this report.

Soil classifications that were made in the field are based upon identifiable textural changes, color changes, changes in composition or changes in resistance to penetration in the intervals from which the samples were collected. Abrupt changes in soil type, as reflected in boring logs and/or cross sections may not actually occur, but instead, be transitional.

Depth to the water table is based upon observations made during the performance of the auger and SPT borings. This depth is an estimate and does not reflect the annual variations that would be expected in this area due to fluctuations in rainfall and rates of evapotranspiration.

6.3 Site Figures

The measurements used for the preparation of the figures in this report were made using the provided information and by estimating distances from existing structures and site features. Figures in this report were not prepared by a licensed land surveyor and should not be interpreted as such.

6.4 Unanticipated Soil Conditions

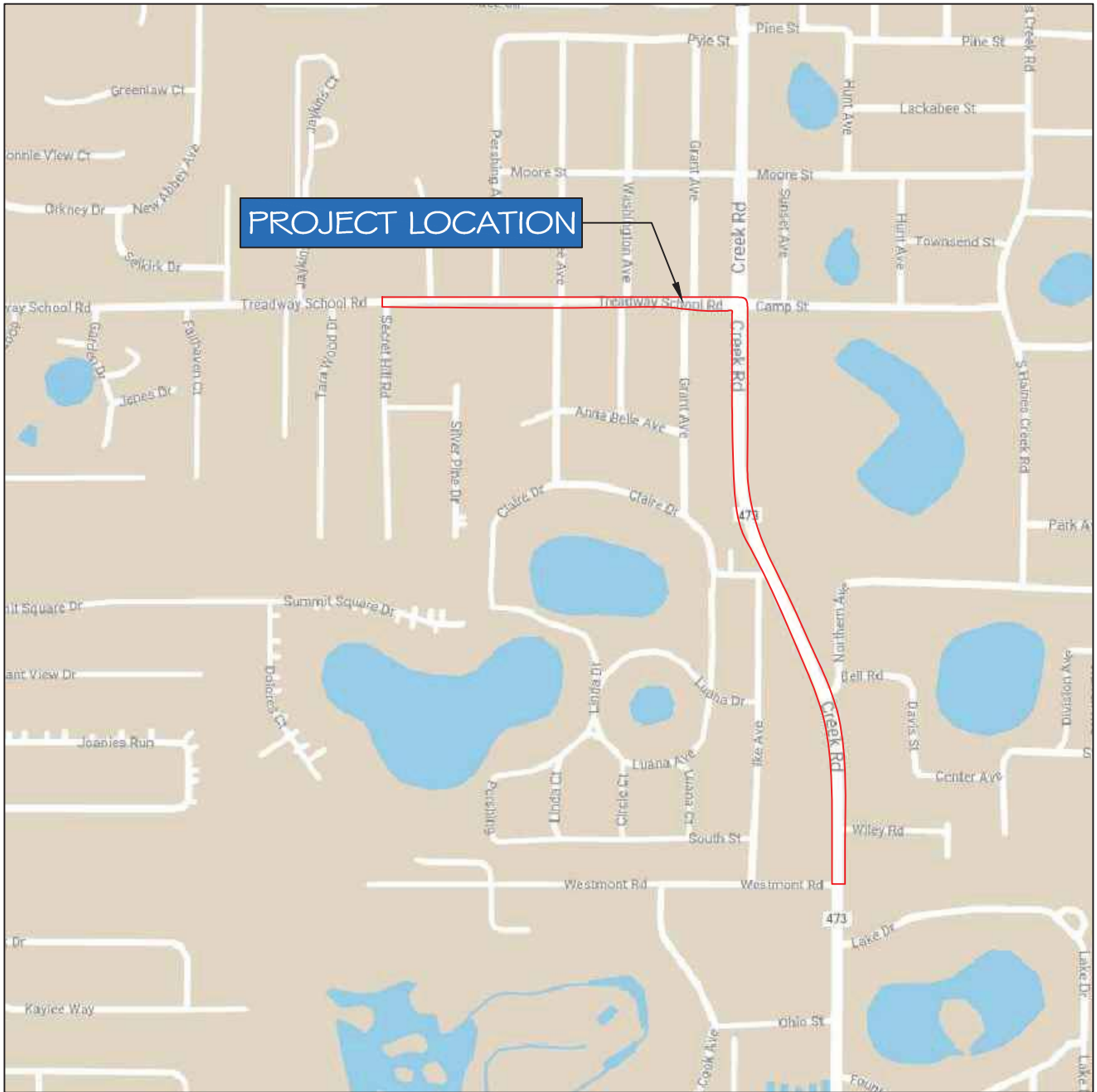
The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on Figure 2. This report does not reflect any variations that may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

6.5 Misinterpretation of Soil Engineering Report

GSE Engineering & Consulting, Inc. is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If others make the conclusions or recommendations based upon the data presented, those conclusions or recommendations are not the responsibility of GSE.

FIGURES



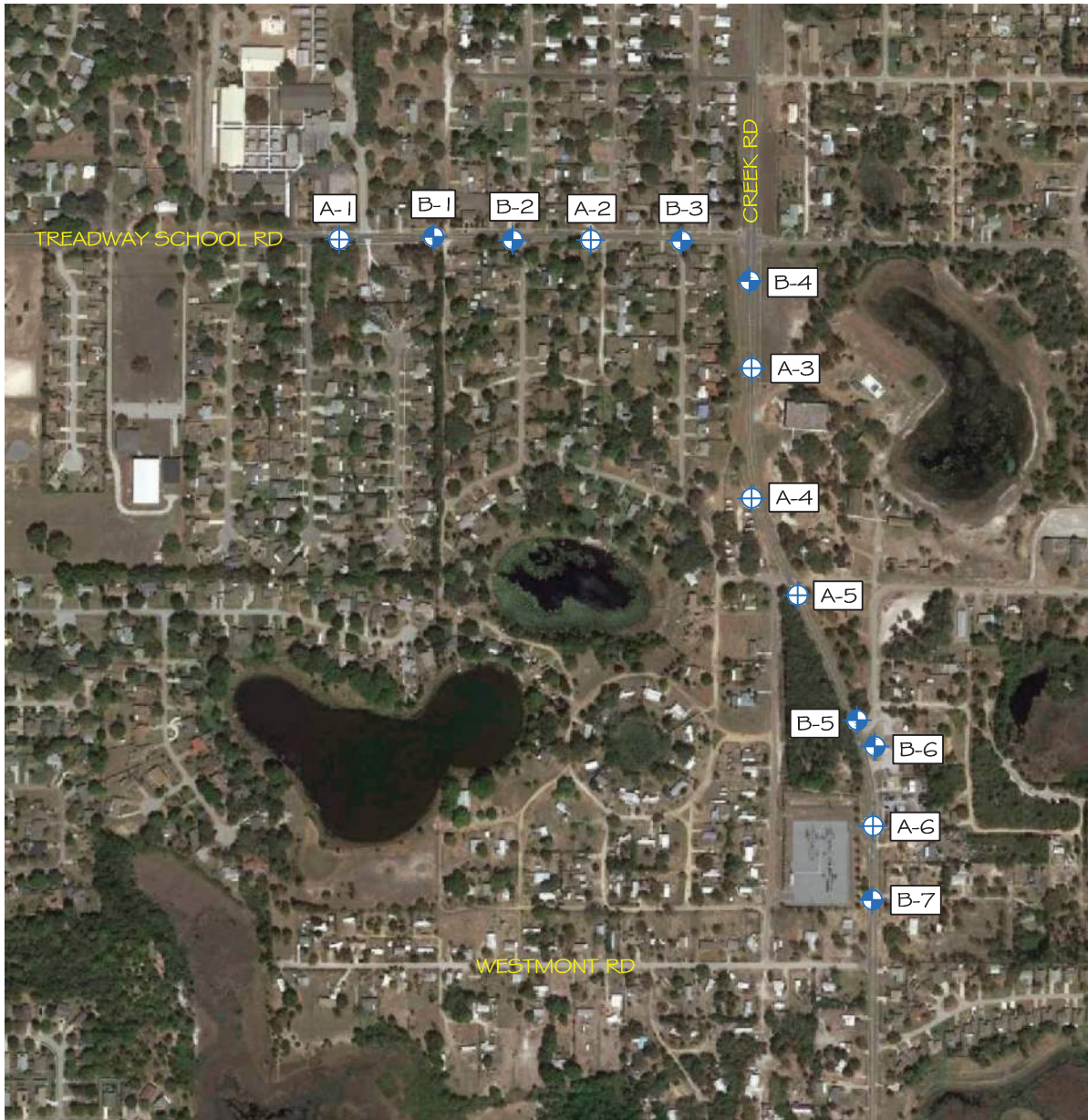
CITY OF LEESBURG TREADWAY SCHOOL
LEESBURG, LAKE COUNTY, FLORIDA
GSE PROJECT NO. 14843

PROJECT SITE LOCATION MAP

DESIGNED BY: CRL
CHECKED BY: KLH
DRAWN BY: SCL



FIGURE
1



LEGEND:



SPT BORING



AUGER BORING



SCALE: 1" = 700' APPROX.

CITY OF LEESBURG TREADWAY SCHOOL
LEESBURG, LAKE COUNTY, FLORIDA
GSE PROJECT NO. 14843

SITE PLAN SHOWING APPROXIMATE LOCATIONS OF FIELD TESTS

DESIGNED BY: CRL
CHECKED BY : KLH
DRAWN BY : SCL



FIGURE

2

APPENDIX B

SUBSURFACE UTILITY ENGINEERING
TEST HOLE REPORTS
MARCH 2021

Subsurface Utility Engineering Test Hole Report



Test Hole: 1

Produced For: JONES, EDMUNDS & ASSOCIATES, INC.

Site Data

Project Name: COL- TREADWAY SCHOOL ROAD/CR 473 WATER MAIN EXTENSION
 Location: TREADWAY SCHOOL ROAD AT SECRET HILL DRIVE
 Road Name: TREADWAY SCHOOL ROAD Utility Owner: CITY OF LEESBURG
 WO Number: W106591 Job Number: J048405 Task WO #: N/A City: LEESBURG
 Client Number: C05025 FPN #: N/A County: LAKE
 Station: Offset: Collection Date: 03-29-2021
 PM: MSS Ground Cover: DIRT Utility Chief: JORT
 Weather: OVERCAST Soil Type: DIRT Utility Crew: JORT AMMU SHOK DY
 Time: DAY Soil Condition: SOFT-DRY Crew Number: 4

Requested Utility Info

Utility Type: GAS Utility Material: COATED STEEL Size (OD): 4.5 x 4.5
 Utility Condition: FAIR Testhole Marker: HUB, LATH, NAIL AND DISK Height (in): 4.5 Width (in): 4.5
 Top of Pipe: 3.00' Bottom of Utility: 0
 Utility Note:

Profile View:

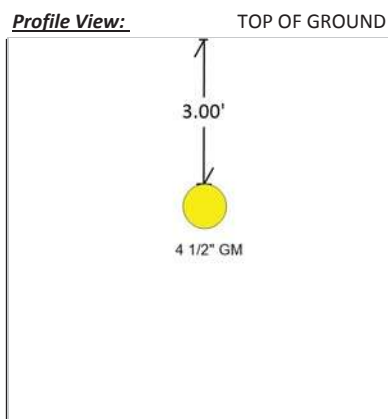


Image is not to scale

Tie	Description	Distance (Ft)	Distance (m)
01	FRONT OF WALK	6.15	1.874
02	WATER VALVE	9.75	2.973
03	WATER VALVE	76.20	23.236

Additional Lines Found	Top of Pipe (ft)	Bottom of Pipe (ft)	Height (in)	Width (in)
Additional Utility 01	0	0	0	0
Additional Utility 02	0	0	0	0
Additional Utility 03	0	0	0	0

Survey Data	Vertical Dat	Zone	Northing	Grade Elev
V Datum:		Zone:	Northing:	Grade Elev:
H Datum:			Easting:	Utility Elev:

Plan View:

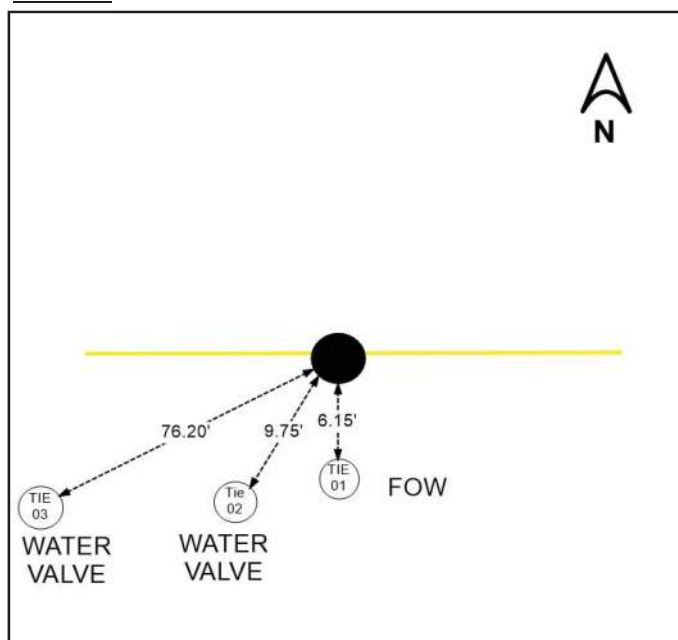


Image is not to scale

TestHole Location (Main Image):



Southeastern Surveying and Mapping Corp.

Subsurface Utility Engineering Test Hole Report



Test Hole: 2

Produced For: JONES, EDMUNDS & ASSOCIATES, INC.

Site Data

Project Name: COL- TREADWAY SCHOOL ROAD/CR 473 WATER MAIN EXTENSION
 Location: 10908 TREADWAY SCHOOL ROAD
 Road Name: TREADWAY SCHOOL ROAD Utility Owner: CITY OF LEESBURG
 WO Number: W106591 Job Number: J048405 Task WO #: N/A City: LEESBURG
 Client Number: C05025 FPN #: N/A County: LAKE
 Station: _____ Offset: _____ Collection Date: 03-29-2021
 PM: MSS Ground Cover: DIRT Utility Chief: JORT
 Weather: OVERCAST Soil Type: DIRT Utility Crew: JORT AMMU SHOK DY
 Time: DAY Soil Condition: SOFT-DRY Crew Number: 4

Requested Utility Info

Utility Type: GAS Utility Material: COATED STEEL Size (OD): 4.5 x 4.5
 Utility Condition: FAIR Testhole Marker: HUB, LATH, NAIL AND DISK Height (in): 4.5 Width (in): 4.5
 Top of Pipe: 3.35' Bottom of Utility: 0
 Utility Note:

Profile View:

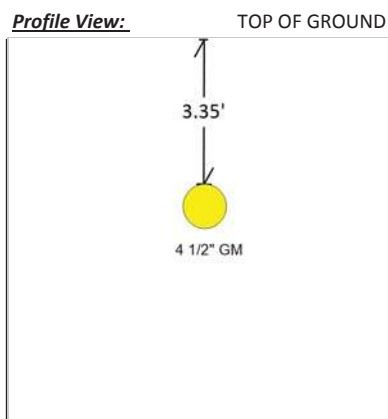


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Tie	Description	Distance (Ft)	Distance (m)
01	E/P	10.35	3.154
02	DRIVEWAY	38.70	11.800
03	FENCE POLE	11.40	3.475

Additional Lines Found	Top of Pipe (ft)	Bottom of Pipe (ft)	Height (in)	Width (in)
Additional Utility 01	0	0	0	0
Additional Utility 02	0	0	0	0
Additional Utility 03	0	0	0	0

Survey Data	Vertical Dat	Zone	Northing	Grade Elev
V Datum:		Zone:	Northing:	Grade Elev:
H Datum:			Easting:	Utility Elev:

Plan View:

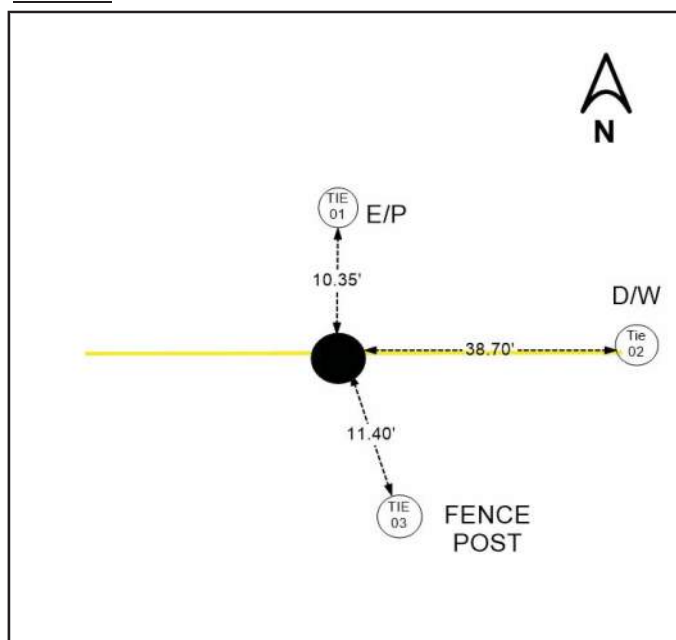


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TestHole Location (Main Image):



Southeastern Surveying and Mapping Corp.

Subsurface Utility Engineering Test Hole Report



Test Hole: 3

Produced For: JONES, EDMUNDS & ASSOCIATES, INC.

Site Data

Project Name: COL- TREADWAY SCHOOL ROAD/CR 473 WATER MAIN EXTENSION
 Location: SE OF CREEK ROAD AT TREADWAY SCHOOL ROAD
 Road Name: CREEK ROAD Utility Owner: CITY OF LEESBURG
 WO Number: W106591 Job Number: J048405 Task WO #: N/A City: LEESBURG
 Client Number: C05025 FPN #: N/A County: LAKE
 Station: _____ Offset: _____ Collection Date: 03-29-2021
 PM: MSS Ground Cover: DIRT Utility Chief: JORT
 Weather: OVERCAST Soil Type: DIRT Utility Crew: JORT AMMU SHOK DY
 Time: DAY Soil Condition: SOFT-DRY Crew Number: 4

Requested Utility Info

Utility Type: GAS Utility Material: COATED STEEL Size (OD): 2.5 x 2.5
 Utility Condition: FAIR Testhole Marker: NAIL AND DISK Height (in): 2.5 Width (in): 2.5
 Top of Pipe: 3.00' Bottom of Utility: 0
 Utility Note: USED NAIL AND DISK TO MARK UTILITY DUE TO LAYER OF ROCK UNDER THE GRASS. NAIL IS 0.50' WEST OF UTILITY. UTILITY WAS MARKED BY OWNER.

Profile View:

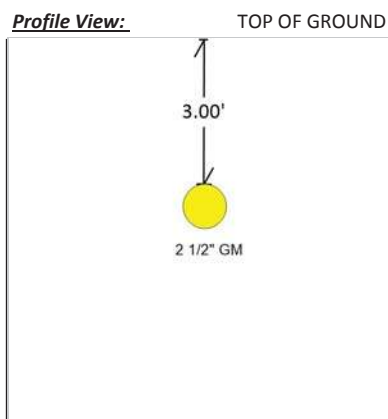


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Tie	Description	Distance (Ft)	Distance (m)
01	SPEEDING FINES DOUBLED SIGN	27.95	8.522
02	FRONT OF WALK	16.65	5.078
03	GAS VALVE	45.35	13.829

Additional Lines Found	Top of Pipe (ft)	Bottom of Pipe (ft)	Height (in)	Width (in)
Additional Utility 01	0	0	0	0
Additional Utility 02	0	0	0	0
Additional Utility 03	0	0	0	0

Survey Data	Vertical Dat	Zone	Northing	Grade Elev
V Datum: _____	Zone: _____	Northing: _____	Grade Elev: _____	
H Datum: _____		Easting: _____	Utility Elev: _____	

Plan View:

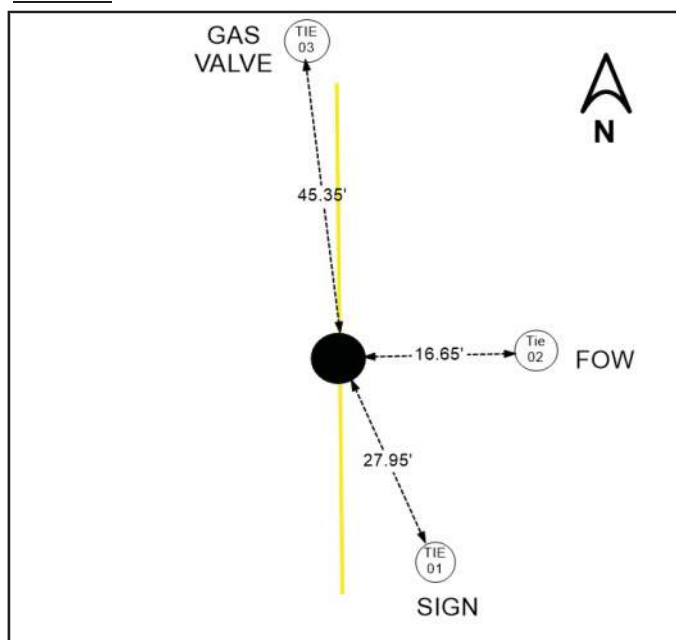


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TestHole Location (Main Image):



Southeastern Surveying and Mapping Corp.

Subsurface Utility Engineering Test Hole Report



Test Hole: 4

Produced For: JONES, EDMUNDS & ASSOCIATES, INC.

Site Data

Project Name: COL- TREADWAY SCHOOL ROAD/CR 473 WATER MAIN EXTENSION
 Location: CREEK ROAD, NORTH OF NORTHERN AVENUE
 Road Name: CREEK ROAD Utility Owner: CITY OF LEESBURG
 WO Number: W106591 Job Number: J048405 Task WO #: N/A City: LEESBURG
 Client Number: C05025 FPN #: N/A County: LAKE
 Station: _____ Offset: _____ Collection Date: 03-29-2021
 PM: MSS Ground Cover: DIRT Utility Chief: JORT
 Weather: SUNNY Soil Type: DIRT Utility Crew: JORT AMMU SHOK DY
 Time: DAY Soil Condition: SOFT-DRY Crew Number: 4

Requested Utility Info

Utility Type: GAS Utility Material: COATED STEEL Size (OD): 2.5 x 2.5
 Utility Condition: FAIR Testhole Marker: HUB, LATH, NAIL AND DISK Height (in): 2.5 Width (in): 2.5
 Top of Pipe: 2.80' Bottom of Utility: 0
 Utility Note:

Profile View:

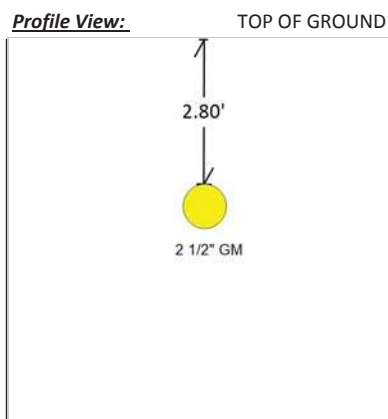


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Tie	Description	Distance (Ft)	Distance (m)
01	E/P	5.15	1.568
02	SPEED LIMIT SIGN	20.80	6.342
03	FRONT OF WALK	15.00	4.572

Additional Lines Found	Top of Pipe (ft)	Bottom of Pipe (ft)	Height (in)	Width (in)
Additional Utility 01	0	0	0	0
Additional Utility 02	0	0	0	0
Additional Utility 03	0	0	0	0

Survey Data	Vertical Dat	Zone	Northing	Grade Elev
V Datum:	Zone:	Northing:	Grade Elev:	
H Datum:		Easting:	Utility Elev:	

Plan View:

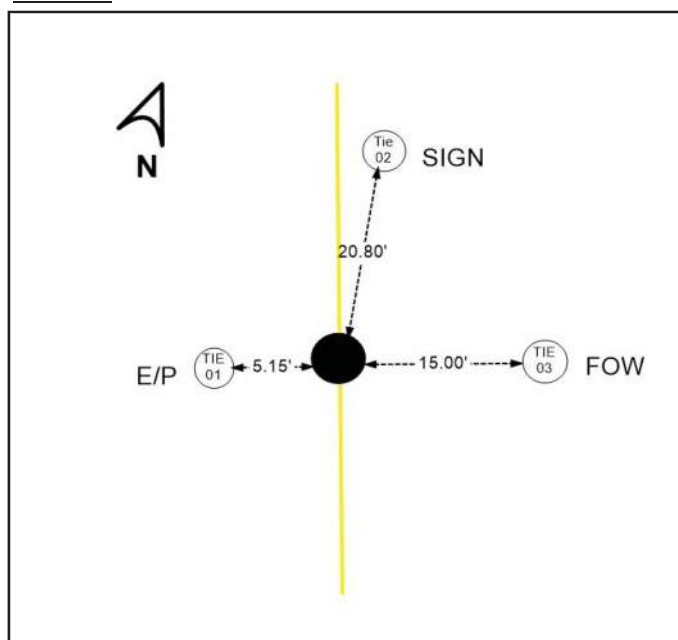


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TestHole Location (Main Image):



Southeastern Surveying and Mapping Corp.

Subsurface Utility Engineering Test Hole Report



Test Hole: 5

Produced For: JONES, EDMUNDS & ASSOCIATES, INC.

Site Data

Project Name: COL- TREADWAY SCHOOL ROAD/CR 473 WATER MAIN EXTENSION
 Location: CREEK ROAD AT NORTHERN AVENUE, SOUTH OF INTERSECTION
 Road Name: CREEK ROAD Utility Owner: CITY OF LEESBURG
 WO Number: W106591 Job Number: J048405 Task WO #: N/A City: LEESBURG
 Client Number: C05025 FPN #: N/A County: LAKE
 Station: _____ Offset: _____ Collection Date: 03-29-2021
 PM: MSS Ground Cover: DIRT Utility Chief: JORT
 Weather: SUNNY Soil Type: SAND Utility Crew: JORT AMMU SHOK DY
 Time: DAY Soil Condition: SOFT-DRY Crew Number: 4

Requested Utility Info

Utility Type: GAS Utility Material: METAL Size (OD): 4 x 4
 Utility Condition: FAIR Testhole Marker: HUB, LATH, NAIL AND DISK Height (in): 4 Width (in): 4
 Top of Pipe: 3.90' Bottom of Utility: 0
 Utility Note: UTILITY WRAPPED IN BLACK MATERIAL.

Profile View:

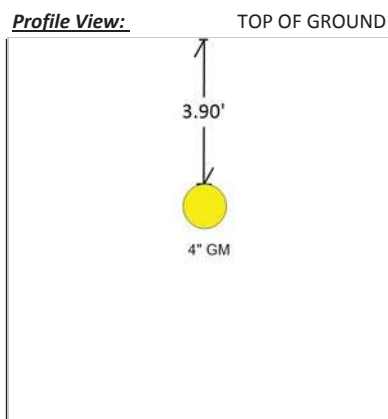


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Tie	Description	Distance (Ft)	Distance (m)
01	STORM CULVERT	11.15	3.399
02	ARROW SIGN	21.80	6.647
03	STOP SIGN	62.40	19.029

Additional Lines Found	Top of Pipe (ft)	Bottom of Pipe (ft)	Height (in)	Width (in)
Additional Utility 01	0	0	0	0
Additional Utility 02	0	0	0	0
Additional Utility 03	0	0	0	0

Survey Data	Vertical Dat	Zone	Northing	Grade Elev
V Datum:	Zone:	Northing:	Grade Elev:	
H Datum:		Easting:	Utility Elev:	

Plan View:

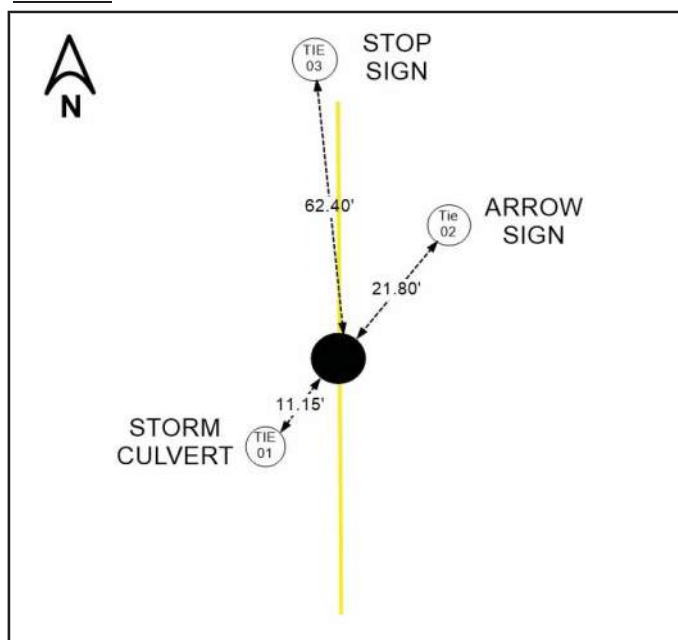


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TestHole Location (Main Image):



Southeastern Surveying and Mapping Corp.

APPENDIX C

PERMITS



FLORIDA DEPARTMENT OF Environmental Protection

CENTRAL DISTRICT OFFICE
3319 MAGUIRE BLVD, SUITE 232
ORLANDO FLORIDA 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

Notification of Acceptance of Use of a General Permit

Permittee:

Clifford Kelsey, Director
City of Leesburg, Public Works Dept
550 South 14th Street
Leesburg, FL 34738
Cliff.kelsey@leesburgflorida.gov

Permit Number: 0080543-045-DSGP

Issue date: August 25, 2021

Expiration Date: August 24, 2026

County: Lake

Project Name: City of Leesburg- Treadway Water
Main

Water Supplier: City of Leesburg

PWS ID: 3351566

PWS Type: Community

Dear Mr. Kelsey:

On August 24, 2021, the Florida Department of Environmental Protection received a “*Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs*” [DEP Form No. [62-555.900\(7\)](#)], under the provisions of Rule [62-4.530](#) and Chapter [62-555](#), Florida Administrative Code (F.A.C.). The proposed project includes the construction of approximately 4,700 linear feet of 8-inch water main with fittings, valves and appurtenances to provide a loop and back-feed of the existing water system supplying the treadway elementary School. The project is located at the intersection of Secrete Hill Road and Treadway School Road and intersection of Westmont Road and CR 473.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule [62-555.405, F.A.C.](#), all applicable rules in Chapters [62-4](#), [62-550](#), [62-555](#), F.A.C., and the General Conditions for All General Drinking Water Permits (found in [62-4.540, F.A.C.](#)).

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule [62-555.345, F.A.C.](#), the permittee shall submit a certification of construction completion [DEP Form No. [62-555.900\(9\)](#)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form [62-](#)

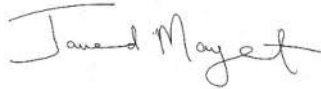
Permittee:
City of Leesburg, Public Works Dept
Clifford Kelsey, Director
Page 2 of 3

DEP File No.:
0080543-045-DSGP
August 25, 2021

[555.900\(8\), F.A.C.](#), with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule [62-4.030, F.A.C.](#)

Sincerely,

A handwritten signature in black ink, appearing to read "Javed Mayet". The signature is written in a cursive, flowing style.

Javed Mayet, P.E.
Engineering Specialist
Permitting and Waste Cleanup

cc: Kenneth A. Fraser, P.E., Jones Edmunds and Associates, Inc
[kfraser@jonesedmunds.com]
Javed Mayet, Reggie Phillips, Jill Farris, Viviana Useche, FDEP

CLEARANCE REQUIREMENTS

Requirements for clearance upon completion of projects are as follows:

1) Clearance Form

Submission of a fully completed Department of Environmental Protection (DEP) Form [62-555.900\(9\)](#) *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation* and a copy of this general permit notification.

2) Record Drawings, if deviations were made

Submission of the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings.).

3) Bacteriological Results

Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken within sixty (60) days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules [62-555.315\(6\)](#), [62-555.340](#), and [62-555.330](#), F.A.C. and American Water Works Association (AWWA) Standard C 651-92, as follows:

- The proposed main at all points of connection to the existing main
- At all terminal ends of the proposed water mains.
- On straight run of pipes between two isolation valves. The maximum interval between two sampling locations shall be 1,200 ft. Per section 5.1.3 Sampling procedure of AWWA 651, no hydrants shall be used for sampling.
- Beginning and end of lines for each segment to be partially completed.

Each location shall be sampled on two consecutive days, with sample points and chlorine residual readings clearly indicated on the report. **A sketch or description of all bacteriological sampling locations must also be provided.**

You may submit the entire clearance document package in electronic format to

DEP_CD@dep.state.fl.us. If the file is very large, you may post it to the Water Electronic Submittal folder on the Central District's ftp site at:

ftp://ftp.dep.state.fl.us/pub/incoming/Central_District/Water%20Electronic%20Applications.

After posting the document, send an e-mail to DEP_CD@dep.state.fl.us, alerting us that it has been posted.

Any submitted drawings (should be sized 11" x 17") and the engineer of record's signed seal and dates on the required document must be legible for acceptance.

Forms: <http://www.dep.state.fl.us/water/drinkingwater/forms.htm>

As an alternative to submitting the requests to place Potable Water System components into operation, the permittee may submit a request for clearance on the DEP Business Portal. Use of the Business Portal often results in shorter processing time. Permittees with frequent requests may find this

Permittee:
City of Leesburg, Public Works Dept
Clifford Kelsey, Director
Page 4 of 3

DEP File No.:
0080543-045-DSGP
August 25, 2021

function beneficial. Electronic Requests for PWS Component certification may be made at
<https://www.fldepportal.com/DepPortal/go/submit-registration>.

For further clarification contact: Javed Mayet,
Suite 232
3319 Maguire Boulevard,
Orlando, Florida 32803-3767
(407) 897-4128

Rodriguez, Jeremy

From: Rodriguez, Jeremy
Sent: Monday, April 11, 2022 11:17 AM
To: Scott, Jimmy
Subject: RE: Permit 10501

Terry,

Good morning; I had this one saved in OnBase, but I realized you did not re-sign/date it after you approved the amendment.

I put a copy of this in your folder; please add a signature/date for the reapproval and I'll add it to the file.

Thank you,



JEREMY D. RODRIGUEZ
Public Works Permitting Technician

PUBLIC WORKS DEPARTMENT
Engineering Division

A 350 N. Sinclair Ave. Tavares, FL 32778
P 352-253-6019 | **F** 352-253-6016
E jdrodriguez@lakecountyfl.gov | **W** www.lakecountyfl.gov

*NOTE: Florida has a very broad public records law.
Your email communications may be subject to public disclosure.*

From: Scott, Jimmy <JScott@lakecountyfl.gov>
Sent: Wednesday, March 30, 2022 11:58 AM
To: Rodriguez, Jeremy <jdrodriguez@lakecountyfl.gov>
Subject: Permit 10501

Jeremy,

I moved this permit back to ready to issue folder. It's good to release.



TERRY SCOTT
Construction Inspection Supervisor

PUBLIC WORKS
Engineering Division

A 323 N Sinclair Ave Tavares, FL 32778
P [352-253-9024](tel:352-253-9024) | **F** [352-253-6016](tel:352-253-6016)
E jscott@lakecountyfl.gov | **W** www.lakecountyfl.gov

*NOTE: Florida has a very broad public records law.
Your email communications may be subject to public disclosure*



Right-of-Way Utilization Permit

Please complete a separate application for each road

Date: _____

CITY OF LEESBURG, PUBLIC WORKS DEPARTMENT

Business / Applicant's Name ("Permittee")

550 SOUTH 14TH STREET

Applicant's Street Address

LEESBURG, FL, 34749

Applicant's City, State, Zip

11,13,14 / 19S / 23E

Section Township Range

Treadway School Road

Project Road Name

N/A

Subdivision and/or Site Plan Name (if applicable)

Cliff.Kelsey@leesburgflorida.gov

Telephone Number

Cliff.Kelsey@leesburgflorida.gov

Applicant's e-mail address

x 10/5/21 / Credit Card
Paid Date Rec'd By

Check appropriate box:

☒ Underground Utility

☐ Overhead Utility

☐ Wireless Facility

☐ Other Utilization

Description of Work: Installation of water main in the Treadway School Road Right-of-Way.

Horizontal Directional Drill under Lee Avenue, Washington Avenue and Grant Avenue in the Treadway School Road Right-of-Way.

Long side service connection underneath Treadway School Road

Contractor: TBD

Start of Construction Date: TBD

Is proposed work within city limits? Yes

Telephone Number: TBD

Construction duration: TBD days

If so, what city? Leesburg

Applicant declares that he/she has determined the location of all existing underground and aerial utilities. A letter of notification was mailed on TBD to the following utilities & municipalities:
TBD

By submitting and signing this application, the Applicant ("Permittee") declares that he/she has read the attached and agrees to be bound by the permit requirements and any and all general and special conditions herein.

Road # 5335

To be completed by County Staff

Permit # 10501 Permit Fee: \$100.00 Fee Code: PWRW ☐ Security Instrument Required

Checked by: Daniel Flannery

Date Checked: 08/23/2021

Approved by: Terry Scott JS

Date Approved: 8/27/21 5/6/22

Special Conditions:

Date Permit Expires: 8/27/22

Contractor shall directional drill all residential driveways.

For inspection, call the Lake County Public Works Department at 352-253-6019
Submit Permit to: Lake County Public Works, Post Office Box 7800, Tavares, FL 32778



Right-of-Way Utilization Permit Requirements

The purpose of a Right-of-Way Utilization permit is to control the use of public rights-of-way and public easements in the interest of the health, safety and welfare of the public. Any work within public rights-of-way and public easements requires an approved right-of-way utilization permit pursuant to Section 14.14.05, Lake County Code/Land Development Regulations. *Once approved, a notice of issuance of the permit may be recorded in the Official Records of Lake County, Florida.*

I. Application Requirements. Unless otherwise noted, permittee must submit one (1) original completed application and the following supporting documentation:

- A. A sketch or construction plans drawn to scale, showing the following if applicable to the work:
 - 1. The offset from the centerline of the right-of-way or roadway to the proposed installation, the road right-of-way width and pavement width, the distance from the edge of pavement to the utility, sidewalks, and the location of all other utilities, including traffic signal utilities, within the area of work.
 - 2. One or more typical cross sections to adequately reflect the location of the utility. Please indicate the minimum vertical clearance above or below the pavement or natural ground.
 - 3. The location of the area of work in relation to the nearest road intersection, bridges, railroad crossings, and other physical features. Please include a location or vicinity map showing the general location of the installation.
 - 4. If this project will result in any new above ground structures, poles, or facilities please state where and what is proposed. Applicant may be requested to provide an engineer's certification that roadway clearance and sight distances have been met.
- B. Projects of significant length and land size may require a complete right-of-way survey.

II. General Conditions.

- A. This permit is a permissive use only and the placing of facilities in public rights-of-way or easements does not create or vest a property right in the permittee.
- B. **Permittee agrees that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, assume all risk of and indemnify, defend and save harmless Lake County, its commissioners and employees from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said holder of the aforesaid rights and privileges.**
- C. Permittee agrees it is the responsibility of the permittee, not the County, to determine if the work completed meets Americans with Disabilities Act (ADA) requirements and accessibility guidelines.
- D. At least fourteen (14) days prior to construction, permittee shall provide the County with proof that written notification has been given by permittee to all adjacent property owners stating the anticipated construction schedule, maintenance of traffic plan, and any impacts to the adjacent properties, if any. The notice must provide the name and telephone number of the permittee or permittee's project manager.
- E. Permittee shall post a copy of the approved permit on site at all times during the work.
- F. Permittee shall notify the County at least twenty-four (24) hours in advance of starting work. Permittee agrees all work shall take place during daylight hours, unless specifically authorized, and discontinued by sunset with proper signage and traffic control devices maintained during off hours.
- G. All work, materials and equipment shall meet all Lake County codes and standards. All right-of-way disturbed by this work shall be restored to its original condition or better and in accordance to applicable County Codes. All disturbed areas must be sodded with sod matching existing grass type. Bahia sod shall be used if no grass is present at time of construction. All work is subject to inspection by the County.
- H. The construction and maintenance shall not interfere with the property and rights of a prior applicant.
- I. Final inspection and acceptance of work by the County must be obtained to document the completion of the work.
- J. If this permit is being received for sealing, painting or surfacing of a driveway apron located in a right-of-way, the permittee acknowledges that the County is not responsible for maintenance or upkeep of the

sealant or paint. If the permittee or permittee's contractor causes damage to the County's property permittee shall be liable for the current cost of repair or replacement. Permittee shall not saw-cut, obstruct, or remove any portion of a sidewalk within a right-of-way without prior approval from the County.

III. Construction Conditions.

- A. Excavation shall not be allowed within five (5) feet from the edge of the pavement, unless prior approval is received from the Lake County Engineer.
- B. A traffic detour or lane closure shall require specific approval by the County. All traffic detours shall be restricted to the limits of right-of-way with necessary flagmen and marking devices. All construction and maintenance shall be performed with proper shoring, barricades, and maintenance of traffic signage in accordance with the FHWA Manual on Uniform Traffic Control Devices (MUTCD), OSHA law and regulations, and the Florida Department of Transportation (FDOT) Highway Safety Plan.
- C. Written approval from the Lake County Engineer shall be required before any alterations to existing traffic signal equipment including, but not limited to: vehicle detection loops and signal timing. If traffic signal vehicle detection loops are rendered inoperable, temporary detection shall be installed within twenty-four (24) hours. All traffic signal utilities disturbed by this work shall be restored to their original condition or better. Traffic signal utilities include but not limited to: vehicle detection loops, conduit, cabling, pull boxes, pedestrian signal equipment, span assemblies, signal heads, cabinet assemblies, cameras and fiber optic infrastructure.
- D. Open cuts of roads will not be allowed unless specifically authorized by Lake County. Underground pneumatic/missile boring is strictly prohibited under Lake County roadways. Only directional bore or jack and bore operations are acceptable. Unless Lake County determines it is impractical, bore operations and excavations shall maintain a five (5) foot minimum clearance from edge of pavement on road crossing each side. Bore depths shall be in accordance with FDOT Utility Accommodation Manual (UAM) unless specifically authorized by Lake County. Minimum bore depth under pavement is thirty-six inches (36") and a minimum bore depth below unpaved ground is thirty inches (30"). Any overhead installations should maintain a minimum of eighteen (18) feet vertical clearance over all roadways and driveways.
- E. Pursuant to Section 337.403(1), Florida Statutes, any utility placed upon, under, over, or along any public road or publicly owned rail corridor that is found by the County to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice, be removed or relocated by permittee at its own expense.
- F. It is agreed that in the event the installation, adjustment or relocation of utilities are scheduled to be done simultaneously with Lake County construction work, the permittee shall coordinate with Lake County before proceeding and shall cooperate with the County's contractor to arrange the sequence of work so as not to delay the work of the County's contractor, defend any legal claims of the County's contractor due to delays caused by the permittee's failure to comply with the approved schedule, and shall comply with all provisions of the law and Lake County's current *Utility Accommodation Manual*.
- G. Permittee shall report all right-of-way utilization activities to Sunshine State One-Call at least seventy-two (72) hours prior to commencement.
- H. If above ground utilities are being replaced, the old utilities and utility appurtenances must be removed from County right-of-way within thirty (30) days after new utilities are installed.

IV. Guarantee and Compliance.

- A. A performance bond or irrevocable letter of credit may be required of the applicant in the event the work covered by the right-of-way utilization permit has the potential to significantly damage the right-of-way. The security instrument shall comply with the applicable provisions of the Florida Statutes for public construction bonds and be in a form acceptable to the Lake County Attorney's Office. The security instrument shall be made payable to the Lake County Board of County Commissioners in the amount of one hundred ten percent (110%) of estimated cost to repair such damage, as determined by Lake County, and shall remain in effect until the work covered by the right-of-way utilization permit has been completed and accepted by the County.

- B. In the case of noncompliance with the requirements and conditions of this permit, the facility will be brought into compliance by the permittee or removed from the right-of-way or easement by the permittee at no cost to the County.
- C. The County may issue "Stop Work" order(s) upon any permittee committing or creating an unsafe act which may create a public hazard or who is not complying with this permit or the applicable codes. The order shall remain in effect until such time as these matters are corrected. Permits shall be issued with the understanding that the applicant shall guarantee all work performed under the terms of the permit for a period of one (1) year from the date of final inspection and acceptance of work.
- D. Any failure(s) shall be repaired by the permittee, at no cost to the County, within five (5) days, unless the urgency of the problem requires a quicker reaction time. The permittee shall be responsible for all repair costs incurred due to damages to existing utilities, including, but not limited to, errors in locating existing utilities during construction.
- E. Removal/Relocation: Whenever the County deems necessary and upon the County's request, any or all of the work or appurtenances authorized by this permit shall be immediately removed from the right-of-way, relocated, and the right-of-way returned to original state, as required by the County, at the expense of the permittee, unless reimbursement is specifically authorized. Upon ten (10) days written notice, the permittee shall be required to remove and relocate the improvements placed within the right-of-way at the applicant's sole expense.

V. Wireless Facilities.

- A. Right-of-way may be used for wireless facilities pursuant to Section 337.401, Florida Statutes, Advanced Wireless Infrastructure Deployment Act. Wireless providers are encouraged to collocate.
- B. Prior to installing a small wireless facility and associated wireless equipment, a wireless provider shall apply and obtain a right-of-way utilization permit. An application shall be submitted for each facility location. Within fourteen (14) days of submitting an application, the County may request the proposed location for the facility be moved to another location or negotiate an alternative location.
- C. In addition to the documents required in Section I above, a wireless provider must submit the following: (1) a sketch of the equipment to be used, (2) the registration and permit fee, (3) proof of insurance, (4) a copy of federal or state certification or license authorizing the permittee to provide communications services.
- D. Permittee shall be liable to the County for the costs of any repairs made necessary by any such displacement, damage or destruction of facilities belonging to the County. In the case of an emergency, the County may commence repairs without any prior notice to the registrant.
- E. Removal/Relocation of Wireless Facilities: Whenever the County deems necessary and upon the County's written request, permittee shall remove the wireless facility and associated wireless equipment at the expense of the permittee. If permittee fails to remove after 30 days from the County's request, the County may remove or relocate the facilities at the sole cost and expense of the permittee, without the County incurring liability for damages.
- F. A wireless provider shall provide the County notice upon any assignment or transfer of this permit, and any assignee, buyer, or transferee shall be bound by these permit requirements.

The County shall not be responsible for damages to any structure, facilities, or equipment placed within the right-of-way by permittee, permittee's successors or assigns. All structures shall be properly maintained by permittee, at permittee's expense, and shall be adequately visible or properly delineated to prevent damage due to normal maintenance of the right-of-way.

I have read, understand, and agree to be bound by the above requirements:

Cliff Kelsey

Digitally signed by Cliff Kelsey
Date: 2021.08.12 11:31:03
-04'00'

Clifford Kelsey

Signature

Print Name

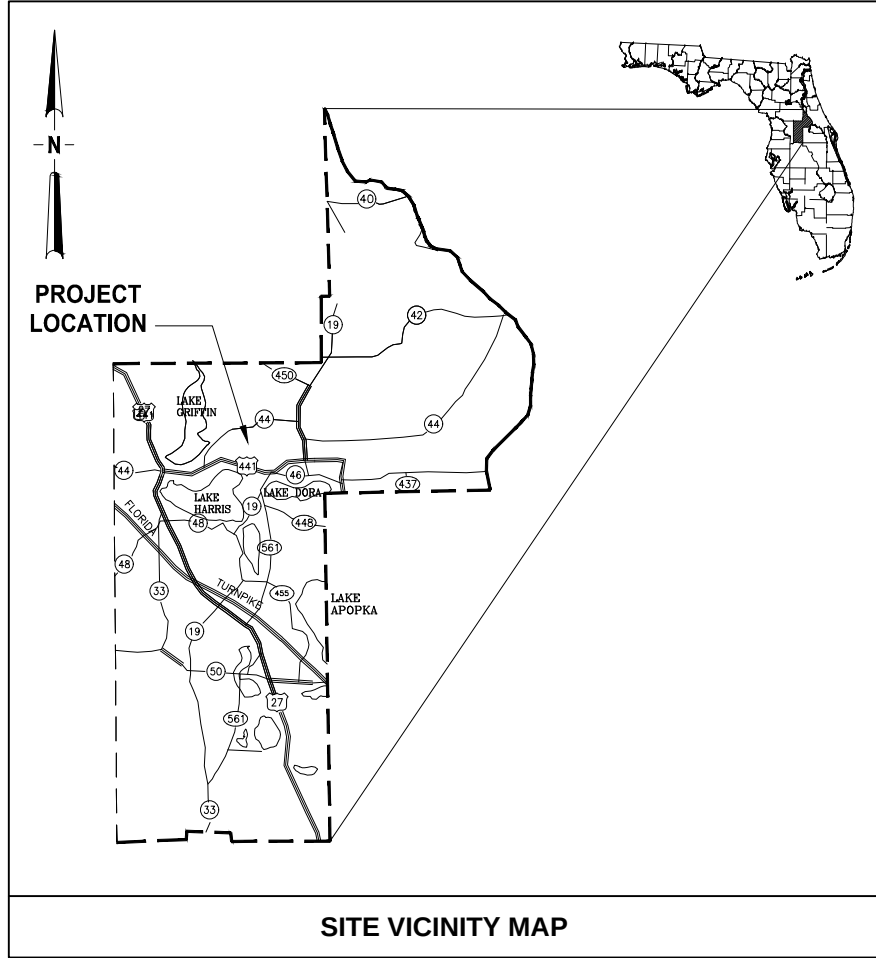
Date

CITY OF LEESBURG

TREADWAY WATER MAIN

LEESBURG, FLORIDA

Kenneth Acie Fraser, State of
Florida, Professional Engineer,
License No. 57452
This item has been digitally signed
and sealed by Kenneth Acie
Fraser on the date indicated here.
Printed copies of this document
are not considered signed and
sealed and the signature must be
verified on any electronic copies.

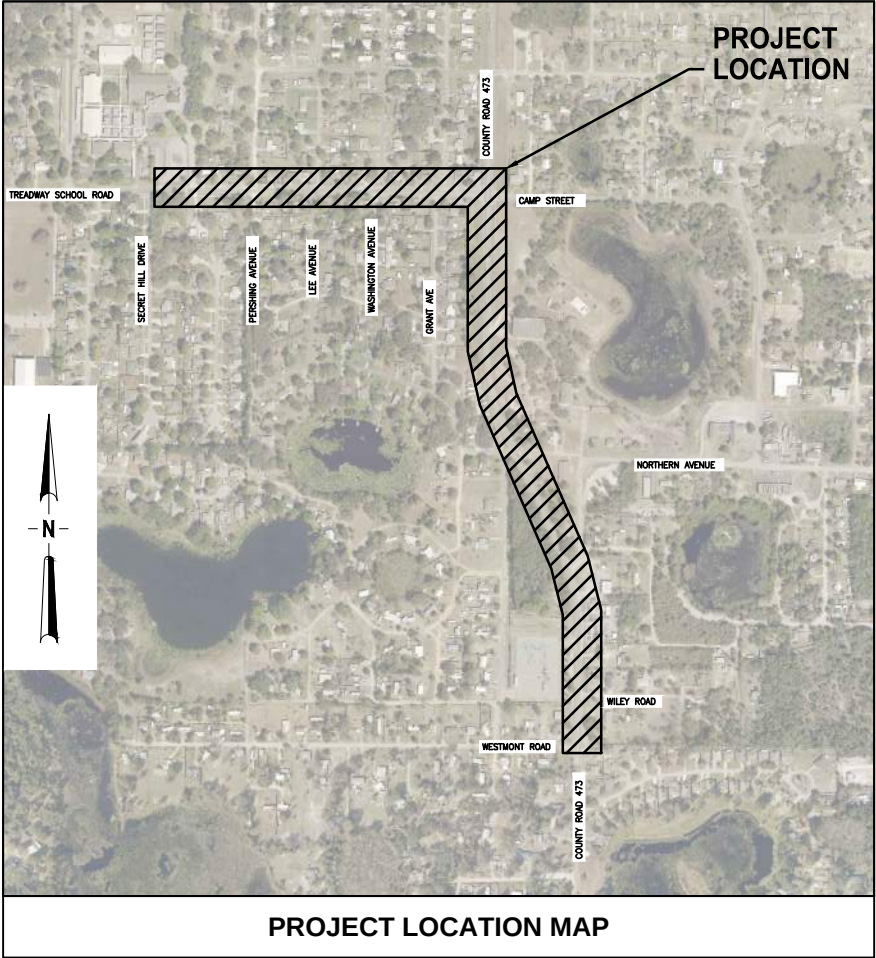


PREPARED FOR:
CITY OF LEESBURG

PUBLIC WORKS DEPARTMENT
550 SOUTH 14TH STREET
LEESBURG, FLORIDA 34749

PREPARED BY:

JonesEdmunds
CERTIFICATE OF AUTHORIZATION #1841
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821



100% DOCUMENTS

PROJECT NO: 07810-102-01

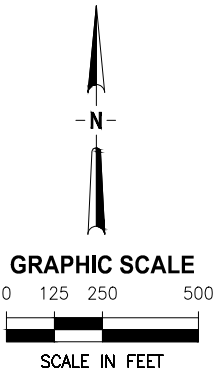
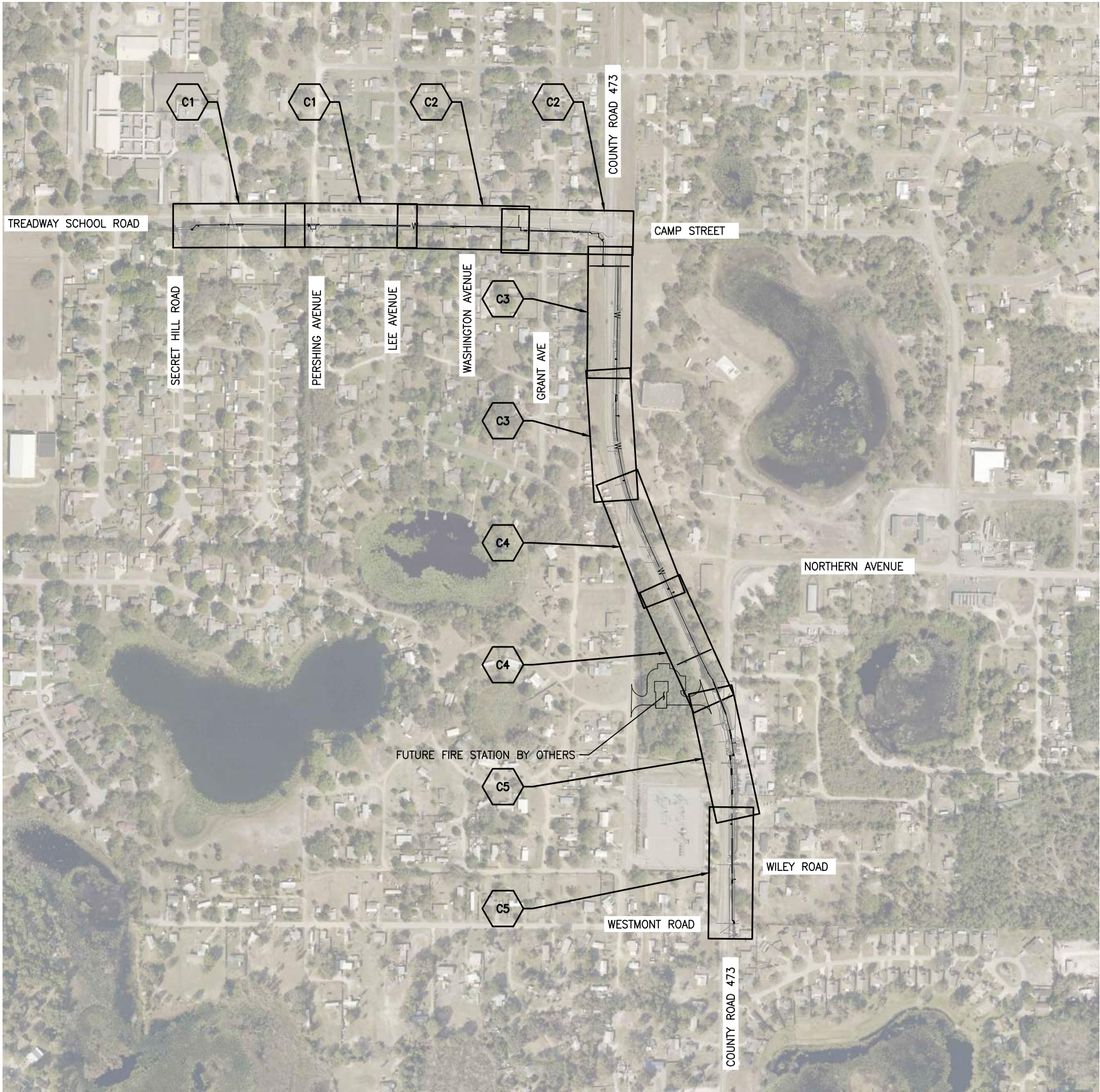
AUGUST 2021

SAVED: 8/13/2021 7:53 AM MHOFFMAN Y:\07810-LEESBURG\PROJECTS\102-01-TREADWAY-WATERMAIN-PROJECT\CAD\DWGS\GENERAL-PROJECT\07810-102-01-G2.DWG

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DRAWING INDEX	
DWG NO.	TITLE
GENERAL	
G1	COVER
G2	DRAWING INDEX AND KEY MAP
G3	GENERAL NOTES
G4	CIVIL LEGEND
G5	SURVEY LEGEND AND NOTES
G6	PROJECT LAYOUT PLAN
CIVIL	
C1	WATER MAIN PLAN
C2	WATER MAIN PLAN
C3	WATER MAIN PLAN
C4	WATER MAIN PLAN
C5	WATER MAIN PLAN
C6	HORIZONTAL DIRECTIONAL DRILL PROFILES
C7	HORIZONTAL DIRECTIONAL DRILL PROFILES
C8	CIVIL AND UTILITY DETAILS
C9	CIVIL AND UTILITY DETAILS
C10	CIVIL AND UTILITY DETAILS
EROSION CONTROL	
EC1	EROSION AND SEDIMENTATION CONTROL PLAN NOTES
EC2	EROSION AND SEDIMENTATION CONTROL PLAN DETAILS
EC3	EROSION AND SEDIMENTATION CONTROL PLAN DETAILS



100% DOCUMENTS

LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER



CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

DRAWING INDEX AND KEY MAP

CERTIFICATE OF AUTHORIZATION # 1841
APPROVED BY
KENNETH A. FRASER
P.E. # 57452

PROJECT NO:	DATE:
07810-102-01	AUGUST 2021
INDEX NO:	DWG NO:
----	G2

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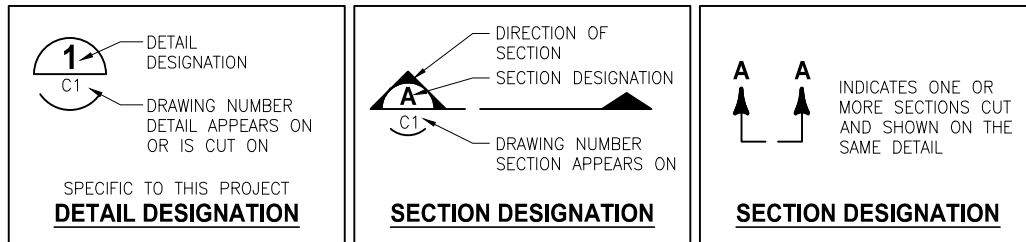
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|------|------|-----------|----|--------|----------|-----------|--|---|-----------------------------------|--|-----------------------------|----------------------|
| | | | | | DESIGNED | M HOFFMAN | 
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821 | CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT | GENERAL NOTES | CERTIFICATE OF AUTHORIZATION # 1841
APPROVED BY | PROJECT NO:
07810-102-01 | DATE:
AUGUST 2021 |
| | | | | | DRAWN | M HOFFMAN | | | | | | |
| | | | | | CHECKED | K FRASER | | | | | | |
| LTR. | DATE | REVISIONS | BY | APPRD. | | | | | | | | |
| | | | | | | | | | KENNETH A. FRASER
P.E. # 57452 | INDEX NO:
---- | DWG NO:
G3 | |

ABBREVIATIONS

ABBREV	ABBREVIATION	MFR	MANUFACTURER
AIP	ABANDONED IN PLACE	MH	MANHOLE
ALUM	ALUMINUM	MIN	MINIMUM
APP	APPROVE, APPROVED	MISC	MISCELLANEOUS
APPROX	APPROXIMATE	N	NORTHING, NORTH
BE	BWIND ELECTRIC	N/A	NOT APPLICABLE
BLD	BLIND	NE	NORTHEAST
BLDG	BUILDING	NFPA	NATIONAL FIRE
BM	BENCH MARK		PREVENTION ASSOCIATION
BT	BURIED TELEPHONE	NIC	NOT IN CONTRACT
BTM	BOTTOM	NO	NUMBER
CI	CAST IRON	NOM	NOMINAL
CFM	CUBIC FEET PER MINUTE	NTE	NOT TO EXCEED
CFR	CODE OF FEDERAL REGULATIONS	NTS	NOT TO SCALE
CFS	CUBIC FEET PER SECOND	NW	NORTHWEST
CHD	CHORD	NWL	NORMAL WATER LEVEL
CLR	CLEARANCE	#	NUMBER DESIGNATION
CNG	COMPRESSED NATURAL GAS	OC	ON CENTER
CNTRL	CONTROL	OD	OUTSIDE DIAMETER
COM	COMMUNICATION, TELEPHONE/DATA	OHE	OVERHEAD ELECTRIC
CONC	CONCRETE	OHL	OVERHEAD LINE
CONT	CONTINUOUS	OPP	OPPOSITE
C/M	CONSTRUCTION MONUMENT	OSHA	OCCUPATIONAL SAFETY AND
CTRD	CENTERED		HEALTH ADMINISTRATION
DI	DUCTILE IRON	PC	POINT OF CURVATURE
DIA	DIAMETER	PE	PLAIN END
DWG	DRAWING	PI	POINT OF INTERSECTION
E	EASTING, EAST	PIV	POINT OF VERTICAL INTERSECTION
EA	EA	POJ	PUSH ON JOINT
ELEC	ELECTRICAL	PRV	PRESSURE REDUCING VALVE
EL, ELEV	ELEVATION	PSI	POUNDS PER SQUARE INCH
EQ	EQUAL	PT	POINT OF TANGENCY
EW	EACH WAY	PVC	POLYVINYL CHLORIDE
EXIST, EX	EXISTING	R	RADIUS
EXP	EXPOSED	REF	REFERENCE (INFORMATION OBTAINED
*F	DEGREES FAHRENHEIT		FROM DRAWINGS BY OTHERS)
FBV	FLORIDA BEARING VALUE	REQ	REQUIRED
FDEP	FLORIDA DEPARTMENT OF	R/W	RIGHT OF WAY
	ENVIRONMENTAL PROTECTION	S	SLOPE
FDOT	FLORIDA DEPARTMENT OF	SAN	SANITARY SEWER
	TRANSPORTATION	SCH	SCHEDULE
FH	FIRE HYDRANT	SDR	STANDARD DIMENSION RATIO
FIG	FIGURE	SE	SQUARE FEET
FIN	FINISHED	SF	SOUTHEAST
FJ	FLANGED JOINT	SHT	SHEET
FLEX	FLEXIBLE	SIM	SIMILAR
FLG	FLANGE	SP	SUPER PAVE
FM	FORCE MAIN	SPEC	SPECIFICATIONS, SPECIFIED
FT	FOOT	SPI	STANDARD PLANS INDEX
GAL	GALLON	SQ	SQUARE
GM	GAS MAIN	SST	STAINLESS STEEL
GR	GRADE	STA	STATION
GV	GATE VALVE	STD	STANDARD
H	HIGH	STL	STEEL
HDD	HORIZONTAL DIRECTIONAL DRILL	STM	STORM
HDPE	HIGH DENSITY POLYETHYLENE	S/W	SIDEWALK
HORIZ	HORIZONTAL	SW	SOUTHWEST
HT	HEIGHT	TAN	TANGENT
HW	HIGH WATER LEVEL	TBM	TEMPORARY BENCH MARK
IE	INVERT ELEVATION	TEMP	TEMPORARY
IN	INCH	THK	THICK
INV	INVERT	TC	TOP OF CURB
L	LENGTH	TO	TOP OF
LBR	LIMEROCK BEARING RATIO	TOB	TOP OF BERM
LB	POUNDS	TOS	TOE OF SLOPE
LF	LINEAR FEET	TOW	TOP OF WALL
MAX	MAXIMUM	TYP	TYPICAL
		UL	UNDERWRITER'S LABORATORIES
		UGE	UNDERGROUND ELECTRIC
		VERT	VERTICAL
		W	WEST
		WGT	WEIGHT
		WM	WATER MAIN

DOCUMENTS



						DESIGNED	M. HOFFMAN	 JonesEdmunds 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821	CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT	CIVIL LEGEND	CERTIFICATE OF AUTHORIZATION # 1841		PROJECT NO:	DATE:
						APPROVED BY	07810-102-01				AUGUST 2021			
							INDEX NO:				DWG NO:			
						KENNETH A. FRASER	----				G4			
LTR.	DATE	REVISIONS			BY	APPRD.	CHECKED	K. FRASER						

A PORTION OF SECTION 11, 13 & 14, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LYING IN LAKE COUNTY, FLORIDA.

1. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
2. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
3. MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
5. UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
6. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND FLORIDA STATUTE 472.025.
7. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. VERTICAL INFORMATION SHOWN HEREON REFERS TO LAKE COUNTY COUNTY CONTROL POINT "LK 47", AND HAS A PUBLISHED ELEVATION OF 77.58 FEET NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
10. HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN ON THE MAP ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAD83), 1999 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. CONTROL POINT(S) USED FOR THIS SURVEY ARE NATIONAL GEODETIC SURVEY (NGS) POINTS "ROOF", PID NUMBER AA1809. DISTANCES SHOWN ARE GRID DISTANCES.
11. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
12. IMPROVEMENTS AND TOPOGRAPHIC FEATURES SHOWN HEREON ARE LIMITED TO AREAS PER SPECIFIC INSTRUCTIONS OF THE CLIENT.
13. RIGHT OF WAY INFORMATION SHOWN HEREON WAS DETERMINED BY FOUND MONUMENTATION, RECORDED PLATS, RECORDED RIGHT OF WAY MAPS, AND INFORMATION OBTAINED ON THE LAKE COUNTY PROPERTY APPRAISERS WEB SITE. NO RIGHT OF WAY DOCUMENTATION WAS PROVIDED BY CLIENT.

THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

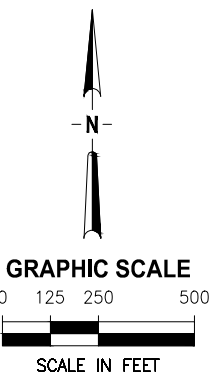
TEST HOLE	STATION	OFFSET	NG ELEV	TOP PIPE ELEV	PIPE DESCRIPTION
1	0+48	7.3' L	75.1	72.1	4-1/2" COATED STEEL GM
2	13+72	7.8' R	82.1	78.8	4-1/2" COATED STEEL GM
3	19+24	37.0' L	76.4	73.4	2-1/2" COATED STEEL GM
4	36+08	9.9' R	75.2	72.4	2-1/2" COATED STEEL GM
5	38+23	2.5' L	75.9	72.0	4" METAL GM

SIZE SHOWN IS TRUNK DIAMETER IN
INCHES MEASURED AT CHEST HEIGHT

☁ = TREE
O = OAK
CIT = CITRUS
M = MAPLE
OR = ORANGE
H = HOLLY
PO = PODOCARPUS
SP = SPRUCE

						DESIGNED _____	 JonesEdmunds 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821	CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT	SURVEY LEGEND AND NOTES		PROJECT NO:	DATE:
						07810-102-01					AUGUST 2021	
						INDEX NO:					DWG NO:	
LTR.	DATE	REVISIONS	BY	APPRD.	CHECKED _____	----					G5	

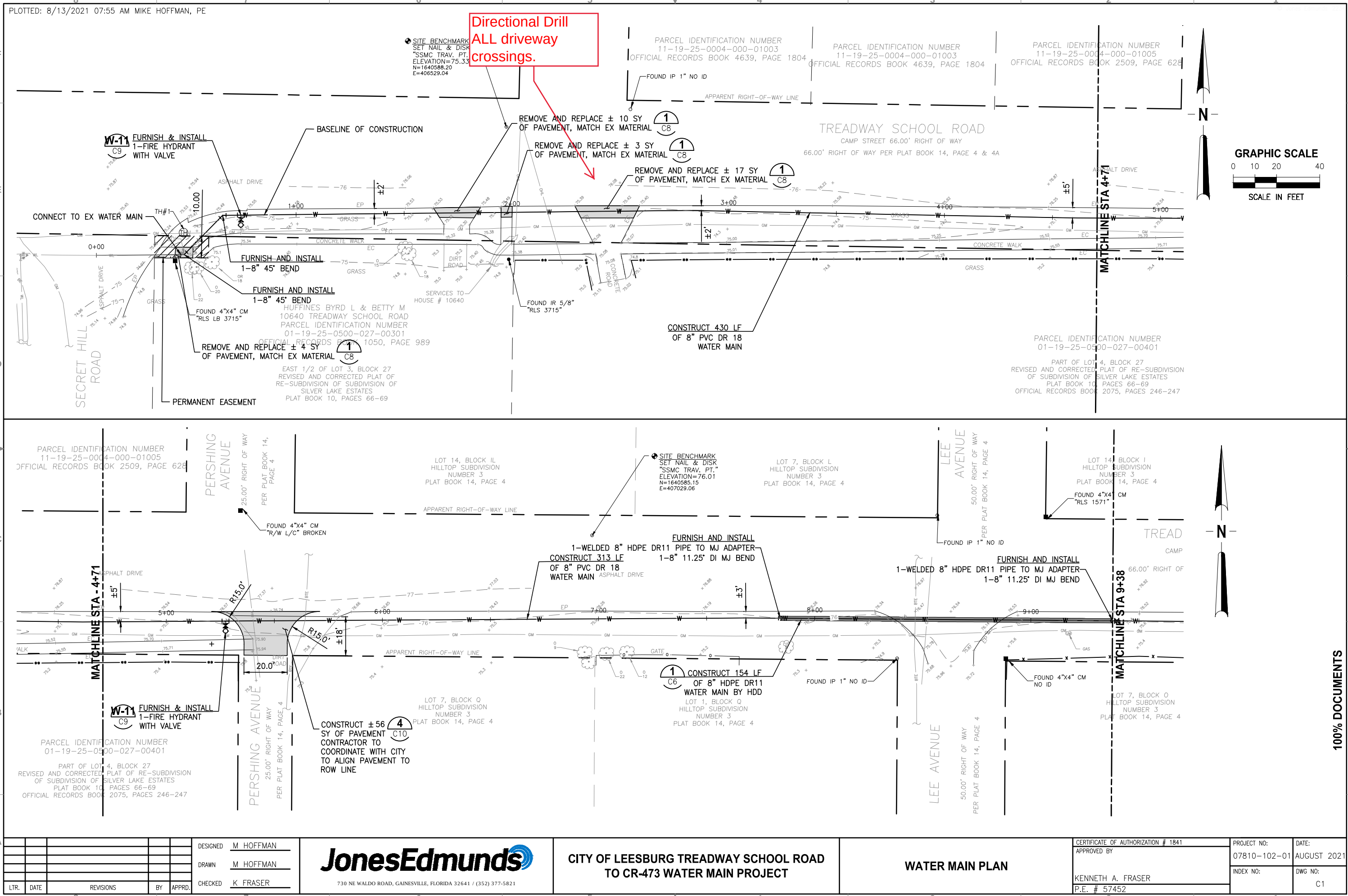
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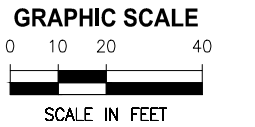


						DESIGNED	M. HOFFMAN	 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821	CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT	PROJECT LAYOUT PLAN	CERTIFICATE OF AUTHORIZATION # 1841		PROJECT NO:	DATE:
						DRAWN	M. HOFFMAN				APPROVED BY		07810-102-01	AUGUST 2021
						CHECKED	K. FRASER				KENNETH A. FRASER		INDEX NO:	DWG NO:
											P.E. # 57452		----	G6
LTR.	DATE	REVISIONS		BY	APPRD.									

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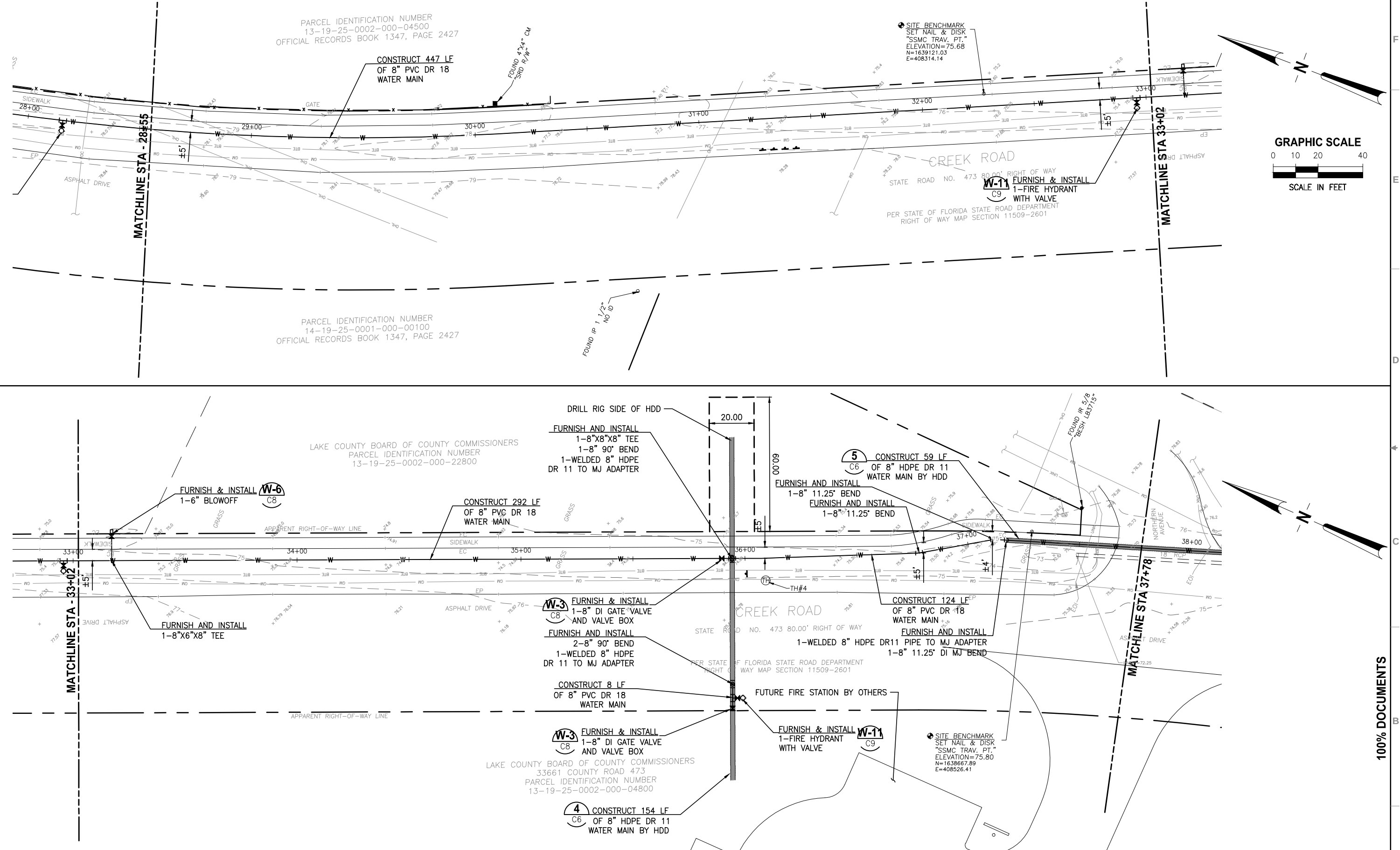
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APPROVED BY	07810-102-01	AUGUST 2021
KENNETH A. FRASER	INDEX NO:	DWG NO:
P.E. # 57452		C2



					DESIGNED	M. HOFFMAN	 JonesEdmunds 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821	CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT	WATER MAIN PLAN	CERTIFICATE OF AUTHORIZATION # 1841	PROJECT NO:	DATE:
					DRAWN	M. HOFFMAN				APPROVED BY	07810-102-01	AUGUST 2021
					CHECKED	K. FRASER				KENNETH A. FRASER	INDEX NO:	DWG NO:
LTR.	DATE	REVISIONS	BY	APPRD.						P.E. # 57452		C3

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LTR.	DATE	REVISIONS	BY	APPRD.	CHECKED

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER



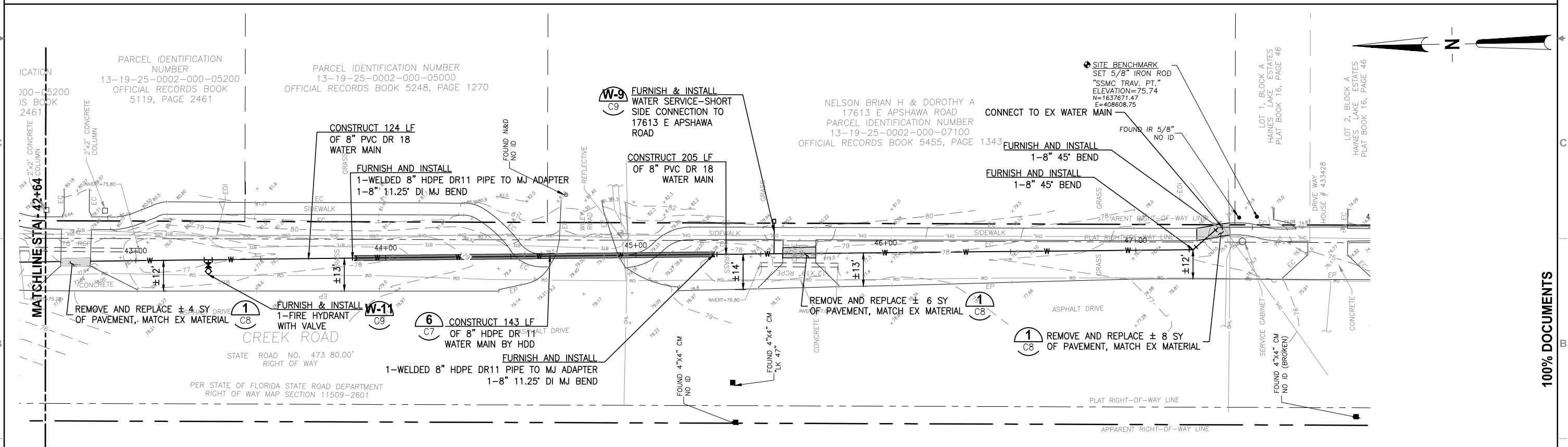
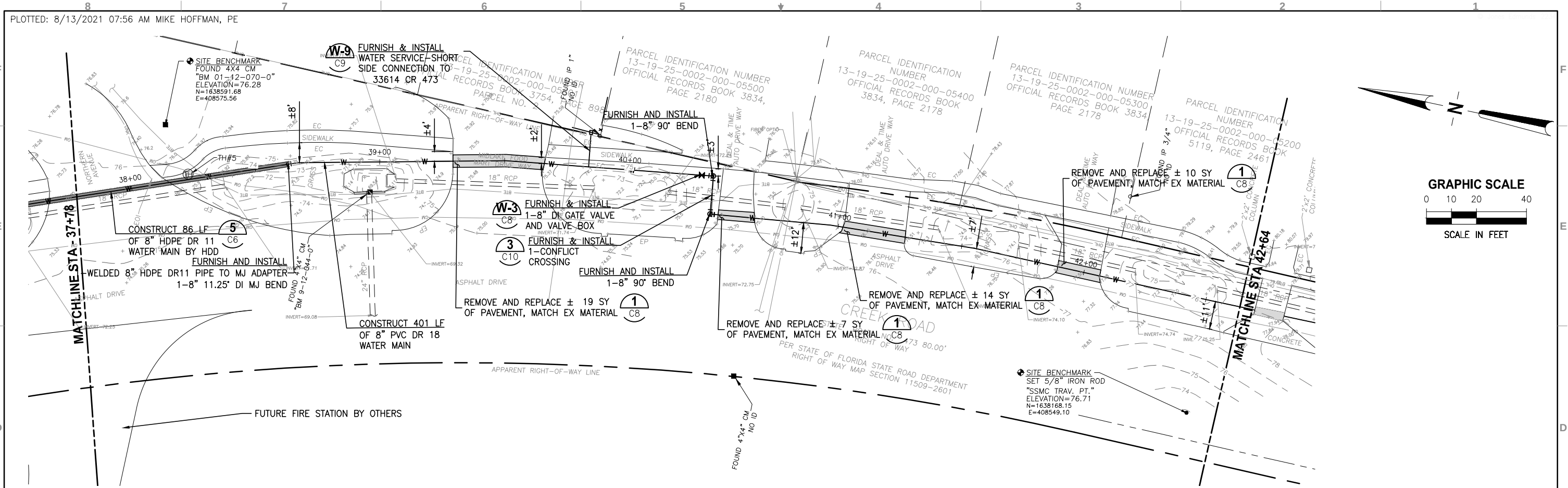
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

WATER MAIN PLAN

CERTIFICATE OF AUTHORIZATION # 1841	PROJECT NO:	DATE:
APPROVED BY	07810-102-01	AUGUST 2021
KENNETH A. FRASER	INDEX NO:	DWG NO:
P.E. # 57452		C4

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PLOT: 8/13/2021 07:56 AM MIKE HOFFMAN, PE



LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER

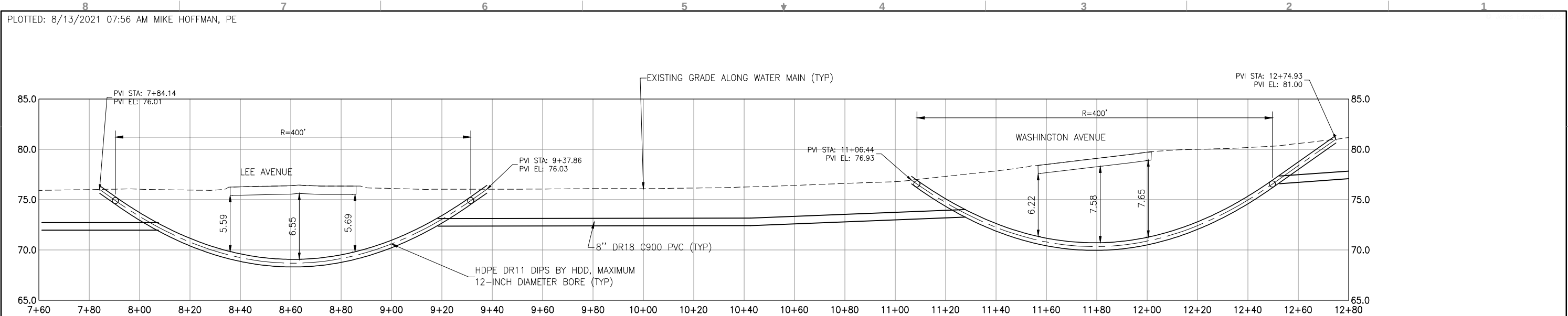
JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

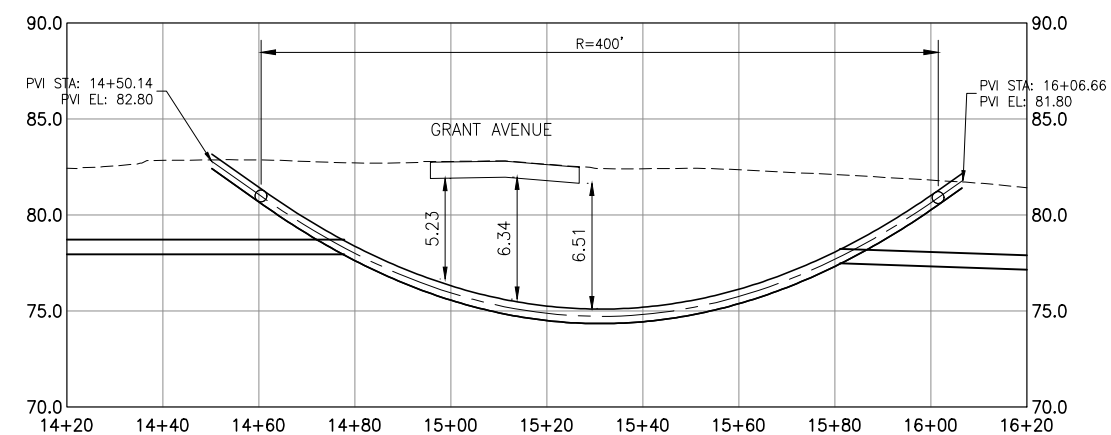
WATER MAIN PLAN

CERTIFICATE OF AUTHORIZATION # 1841	PROJECT NO:	DATE:
APPROVED BY	07810-102-01	AUGUST 2021
KENNETH A. FRASER	INDEX NO:	DWG NO:
P.E. # 57452		C5

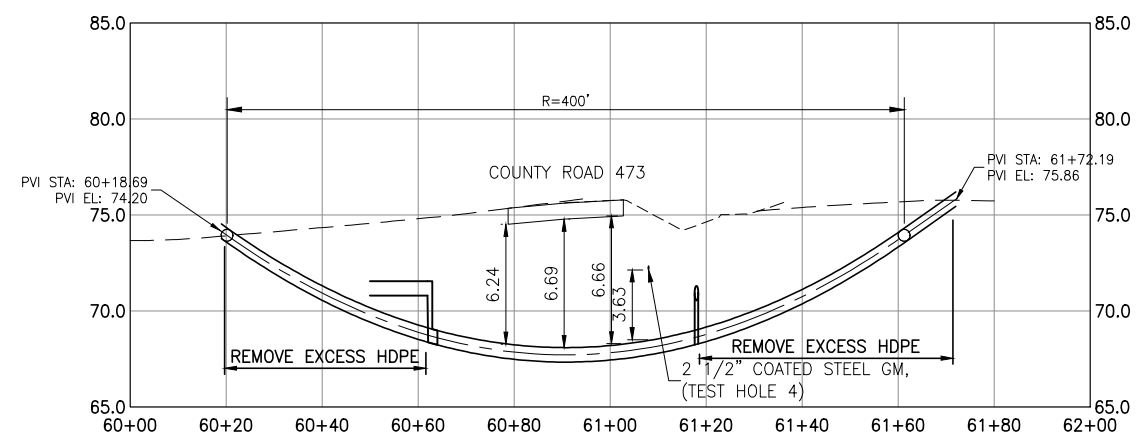
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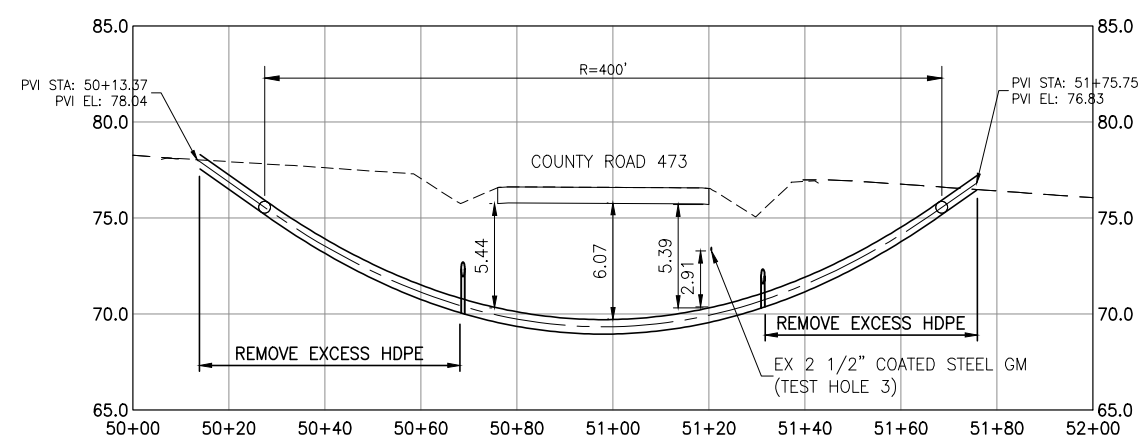
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C1, C2



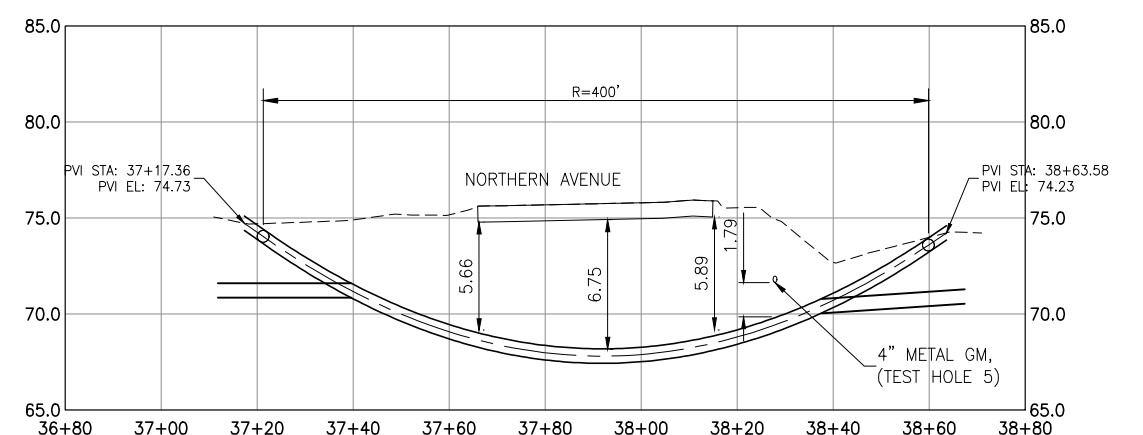
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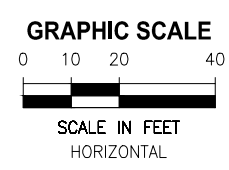
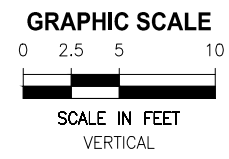
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C4



HDD 3
C3

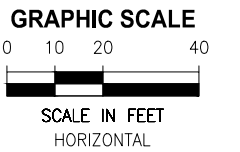


HDD 5
C4, C5



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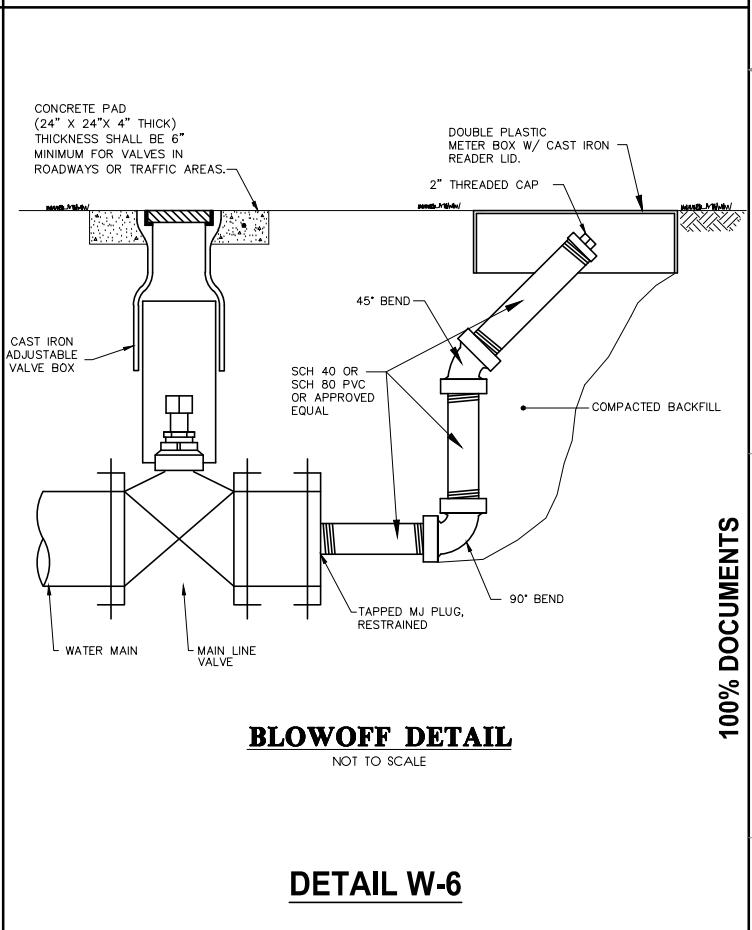
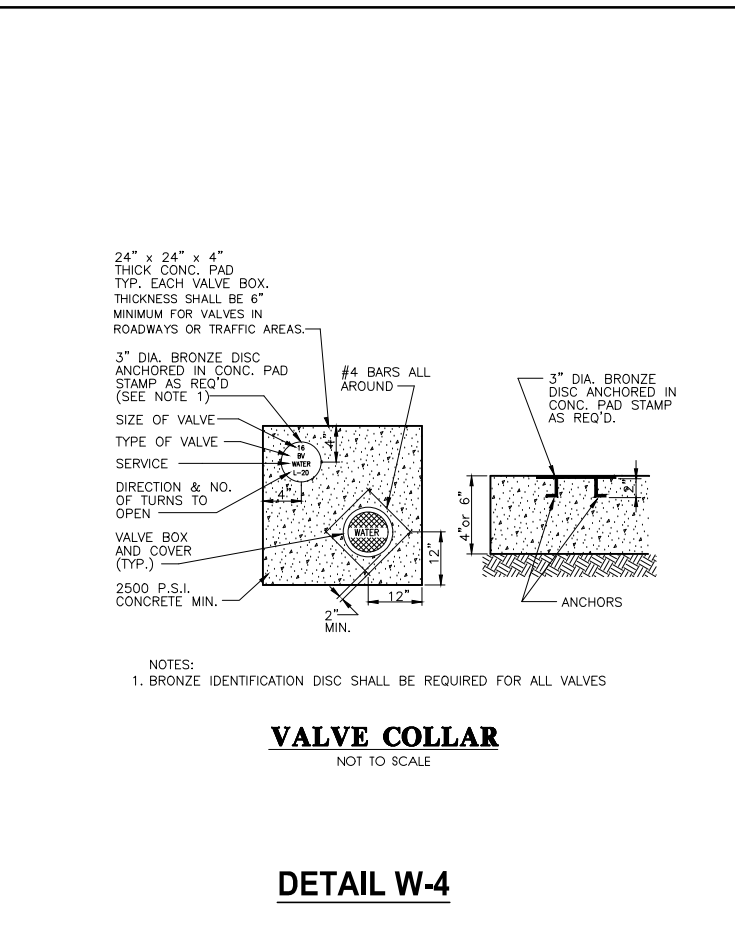
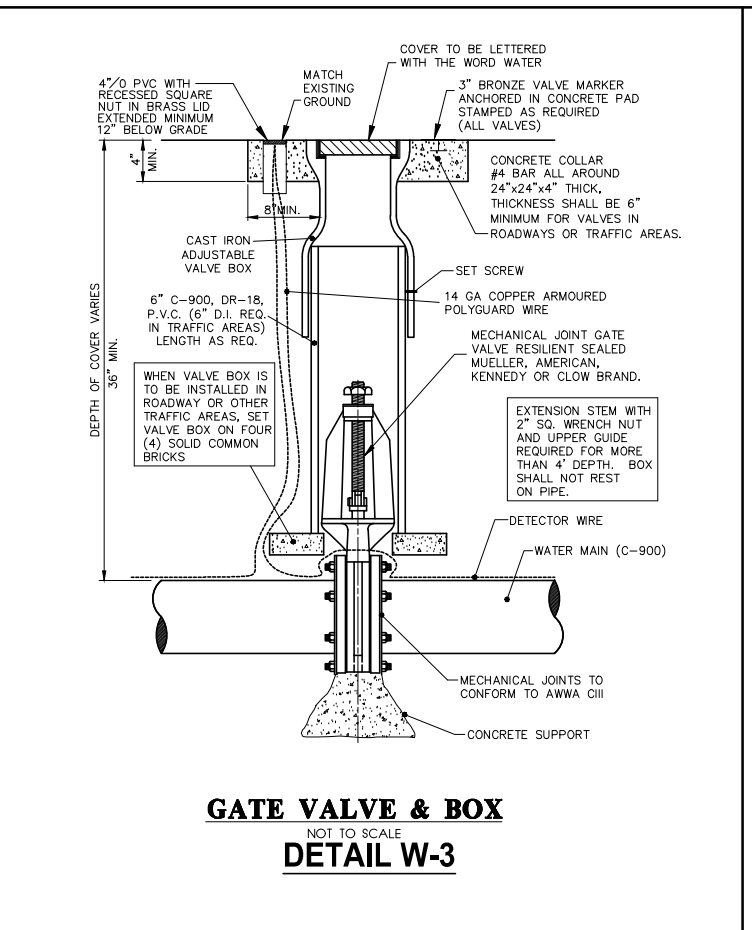
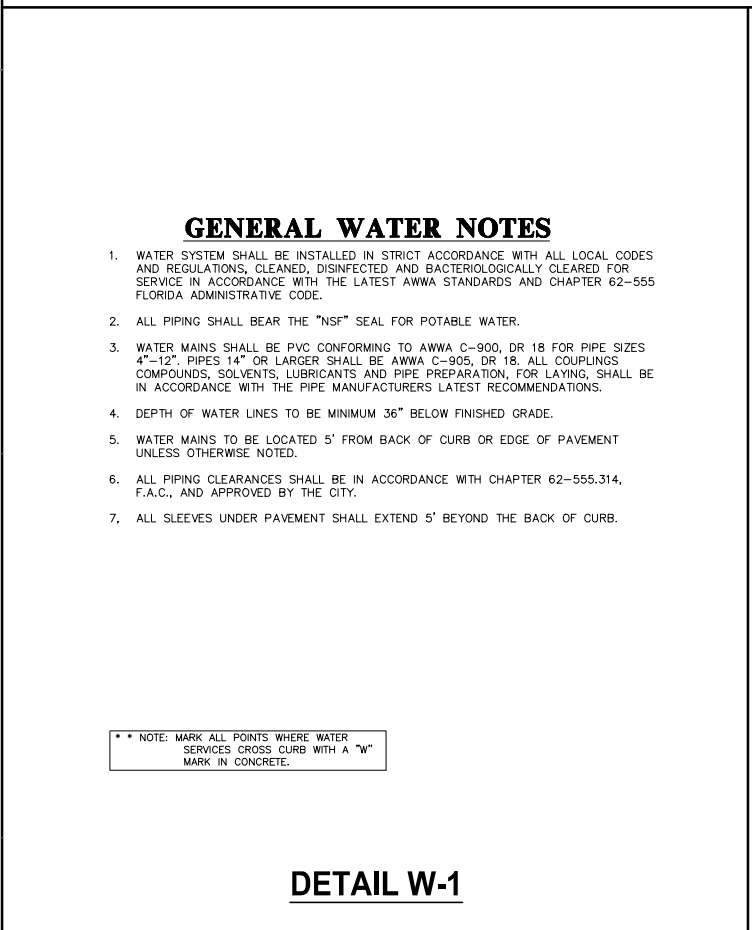
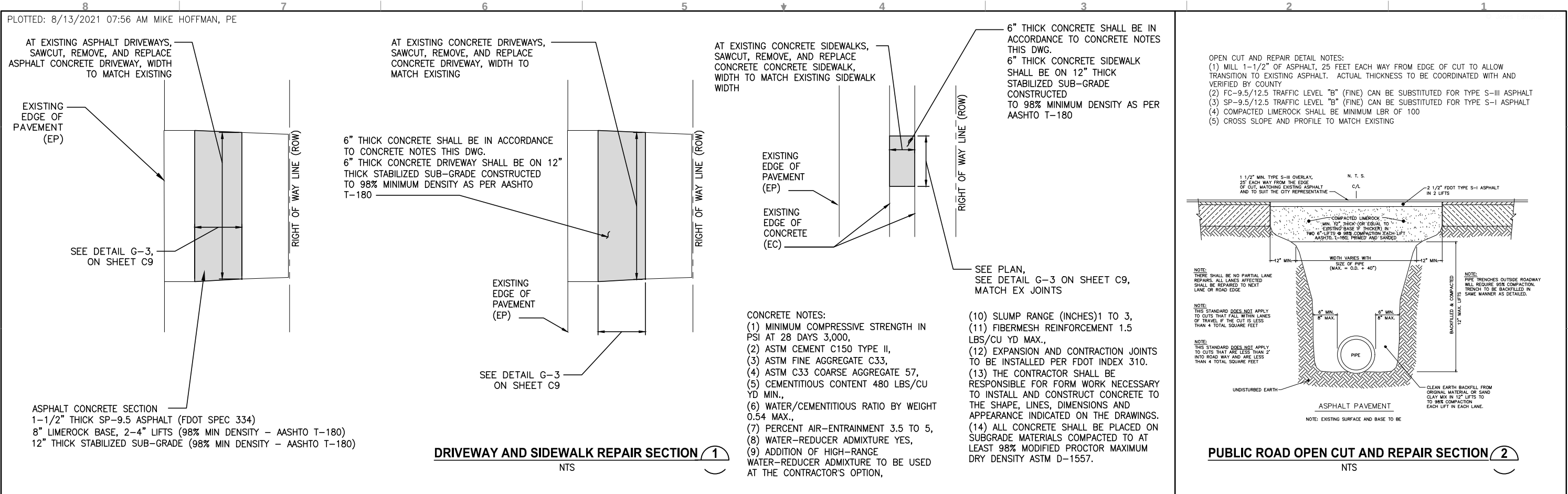
						DESIGNED	M HOFFMAN	 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821	CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT	HORIZONTAL DIRECTIONAL DRILL PROFILES	CERTIFICATE OF AUTHORIZATION # 1841		PROJECT NO:	DATE:
						DRAWN	M HOFFMAN				APPROVED BY		07810-102-01	AUGUST 2021
						CHECKED	K FRASER				KENNETH A. FRASER		INDEX NO:	DWG NO:
LTR.	DATE	REVISIONS		BY	APPRD.	P.E. # 57452						C6		



					DESIGNED	M. HOFFMAN	 JonesEdmunds 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821	CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT	HORIZONTAL DIRECTIONAL DRILL PROFILES	CERTIFICATE OF AUTHORIZATION # 1841	PROJECT NO:	DATE:
					DRAWN	M. HOFFMAN				APPROVED BY	07810-102-01	AUGUST 2021
										KENNETH A. FRASER	INDEX NO:	DWG NO:
LTR.	DATE	REVISIONS	BY	APPRD.	CHECKED	K. FRASER				P.E. # 57452		C7

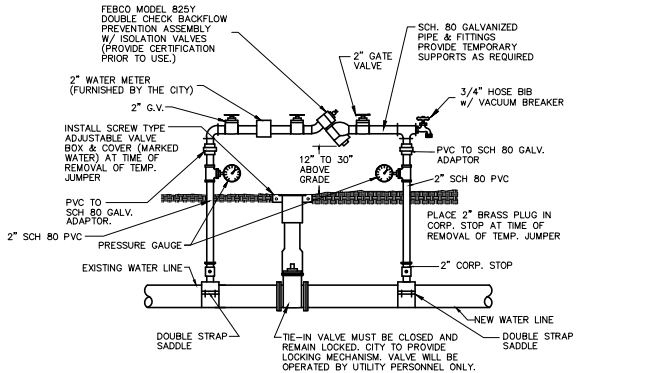
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DESIGNED M. HOFFMAN					CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT					CIVIL AND UTILITY DETAILS					CERTIFICATE OF AUTHORIZATION # 1841					PROJECT NO: 07810-102-01					DATE: AUGUST 2021				
DRAWN M. HOFFMAN															APPROVED BY					INDEX NO:					DWG NO: C8				
CHECKED K. FRASER															KENNETH A. FRASER														
LTR. DATE															P.E. # 57452														

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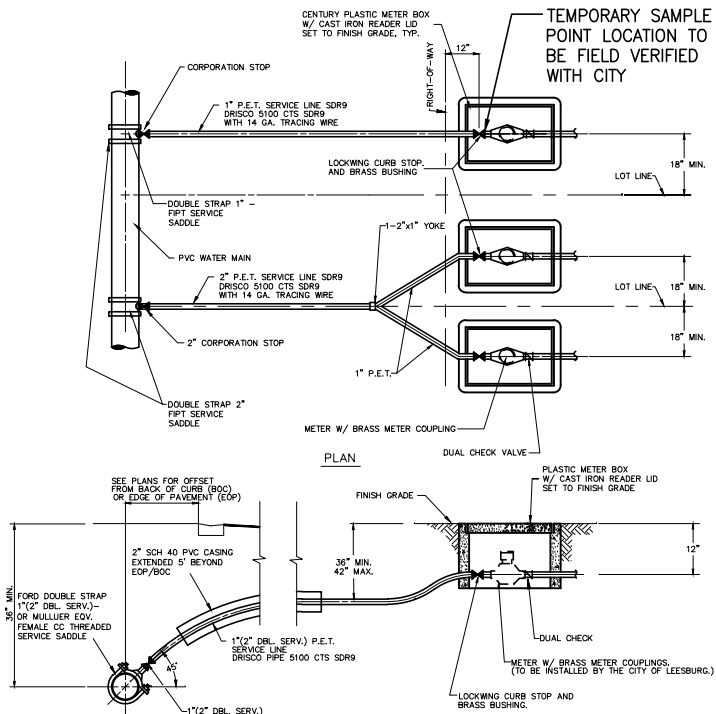
TEMPORARY JUMPER CONNECTION DETAIL
NOT TO SCALE

NOTE: LOCATION TO BE DETERMINED AT TIME OF PRECONSTRUCTION CONFERENCE W/ CITY.

DETAIL W-7

- TEMPORARY JUMPER CONNECTION NOTES**
- A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
 - THE DETAILS TO BE USED FOR FILING ANY WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" DIAMETER (2.5 FPS MINIMUM VELOCITY) AND FOR PULLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILING, FLUSHING, TESTING AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. THE JUMPER CONNECTION SHALL ALSO BE USED TO MAINTAIN A MINIMUM PRESSURE OF 20 psi IN THE NEW MAINS ALL THE TIME AFTER DISINFECTION AND UNTIL THE FDEP CLEARANCE LETTER IS OBTAINED. ADEQUATE THRUST BLOCKING AND/OR RESTRAINTS SHALL BE PROVIDED TEMPORARILY, AS REQUIRED. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA C651, 1992 EDITION. THIS TAPPING SLEEVE AND THE EXTERIOR OF THE MAIN TO BE TAPPED SHALL BE DISINFECTED BY SPRAYING OR SWABBING PER SECTION II OF AWWA C561-92.
 - FLUSHING OF 10" DIAMETER AND LARGE WATER MAINS MAY BE DONE THROUGH THE TIE-IN VALVE, IN THE PRESENCE OF THE UTILITY DEPART. THE UTILITY DEPARTMENT WILL NOTIFIED IN WRITING 48 HOURS PRIOR TO THE FLUSHING OF SAID MAINS.
- THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:
- THE TIE-IN VALVES SHALL BE OPERATED AND PRESSURE TESTED IN THE PRESENCE OF THE UTILITY COMPANY AND ENGINEER TO VERIFY WATER TIGHTNESS PRIOR TO THE TIE-IN. VALVES WHICH ARE NOT WATER TIGHT SHALL BE REPLACED OR A NEW VALVE INSTALLED IMMEDIATELY ADJACENT TO THE LEAKING VALVE.
 - THE TEMPORARY JUMPER CONNECTION SHALL BE CONSTRUCTED AS DETAILED. THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW WATER MAIN AND FOR PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING OF THE NEW MAIN AS REQUIRED BY THE FDEP PERMIT.
 - FLUSHING SHALL NOT BE ATTEMPTED DURING PEAK DEMAND HOURS OF THE EXISTING WATER MAIN.
 - ALL DOWNSTREAM VALVES IN THE NEW SYSTEM MUST BE OPEN PRIOR TO OPENING THE TIE-IN VALVE.
 - PROVIDE FOR AND MONITOR THE PRESSURE AT THE TIE-IN POINT, THE PRESSURE IN THE EXISTING MAIN MUST NOT DROP BELOW 35 psi.
 - TIE-IN VALVE SHALL BE OPENED A FEW TURNS ONLY, ENSURING A PRESSURE DROP ACROSS THE VALE IS ALWAYS GRATER THAN 10 psi.
 - THE TIE-IN VALVE SHALL BE LOCKED CLOSED BY THE CITY UNTIL FLUSHING BEGINS.
 - THE TIE-IN VALVE SHALL BE OPENED ONLY A FEW TURNS FOR FLUSHING OF THE NEW MAIN. THE PROCEDURE SHALL BE DIRECTED BY THE CITY AND OBSERVED BY THE ENGINEER.
 - AFTER FLUSHING, THE TIE-IN VALVE SHALL BE CLOSED AND LOCKED IN THE CLOSED POSITION BY THE CITY.
- THE CONTRACTOR SHALL PROVIDE DOCUMENTATION DEMONSTRATING THAT THE DOUBLE CHECK BACKFLOW PREVENTION DEVICE HAS BEEN TESTED WITHIN ONE YEAR AT THE TIME OF INSTALLATION AND IS IN GOOD WORKING ORDER AT THE TIME OF INSTALLATION. THE TEST SHALL BE PERFORMED BY A QUALIFIED BACKFLOW PREVENTION TECHNICIAN.
 - EXCEPT AS REQUIRED TO FLUSH LINES OF GREATER THAN 8" IN DIAMETER, THE TIE-IN VALVE SHALL REMAIN CLOSED AND SHALL BE LOCKED IN THE CLOSED POSITION BY THE CITY. THE TIE-IN VALVE SHALL REMAIN LOCKED CLOSED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR USE BY FDEP AND ALL OTHER PERTINENT AGENCIES.
 - UPON RECEIPT OF CLEARANCE FOR USE FROM FDEP AND ALL OTHER PERTINENT AGENCIES, THE CONTRACTOR SHALL REMOVE THE JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND PLUGGED WITH 2" BRASS PLUGS.
 - ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE FITTINGS, VALVE, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

DETAIL W-8

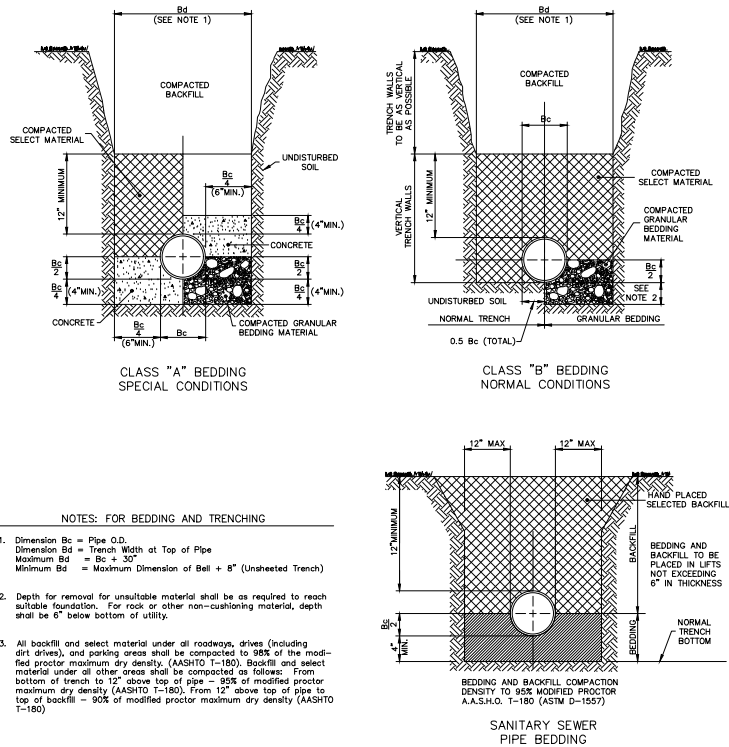


WATER SERVICE CONNECTION DETAILS
NOT TO SCALE

(NOTE: METERS TO BE INSTALLED BY CITY OF LEESBURG.)

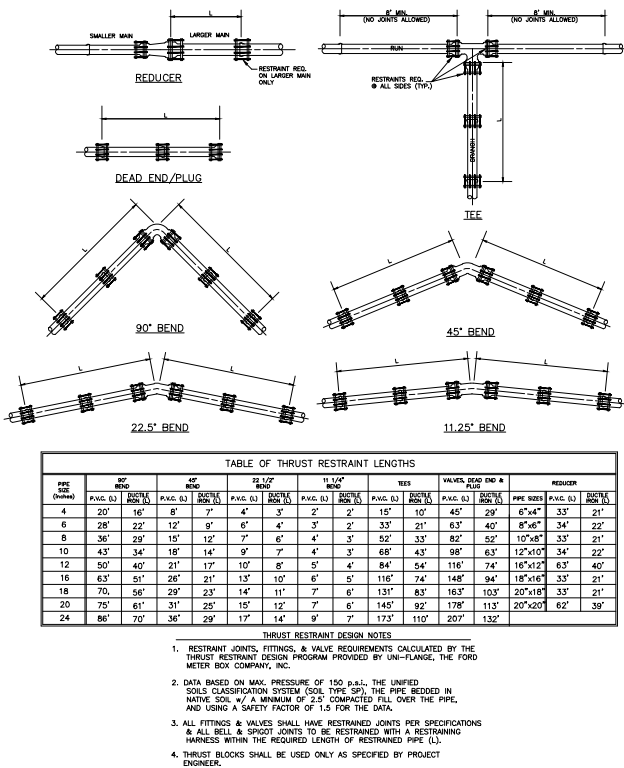
FOR MORE DETAIL REGARDING LONG SIDE SERVICE CONNECTION

DETAIL W-9



BEDDING DETAILS
NOT TO SCALE

DETAIL G-3



THRUST RESTRAINT DETAILS
NOT TO SCALE

DETAIL G-6

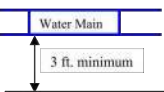
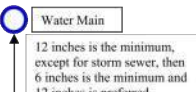
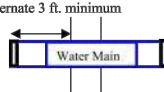
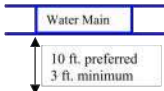
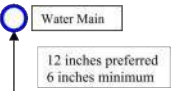
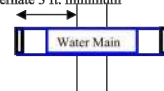
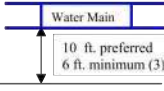
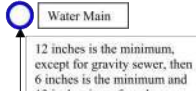
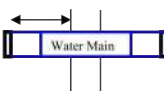
					DESIGNED	M. HOFFMAN
					DRAWN	M. HOFFMAN
LTR.	DATE	REVISIONS	BY	APPRD.	CHECKED	K. FRASER

CERTIFICATE OF AUTHORIZATION # 1841	PROJECT NO:	DATE:
APPROVED BY	07810-102-01	AUGUST 2021
KENNETH A. FRASER	INDEX NO:	DWG NO:
P.E. # 57452		C9

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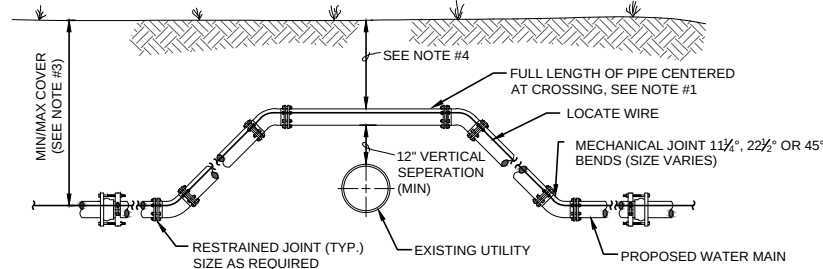
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LOCATION OF PUBLIC WATER SYSYEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	 3 ft. minimum	 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	 Alternate 3 ft. minimum
Vacuum Sanitary Sewer	 10 ft. preferred 3 ft. minimum	 12 inches preferred 6 inches minimum	 Alternate 3 ft. minimum
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	 10 ft. preferred 6 ft. minimum (3)	 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	 Alternate 6 ft. minimum
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

- (1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

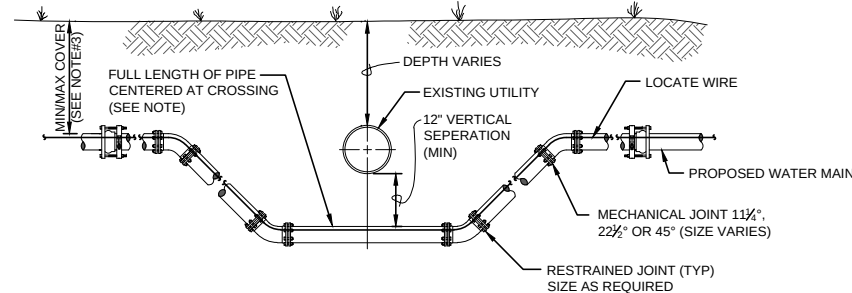
Disclaimer - This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.



NOTES:

1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557.
2. MINIMUM VERTICAL SEPERATION IS REQUIRED TO BE A MINIMUM OF 12" OUTSIDE TO OUTSIDE OF PIPE.
3. THE COVER FOR PIPING SHALL BE 36" MINIMUM AND 60" MAXIMUM, UNLESS APPROVED BY CITY OF LEESBURG.

CASE "A" CROSSING



NOTES:

1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557.
2. MINIMUM VERTICAL SEPERATION IS REQUIRED TO BE A MINIMUM OF 12" OUTSIDE TO OUTSIDE OF PIPE.
3. THE COVER FOR PIPING SHALL BE 36" MINIMUM AND 60" MAXIMUM, UNLESS APPROVED BY CITY OF LEESBURG.

CASE "B" CROSSING

CONFLICT CROSSING

NTS

3

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER

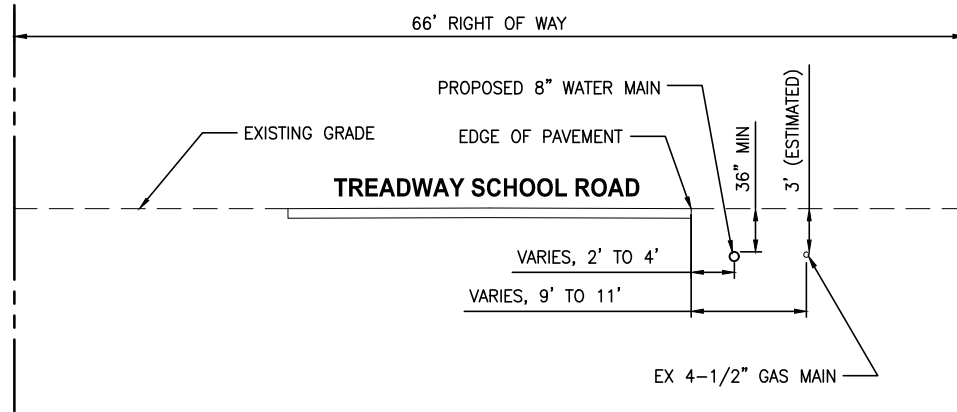
JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

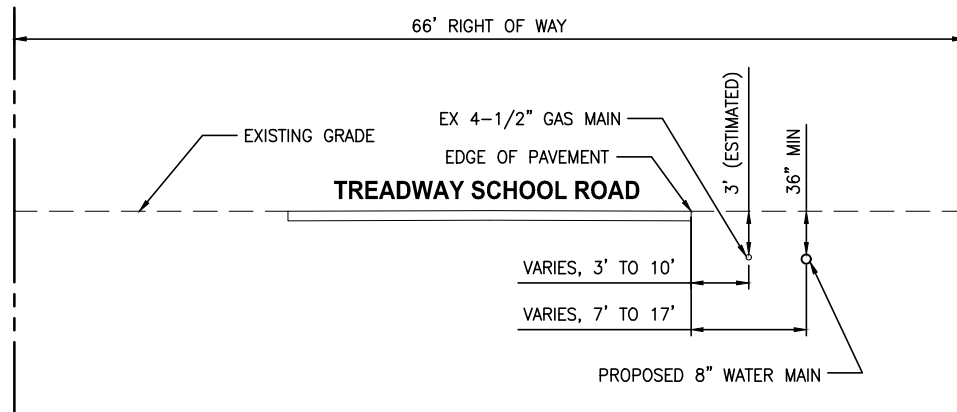
CIVIL AND UTILITY DETAILS

CERTIFICATE OF AUTHORIZATION # 1841
APPROVED BY
KENNETH A. FRASER
P.E. # 57452

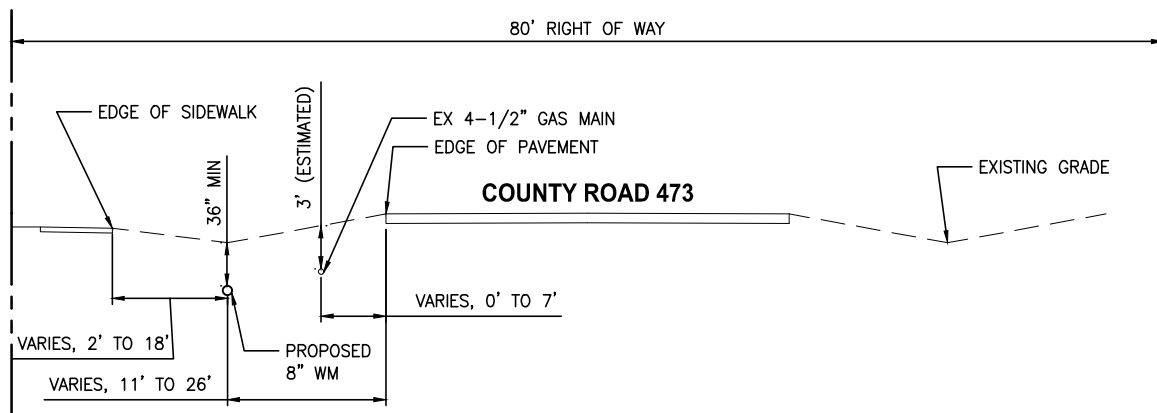
PROJECT NO:	DATE:
07810-102-01	AUGUST 2021
INDEX NO:	DWG NO:
	C10



STA 0+65 TO STA 14+12



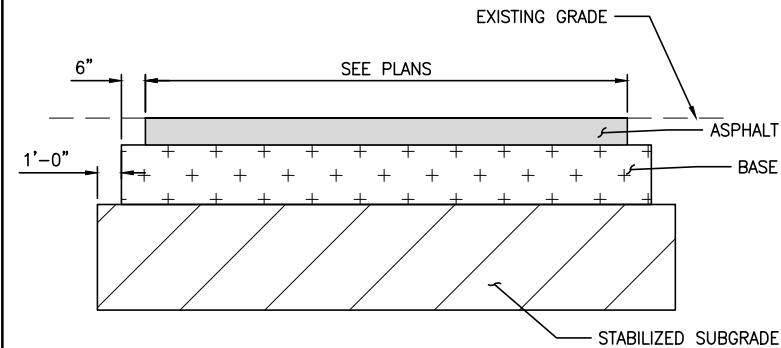
STA 14+13 TO STA 16+98



STA 19+38 TO STA 47+23

LAKE COUNTY ROW UTILIZATION
TYPICAL SECTIONS

NTS

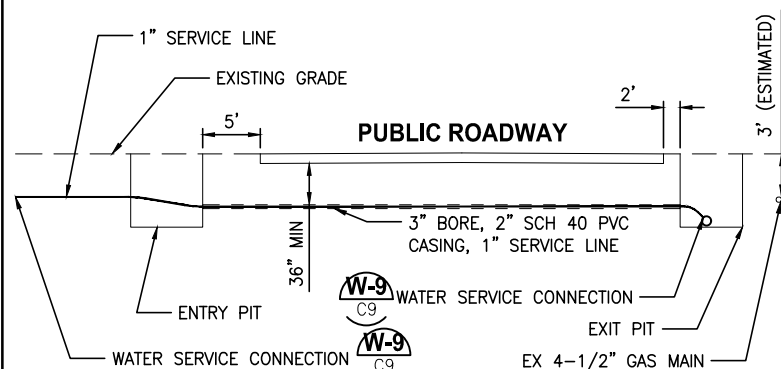


PAVEMENT SECTION DETAILS
1-1/2" SP-9.5 (FDOT SPEC 334)
8" LIMEROCK BASE (2-4" LIFTS, 98% MIN DENSITY - AASHTO T-180)
12" STABILIZED SUBGRADE (98% MIN DENSITY - AASHTO T-180)

PAVEMENT

4
C1

NTS



WATER SERVICE CONNECTION
LONG SIDE-BORING DETAIL

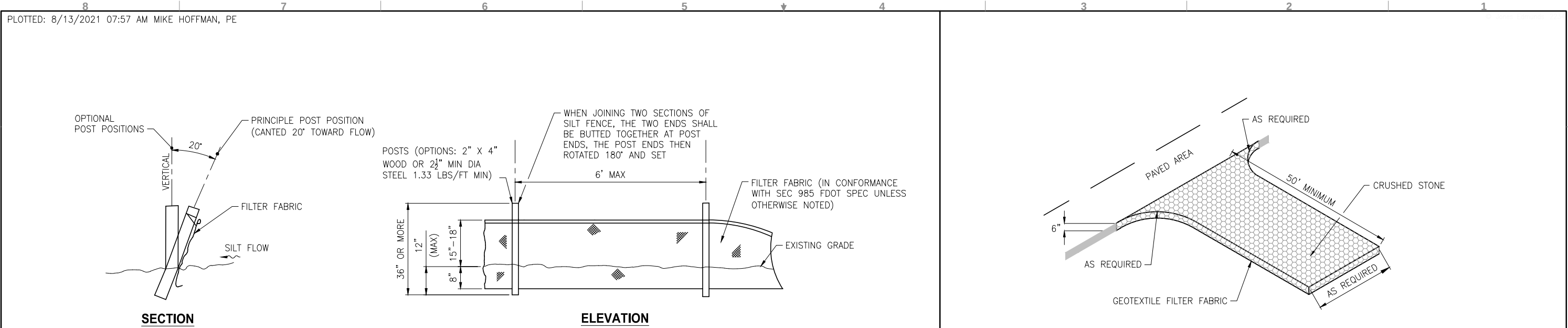
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5
C1

100% DOCUMENTS

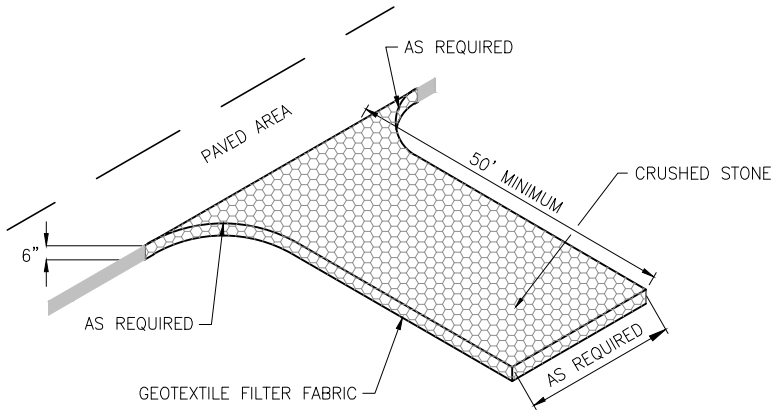
PROJECT NO: 07810-102-01	DATE: AUGUST 2021
INDEX NO: ----	DWG NO: EC1

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 3/11/2021 3:26 PM MHOFFMAN



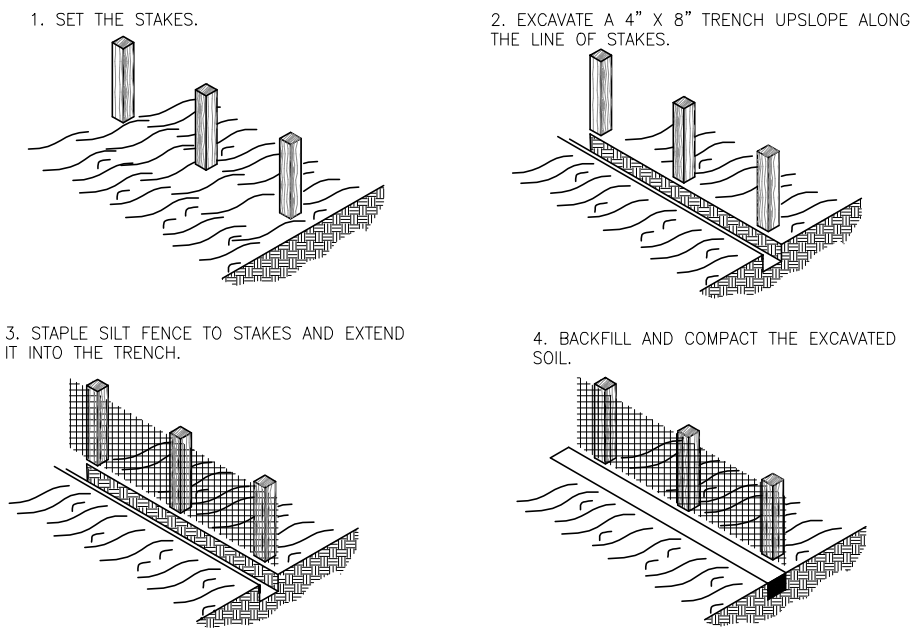
TYPICAL SILT FENCE DETAIL

NTS



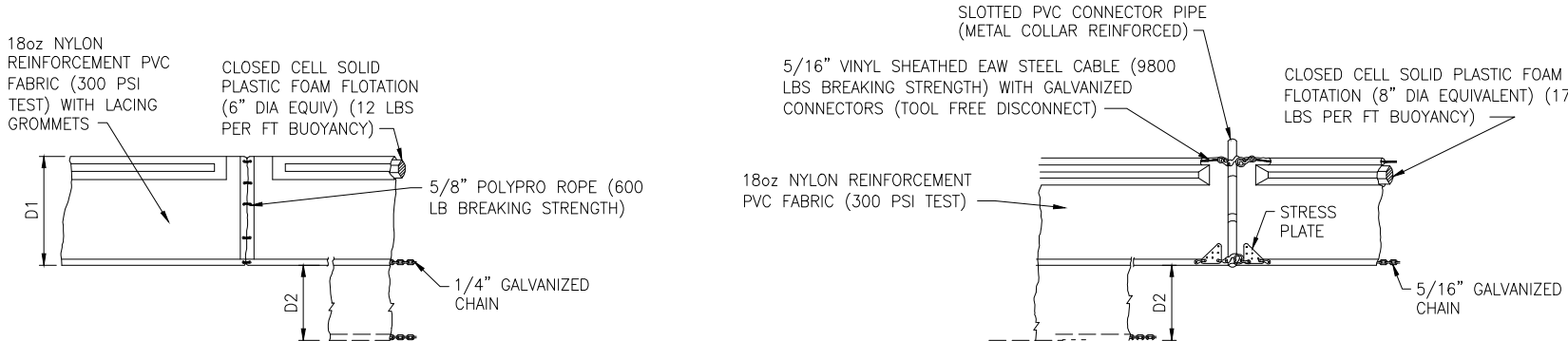
STABILIZED CONSTRUCTION ENTRANCE/EXIT DETAIL

NTS



SILT FENCE CONSTRUCTION DETAIL

NTS



D1 =5' STD (SINGLE PANEL FOR DEPTHS 5' OR LESS)
 D2 =5' STD (ADDITIONAL PANEL FOR DEPTHS 5')
 CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALL FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.
 NOTICE: COMPONENTS OF TYPES 1 AND 2 MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES 1 AND 2 SHALL BE AS APPROVED BY THE ENGINEER.

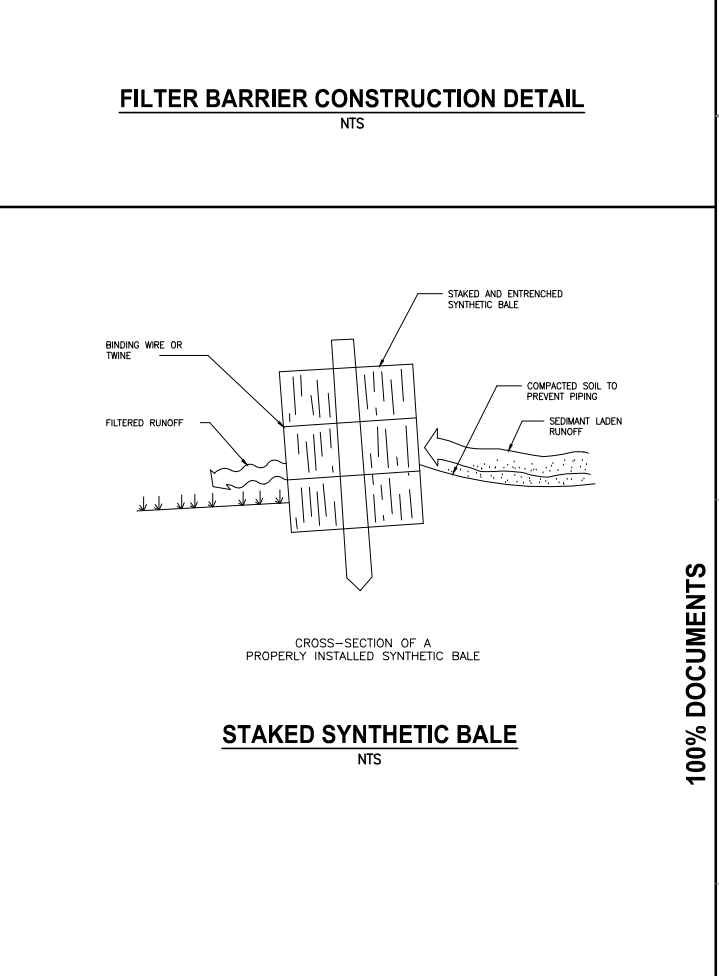
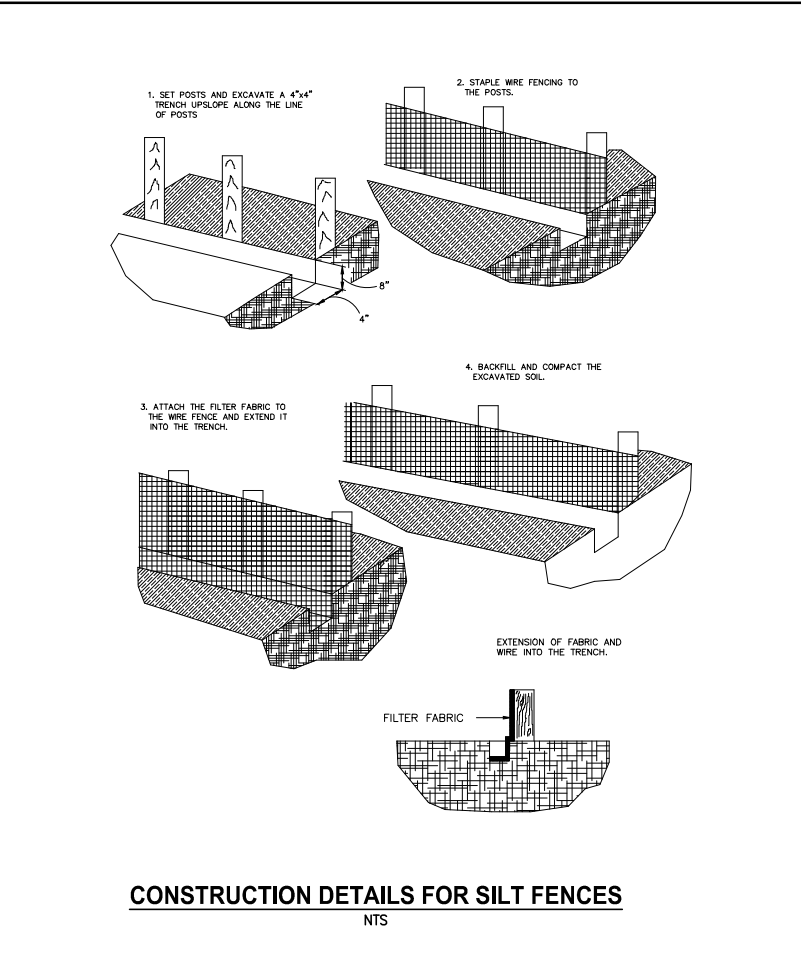
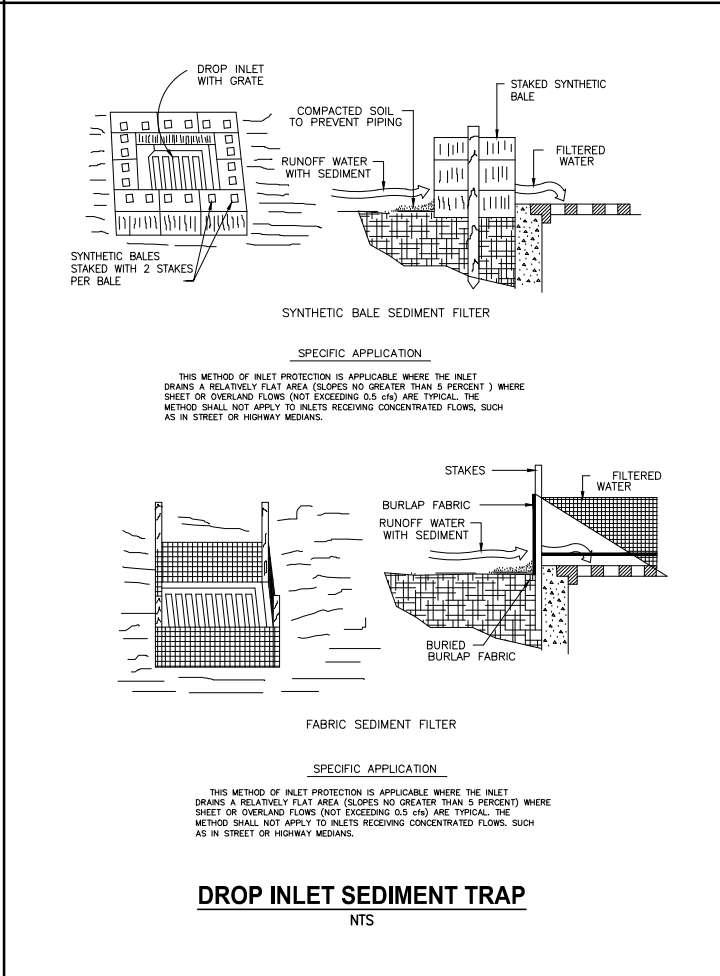
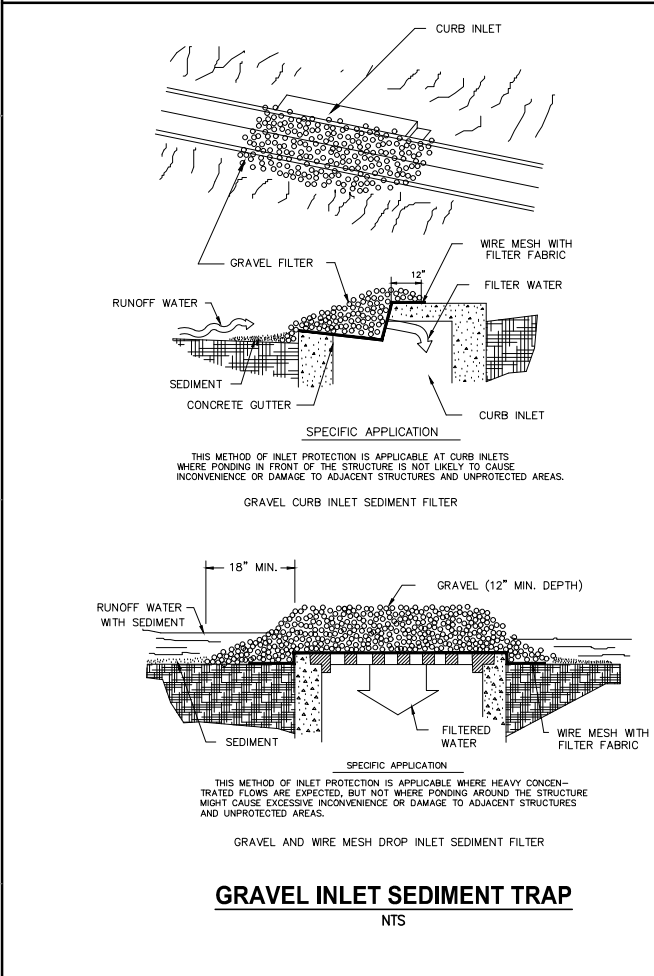
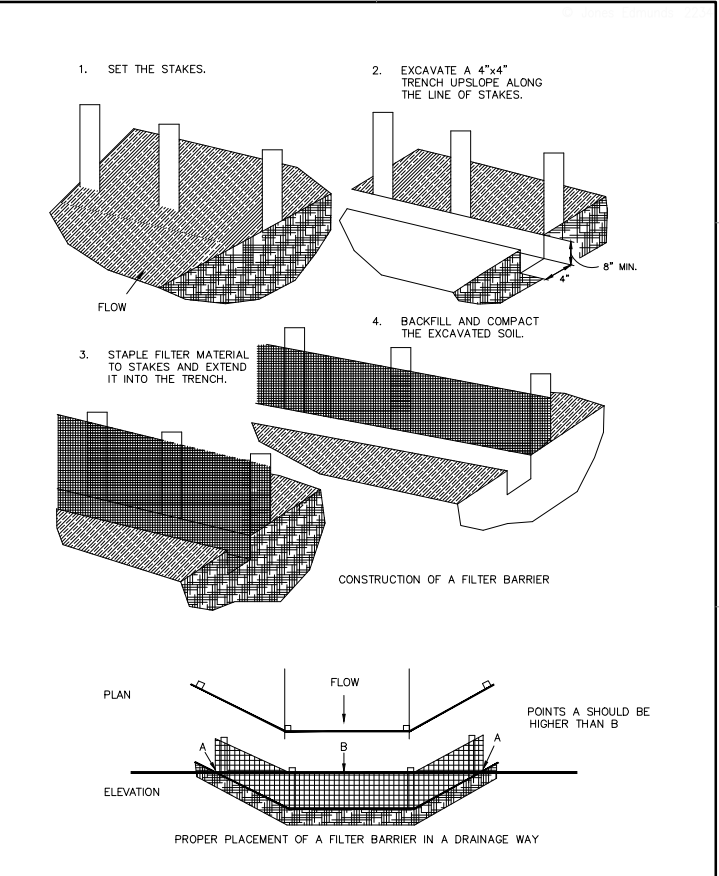
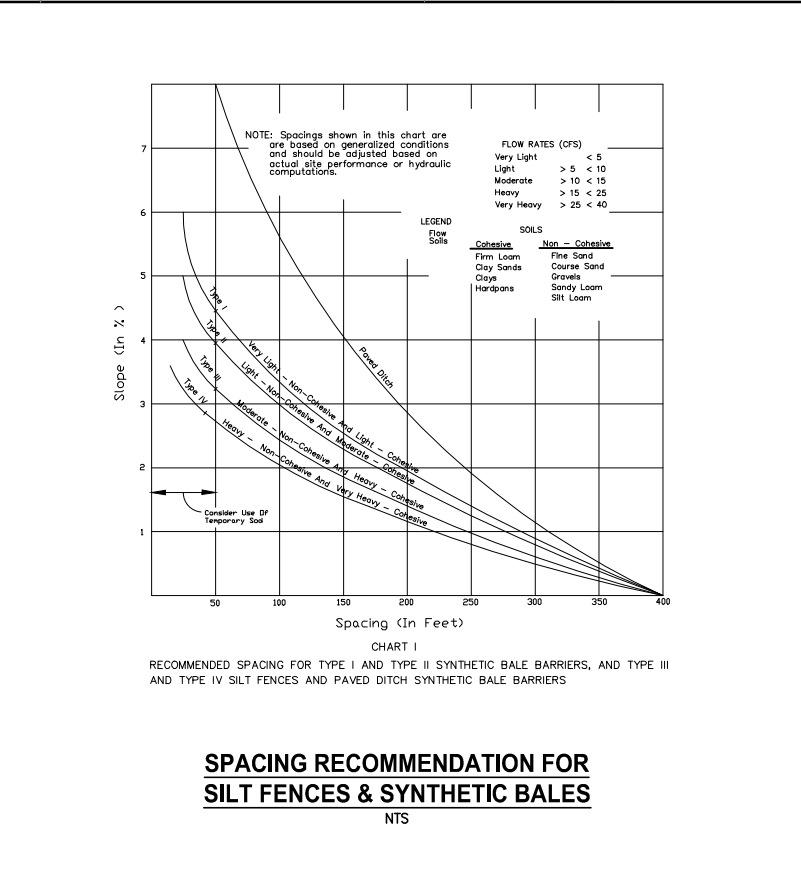
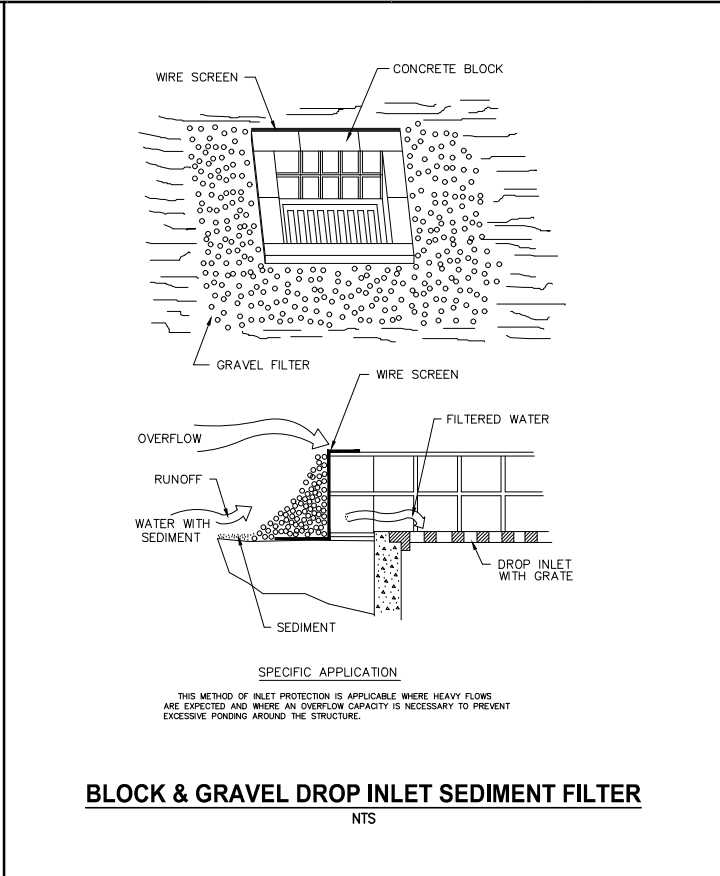
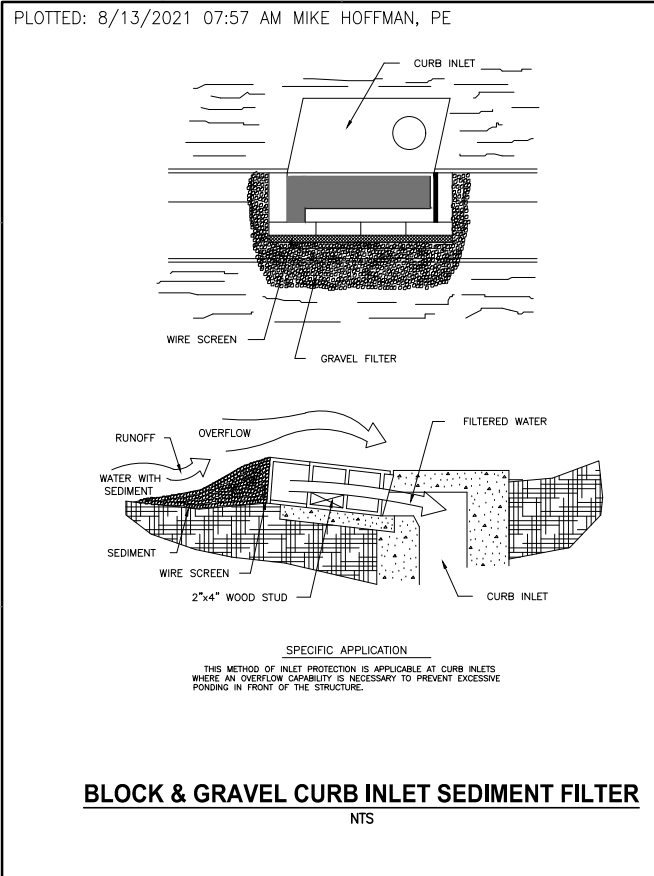
TYPICAL FLOATING TURBIDITY BARRIER DETAIL

NTS

DESIGNED M. HOFFMAN DRAWN M. HOFFMAN CHECKED K. FRASER					JonesEdmunds 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821			CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT			EROSION AND SEDIMENTATION CONTROL PLAN DETAILS			CERTIFICATE OF AUTHORIZATION # 1841 APPROVED BY KENNETH A. FRASER P.E. # 57452		PROJECT NO: 07810-102-01	DATE: AUGUST 2021
LTR.	DATE	REVISIONS	BY	APPRD.												INDEX NO: ----	DWG NO: EC2

100% DOCUMENTS

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					DESIGNED	<u>M. HOFFMAN</u>
					DRAWN	<u>M. HOFFMAN</u>
LTR.	DATE	REVISIONS	BY	APPRD.	CHECKED	<u>K. FRASER</u>

JonesEdmunds
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CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

EROSION AND SEDIMENTATION
CONTROL PLAN DETAILS

CERTIFICATE OF AUTHORIZATION # 1841	PROJECT NO:	DATE:
APPROVED BY	07810-102-01	AUGUST 2021
KENNETH A. FRASER	INDEX NO:	DWG NO:
P.E. # 57452	----	EC3

100% DOCUMENTS

Rodriguez, Jeremy

From: Kenneth A. Fraser, PE <KFraser@jonesedmunds.com>
Sent: Wednesday, March 16, 2022 11:36 AM
To: Rodriguez, Jeremy
Cc: Scott, Jimmy; neil.gaines@leesburgflorida.gov
Subject: RE: City of Leesburg Treadway Water Main-Lake County Permit #10501-Revisions
Attachments: 07810-102-01_TreadwaySchoolRd-SIGNED.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Blue Category

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Jeremy,
To follow-up the below email and our telephone conversation, please find the attached updated Treadway Water Main plans.

These plans reflect shifting the water main to maintain the minimum of 5 feet from the edge of pavement.

As noted, we do request that the contractor be allowed to open-cut the driveways as noted on the plans.

In addition, we have added the notes shown below on sheet G3 General Notes (number 31 and 32) to give the Contractor direction for the open-cut restoration.

This is submitted to obtain an updated County Permit #10501.

Please let me know if you have questions or need additional information.

Thank you,

Kenneth A. Fraser, PE

Senior Engineer

p. 904.744.5401 | x. 1520 | c. 904.545.1376

JONESEDMUNDS.COM

8657 Baypine Road, Suite 300, Jacksonville, FL 32256-8634

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From: Kenneth A. Fraser, PE
Sent: Monday, March 7, 2022 4:12 PM
To: Rodriguez, Jeremy <jdrodriguez@lakecountyfl.gov>
Cc: jscott@lakecountyfl.gov; Neil Gaines <neil.gaines@leesburgflorida.gov>
Subject: City of Leesburg Treadway Water Main-Lake County Permit #10501-Revisions

Jeremy,
I spoke to Terry Scott (copied) earlier today concerning the requirement to directional drill beneath all of the driveways.

The plans already show us directional drilling beneath all of the main intersecting roadways.

One exception is the Treadway and Pershing Avenue intersection, which is not paved and we plan to pave it after installing the water main.

In the course of our discussion, he realized that our line did not maintain the minimum 5 feet from the edge of pavement on Treadway Road.

To address this requirement, we will revise the location of the new water main to maintain the 5 foot separation and resubmit the plans.

Also we would request that we be allowed to open-cut the driveways as noted on the plans.

The driveways we are proposing to cut are serving either single residences or have multiple connections/access.

To alleviate inconvenience to the property owners at the proposed open-cut locations, we will add notes as follows to the general notes and the individual plan sheets.

Please review and revise these notes as you see fit.

Note:

- (1) THE CONTRACTOR SHALL DISTRIBUTE DOOR-HANGERS TO NOTIFY THE ADJACENT PROPERTY OWNERS OF THE PROPOSED UTILITY CONSTRUCTION.
- (2) THE CONTRACTOR SHALL CONTACT/COORDINATE WITH THE LAKE COUNTY INSPECTOR AND PROPERTY OWNERS PRIOR TO SAWCUTTING AND REMOVAL OF DRIVEWAYS FOR WATER MAIN CONSTRUCTION. THIS COORDINATION EFFORT SHALL INCLUDE LIMITING CONSTRUCTION ACTIVITIES WITHIN THE DRIVEWAY AREA TO NO MORE THAN 6 HOURS PER WORK DAY. THE CONTRACTOR SHALL UTILIZED ASPHALT MILLINGS AND/OR OTHER OWNER APPROVED TEMPORARY RESTORATION MATERIALS TO MAINTAIN DRIVEWAY ACCESS DURING NON-WORK HOURS.

When you have moment please give me a call 904-545-1376 to discuss.

Thank you,

Kenneth A. Fraser, PE

Senior Engineer



p. 904.744.5401 | x. 1520 | c. 904.545.1376

JONESEDMUNDS.COM

8657 Baypine Road, Suite 300, Jacksonville, FL 32256-8634



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CITY OF LEESBURG

TREADWAY WATER MAIN

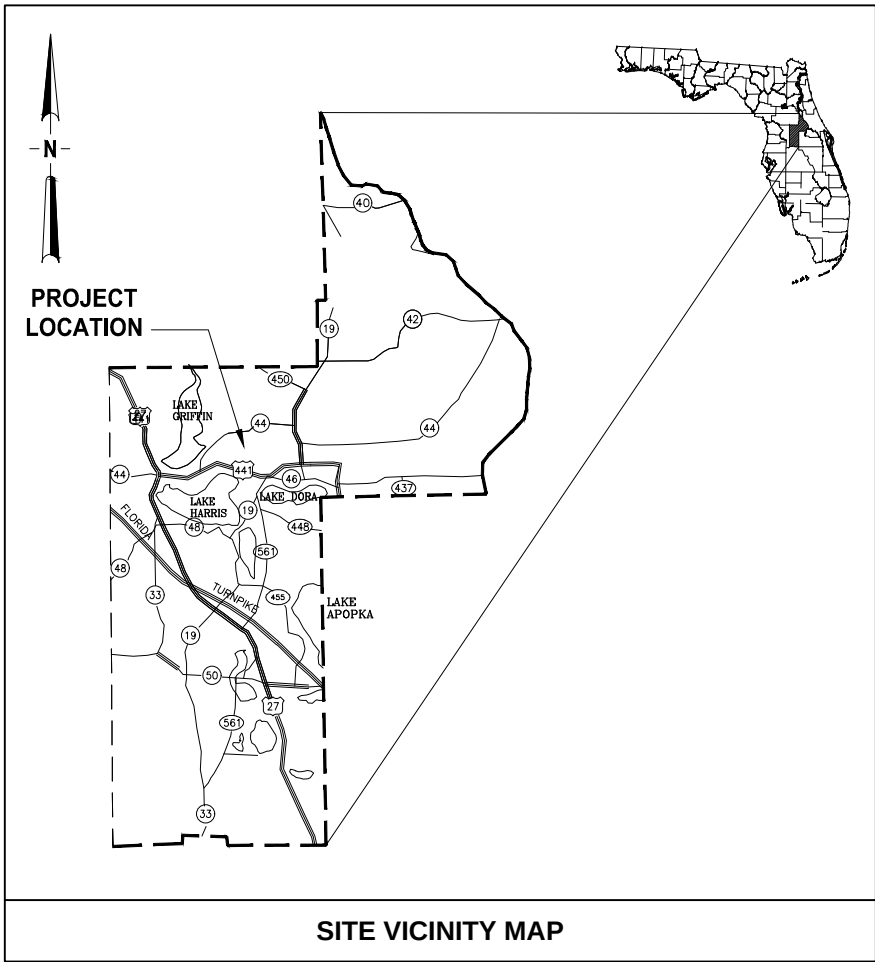
LEESBURG, FLORIDA



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED
BY KENNETH ACIE FRASER, P.E. ON DATE ADJACENT TO SEAL.

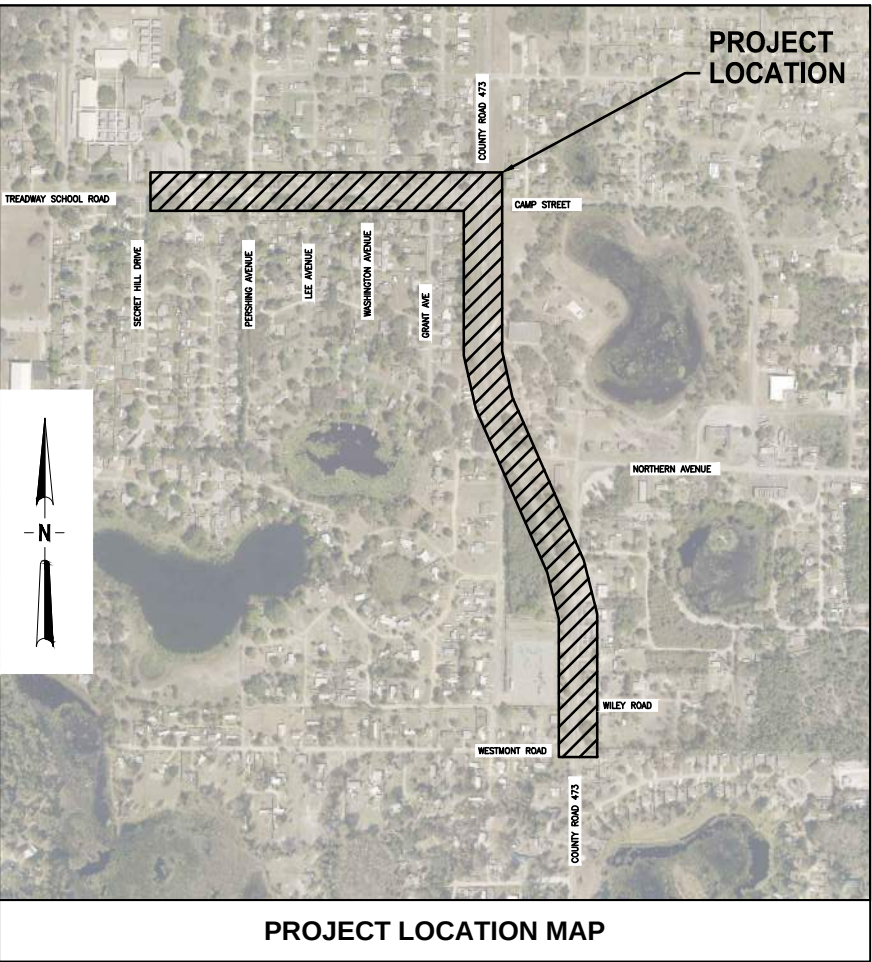
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THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JONES EDMUNDS
8657 BAYPINE ROAD, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION #1841
E.O.R.: KENNETH ACIE FRASER, P.E., No. 57452



PREPARED FOR:
CITY OF LEESBURG
PUBLIC WORKS DEPARTMENT
550 SOUTH 14TH STREET
LEESBURG, FLORIDA 34749

PREPARED BY:
JonesEdmunds
CERTIFICATE OF AUTHORIZATION #1841
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821



PROJECT NO: 07810-102-01

MARCH 2022

22x34

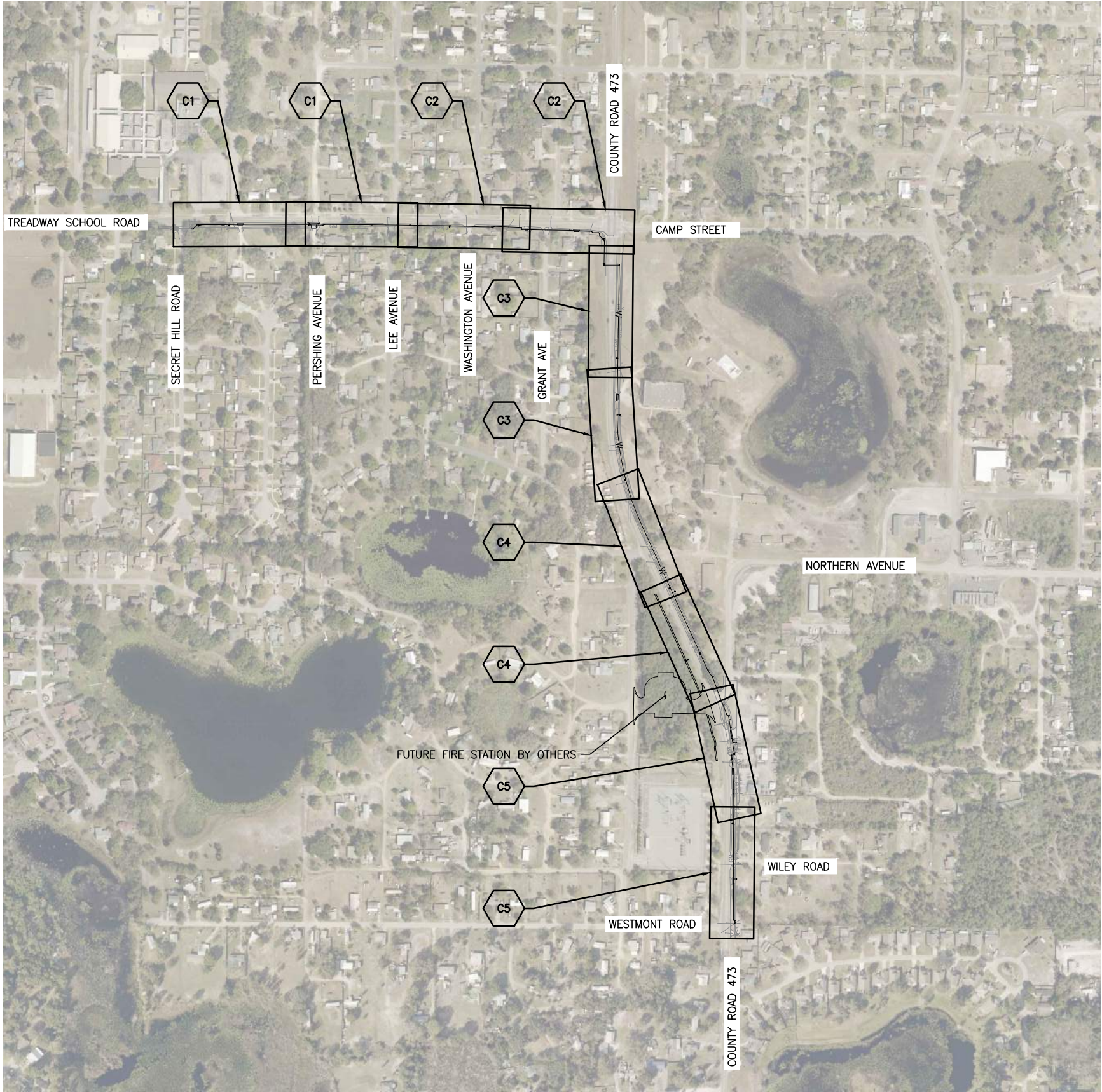
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DRAWING INDEX	
DWG NO.	TITLE
GENERAL	
G1	COVER
G2	DRAWING INDEX AND KEY MAP
G3	GENERAL NOTES
G4	CIVIL LEGEND
G5	SURVEY LEGEND AND NOTES
G6	PROJECT LAYOUT PLAN
CIVIL	
C1	WATER MAIN PLAN
C2	WATER MAIN PLAN
C3	WATER MAIN PLAN
C4	WATER MAIN PLAN
C5	WATER MAIN PLAN
C6	HORIZONTAL DIRECTIONAL DRILL PROFILES
C7	HORIZONTAL DIRECTIONAL DRILL PROFILES
C8	CIVIL AND UTILITY DETAILS
C9	CIVIL AND UTILITY DETAILS
C10	CIVIL AND UTILITY DETAILS
C11	CIVIL AND UTILITY DETAILS
EROSION CONTROL	
EC1	EROSION AND SEDIMENTATION CONTROL PLAN NOTES
EC2	EROSION AND SEDIMENTATION CONTROL PLAN DETAILS
EC3	EROSION AND SEDIMENTATION CONTROL PLAN DETAILS



LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER



730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

DRAWING INDEX AND KEY MAP

CERTIFICATE OF AUTHORIZATION # 1841
APPROVED BY
KENNETH A. FRASER
P.E. # 57452

PROJECT NO:	DATE:
07810-102-01	MAR 2022
INDEX NO:	DWG NO:
----	G2

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GENERAL NOTES

1. THE SITE IS LOCATED WITHIN LEESBURG, FLORIDA.

2. CONTRACTOR SHALL VERIFY THE ACCURACY OF THE PROVIDED SURVEY INFORMATION TO HIS/HER SATISFACTION. CONTRACTOR IS SOLELY RESPONSIBLE FOR PROPER VERTICAL AND HORIZONTAL ALIGNMENT OF CONSTRUCTED FACILITIES AND FINISHED GRADE. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR RESTORING PROPERTY CORNERS AND LANDSURVEYING MONUMENTS WHICH MAY BE DISTURBED BY CONSTRUCTION.

3. FIELD CONDITIONS MAY NECESSITATE SLIGHT ALIGNMENT AND GRADE DEVIATION, AS REQUIRED.

4. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR TO ANY DAMAGE TO UTILITIES, STRUCTURES, AND OTHER FEATURES CAUSED BY CONSTRUCTION ACTIVITIES.

5. CONTRACTOR SHALL COORDINATE CONSTRUCTION SCHEDULE WITH INDIVIDUAL UTILITY COMPANIES CONCERNING RELOCATION OF UTILITIES AND ANY ADDITIONAL RELOCATIONS RESULTING FROM CONFLICTS NOT DELINEATED ON THE DRAWINGS.

6. ALTHOUGH EXISTING UTILITIES WERE INVESTIGATED DURING DESIGN, THERE IS NO GUARANTEE THAT ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES WERE DISCOVERED AND SHOWN ON THE PLANS. CONTRACTOR SHALL FIELD LOCATE AND INCLUDE CONSIDERATION OF SUCH UTILITIES IN PLANNING AND PRIOR TO EXECUTION OF WORK.

7. ALTHOUGH MEASUREMENTS MAY BE SHOWN ON THE DRAWINGS, CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ALL MATERIAL QUANTITIES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

8. IT IS THE RESPONSIBILITY OF CONTRACTOR TO BE FAMILIAR WITH THE OSHA EXCAVATION SAFETY STANDARDS AND TO ABIDE BY THEM AS COVERED UNDER THE FLORIDA TRENCH SAFETY ACT (LAWS OF FLORIDA 90-96) EFFECTIVE OCTOBER 1, 2000.

9. CONTRACTOR SHALL HAND EXCAVATE WHEN CONSTRUCTION IS WITHIN 2 FEET OF EXISTING UTILITIES.

10. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

11. CONTRACTOR SHALL COMPLETELY SOD ALL DISTURBED AREAS, REPLACEMENT SOD SHALL MATCH EXISTING. ALL SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED.

12. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.

13. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY REPRESENTATIVE AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO STAKE OUT AND COMMENCING EXCAVATION NEAR THE UTILITY. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES IN THE PATH OF CONSTRUCTION. THIS LOCATION SHALL BE MADE FOURTEEN (14) DAYS IN ADVANCE OF CONSTRUCTION SO ANY CONFLICTS IN CONSTRUCTION MAY BE RESOLVED.

14. THE CONTRACTOR IS RESPONSIBLE FOR BRACING, SHORING, OR PROVIDING OTHER MEANS NECESSARY TO PROTECT AND SUPPORT EXISTING STRUCTURES/UTILITIES EXPOSED OR UNEXPOSED AND SOIL SLOPES/EMBANKMENTS DURING CONSTRUCTION.

15. THE CONTRACTOR SHALL MAINTAIN VEHICLE ACCESS TO ALL PARKING AREAS, DURING THE ENTIRE CONSTRUCTION PERIOD.

16. ALL EXISTING UTILITY SYSTEMS AND SERVICES SHALL BE MAINTAINED DURING THE ENTIRE CONSTRUCTION PERIOD. IF AN OUTAGE IS REQUIRED, THE CONTRACTOR IS TO COORDINATE OUTAGE WITH THE OWNER AND APPROPRIATE UTILITY REPRESENTATIVE. DAMAGED SEWER, WATER, GAS OR OTHER UTILITIES SHALL BE REPAIRED AT ONCE BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER. ALL EXISTING SIGNS, SIDEWALKS, DRIVEWAYS, GRASSED AREAS, LANDSCAPING AND OTHER EXISTING OBJECTS ALTERED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNER.

17. CONTRACTOR TO KEEP A COPY OF THE LATEST VERSION OF FDOT DESIGN STANDARDS (DETAIL INDEXES) AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION ON-SITE DURING THE ENTIRE COURSE OF CONSTRUCTION. REFER TO THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS FOR CONSTRUCTION DETAILS AS A SUPPLEMENT TO THE INFORMATION AND DETAILS PROVIDED IN THESE CONSTRUCTION DRAWINGS.

18. SURVEY PROVIDED BY:

SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 ALL AMERICAN BOULEVARD
ORLANDO, FLORIDA 32810-4350
(407)-292-8580 CERT. NO. LB2108
E-MAIL: INFO@SOUTHEASTERNSURVEYING.COM

19. VERTICAL DATUM IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

20. HORIZONTAL DATUM IS BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83), 1999 ADJUSTMENT, STATE PLAN COORDINATE SYSTEM, FLORIDA EAST ZONE.

21. CONTRACTOR SHALL OBTAIN AND RETAIN ON THE WORK SITE, COPIES OF ALL PERMITS REQUIRED FOR CONSTRUCTION.

22. CONTRACTOR SHALL PROVIDE CONTINUOUS POSITIVE OUTFALL FOR STORMWATER FLOW EITHER THROUGH OR AROUND THE WORK DURING CONSTRUCTION. TEMPORARY ROUTING SHALL BE CAPABLE OF TRANSMITTING AT LEAST THE CAPACITY OF EXISTING UTILITIES.

23. CONTRACTOR SHALL PROVIDE EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN.

24. CONTRACTOR SHALL WATER ALL PLANT MATERIAL AND SOD AT THE TIME OF PLANTING AND AS NECESSARY UNTIL MATERIAL IS ESTABLISHED.

25. THE CONTRACTOR SHALL NOTIFY LAKE COUNTY OR CITY OF LEESBURG 24 HOURS IN ADVANCE OF CONSTRUCTION WITHIN THEIR RESPECTIVE RIGHT-OF-WAY OR DRAINAGE EASEMENT.

26. EXISTING MAIL BOXES SHALL BE REMOVED AND PROTECTED DURING WATER MAIN CONSTRUCTION. UPON COMPLETION OF CONSTRUCTION REMOVED MAIL BOXES SHALL BE REPLACED IN EXISTING LOCATIONS. THE CONTRACTOR IS RESPONSIBLE TO PROTECT MAIL BOXES DURING CONSTRUCTION.

27. PRIOR TO FLUSHING OF THE NEW WATER MAIN, THE LINE SHALL BE SWABBED/PIGGED. THE CONTRACTOR SHALL COORDINATE WITH THE CITY FOR THIS WORK. THE CITY SHALL PROVIDE THE PIPE SWABS/PIGS TO BE UTILIZED IN THIS WORK. COST FOR LABOR, MATERIALS AND EQUIPMENT REQUIRED TO PERFORM THE PIPE SWABBING SHALL BE INCLUDED IN THE WATER MAIN LINE ITEM.

28. NEW WATER SERVICE LINES (LONG SIDE) BENEATH EXISTING ROAD SHALL BE DRILLED. NO OPEN CUTS WILL BE ALLOWED ON ROAD FOR LONG SIDE WATER SERVICES.

29. PROPOSED PIPE DIAMETERS ARE BASED ON DUCTILE IRON PIPE SIZE (DIPS).

30. THE MINIMUM COVER ON THE NEW WATER MAIN WILL BE 36-INCHES UNLESS OTHERWISE NOTED.

31. THE CONTRACTOR SHALL DISTRIBUTE DOOR-HANGERS TO NOTIFY THE ADJACENT PROPERTY OWNERS OF THE PROPOSED UTILITY CONSTRUCTION.

32. THE CONTRACTOR SHALL CONTACT/COORDINATE WITH THE LAKE COUNTY INSPECTOR AND PROPERTY OWNERS PRIOR TO SAWCUTING AND REMOVAL OF DRIVEWAYS FOR WATER MAIN CONSTRUCTION. THIS COORDINATION EFFORT SHALL INCLUDE LIMITING CONSTRUCTION ACITVITES WITHIN THE DRIVEWAY AREA TO NO MORE THAN 6 HOURS PER WORK DAY. THE CONTRACTOR SHALL UTILIZED ASPHALT MILLINGS AND/OR OTHER OWNER APPROVED TEMPORARY RESTORATION MATERIALS TO MAINTAIN DRIVEWAY ACCESS DURING NON-WORK HOURS.

LTR.

DATE

REVISIONS

BY

APPRD.

DESIGNED

M. HOFFMAN

DRAWN

M. HOFFMAN

CHECKED

K. FRASER

JonesEdmunds

730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

GENERAL NOTES

CERTIFICATE OF AUTHORIZATION # 1841

APPROVED BY

KENNETH A. FRASER

P.E. # 57452

PROJECT NO:

07810-102-01

INDEX NO:

DATE:

MAR 2022

DWG NO:

G3

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 8/6/2021 11:14 AM MHOFFMAN

PLOTTED: 3/16/2022 10:59 AM KENNETH A. FRASER, PE

LEGEND

	RIGHT-OF-WAY BOUNDARY		BACTERIOLOGICAL SAMPLE POINT
	LOT LINES		ELBOW UP
	PROPERTY LINES		ELBOW DOWN
	MATCHLINE		ELBOW, 90 DEGREE
	PROPOSED EASEMENT		ELBOW, 45 DEGREE
	TEMPORARY CONSTRUCTION EASEMENT		ELBOW, 22.5 DEGREE
	WATER MAIN		ELBOW, 11.25 DEGREE
	HORIZONTAL DIRECTIONAL DRILL		TEE
	LIMITS OF FULL DEPTH CONSTRUCTION		TEE UP
	DRAWING DESIGNATION		TEE DOWN
			VALVE
			FIRE HYDRANT

ABBREVIATIONS

ABBREV	ABBREVIATION	MFR	MANUFACTURER
AIP	ABANDONED IN PLACE	MH	MANHOLE
ALUM	ALUMINUM	MIN	MINIMUM
APP	APPROVE, APPROVED	MISC	MISCELLANEOUS
APPROX	APPROXIMATE	N	NORTHING, NORTH
BE	BWIND ELECTRIC	N/A	NOT APPLICABLE
BLD	BLIND	NE	NORTHEAST
BLDG	BUILDING	NFPA	NATIONAL FIRE
BM	BENCH MARK		PREVENTION ASSOCIATION
BT	BURIED TELEPHONE	NIC	NOT IN CONTRACT
BTM	BOTTOM	NO	NUMBER
CI	CAST IRON	NOM	NOMINAL
CFM	CUBIC FEET PER MINUTE	NTE	NOT TO EXCEED
CFR	CODE OF FEDERAL REGULATIONS	NTS	NOT TO SCALE
CFS	CUBIC FEET PER SECOND	NW	NORTHWEST
CHD	CHORD	NWL	NORMAL WATER LEVEL
CLR	CLEARANCE	#	NUMBER DESIGNATION
CNG	COMPRESSED NATURAL GAS	OC	ON CENTER
CNTRL	CONTROL	OD	OUTSIDE DIAMETER
COM	COMMUNICATION, TELEPHONE/DATA	OHE	OVERHEAD ELECTRIC
CONC	CONCRETE	OHL	OVERHEAD LINE
CONT	CONTINUOUS	OPP	OPPOSITE
C/M	CONSTRUCTION MONUMENT	OSHA	OCCUPATIONAL SAFETY AND
CTRD	CENTERED		HEALTH ADMINISTRATION
DI	DUCTILE IRON	PC	POINT OF CURVATURE
DIA	DIAMETER	PE	PLAIN END
DWG	DRAWING	PI	POINT OF INTERSECTION
E	EASTING, EAST	PIV	POINT OF VERTICAL INTERSECTION
EA	EA	POJ	PUSH ON JOINT
ELEC	ELECTRICAL	PRV	PRESSURE REDUCING VALVE
EL, ELEV	ELEVATION	PSI	POUNDS PER SQUARE INCH
EQ	EQUAL	PT	POINT OF TANGENCY
EW	EACH WAY	PVC	POLYVINYL CHLORIDE
EXIST, EX	EXISTING	R	RADIUS
EXP	EXPOSED	REF	REFERENCE (INFORMATION OBTAINED
*F	DEGREES FAHRENHEIT		FROM DRAWINGS BY OTHERS)
FBV	FLORIDA BEARING VALUE	REQ	REQUIRED
FDEP	FLORIDA DEPARTMENT OF	R/W	RIGHT OF WAY
	ENVIRONMENTAL PROTECTION	S	SLOPE
FDOT	FLORIDA DEPARTMENT OF	SAN	SANITARY SEWER
	TRANSPORTATION	SCH	SCHEDULE
FH	FIRE HYDRANT	SDR	STANDARD DIMENSION RATIO
FIG	FIGURE	SE	SQUARE FEET
FIN	FINISHED	SF	SOUTHEAST
FJ	FLANGED JOINT	SHT	SHEET
FLEX	FLEXIBLE	SIM	SIMILAR
FLG	FLANGE	SP	SUPER PAVE
FM	FORCE MAIN	SPEC	SPECIFICATIONS, SPECIFIED
FT	FOOT	SPI	STANDARD PLANS INDEX
GAL	GALLON	SQ	SQUARE
GM	GAS MAIN	SST	STAINLESS STEEL
GR	GRADE	STA	STATION
GV	GATE VALVE	STD	STANDARD
H	HIGH	STL	STEEL
HDD	HORIZONTAL DIRECTIONAL DRILL	STM	STORM
HDPE	HIGH DENSITY POLYETHYLENE	S/W	SIDEWALK
HORIZ	HORIZONTAL	SW	SOUTHWEST
HT	HEIGHT	TAN	TANGENT
HW	HIGH WATER LEVEL	TBM	TEMPORARY BENCH MARK
IE	INVERT ELEVATION	TEMP	TEMPORARY
IN	INCH	THK	THICK
INV	INVERT	TC	TOP OF CURB
L	LENGTH	TO	TOP OF
LBR	LIMEROCK BEARING RATIO	TOB	TOP OF BERM
LB	POUNDS	TOS	TOE OF SLOPE
LF	LINEAR FEET	TOW	TOP OF WALL
MAX	MAXIMUM	TYP	TYPICAL
		UL	UNDERWRITER'S LABORATORIES
		UGE	UNDERGROUND ELECTRIC
		VERT	VERTICAL
		W	WEST
		WGT	WEIGHT
		WM	WATER MAIN

DETAIL DESIGNATION

DRAWING NUMBER
DETAIL APPEARS ON
OR IS CUT ON

SPECIFIC TO THIS PROJECT
DETAIL DESIGNATION

DIRECTION OF SECTION

SECTION DESIGNATION

DRAWING NUMBER
SECTION APPEARS ON

SECTION DESIGNATION

INDICATES ONE OR
MORE SECTIONS CUT
AND SHOWN ON THE
SAME DETAIL

SECTION DESIGNATION

					DESIGNED	M. HOFFMAN		CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT	CIVIL LEGEND	CERTIFICATE OF AUTHORIZATION # 1841		PROJECT NO:	DATE:
					DRAWN	M. HOFFMAN				APPROVED BY		07810-102-01	MAR 2022
					CHECKED	K. FRASER				KENNETH A. FRASER		INDEX NO:	DWG NO:
LTR.	DATE	REVISIONS	BY	APPRD.						P.E. # 57452		----	G4

BID DOCUMENTS

Y:\07810-LEESBURG\PROJECTS\102-01-TREADWAY-WATERMAIN-PROJECT\CAD\DWGS\GENERAL\07810-102-01_G5.DWG

SAVED: 8/11/2021 1:57 PM MHOFFMAN

PLOTTED: 3/16/2022 11:00 AM KENNETH A. FRASER, PE

DESCRIPTION:

A PORTION OF SECTION 11, 13 & 14, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LYING IN LAKE COUNTY, FLORIDA.

SURVEYOR'S REPORT:

1. UTILITY LOCATIONS SHOWN HEREON ARE BASED ON FIELD LOCATIONS OF MARKINGS BY SOUTHEASTERN SURVEYING & MAPPING CORP. FIELD MARKINGS ARE BASED ON SIGNALS RECEIVED FROM GROUND PENETRATING RADAR (GPR) AND ELECTRONIC EQUIPMENT. LOCATIONS ARE APPROXIMATE AND TEST HOLES SHOULD BE PERFORMED FOR VERIFICATION.
2. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
3. MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
5. UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
6. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND FLORIDA STATUTE 472.025.
7. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. VERTICAL INFORMATION SHOWN HEREON REFERS TO LAKE COUNTY COUNTY CONTROL POINT "LK 47", AND HAS A PUBLISHED ELEVATION OF 77.58 FEET NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
10. HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN ON THE MAP ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAD83), 1999 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. CONTROL POINT(S) USED FOR THIS SURVEY ARE NATIONAL GEODETIC SURVEY (NGS) POINTS "ROOF", PID NUMBER AA1809. DISTANCES SHOWN ARE GRID DISTANCES.
11. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
12. IMPROVEMENTS AND TOPOGRAPHIC FEATURES SHOWN HEREON ARE LIMITED TO AREAS PER SPECIFIC INSTRUCTIONS OF THE CLIENT.
13. RIGHT OF WAY INFORMATION SHOWN HEREON WAS DETERMINED BY FOUND MONUMENTATION, RECORDED PLATS, RECORDED RIGHT OF WAY MAPS, AND INFORMATION OBTAINED ON THE LAKE COUNTY PROPERTY APPRAISERS WEB SITE. NO RIGHT OF WAY DOCUMENTATION WAS PROVIDED BY CLIENT.

NOTICE OF LIABILITY:

THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

LEGEND & ABBREVIATIONS:

	= BURIED ELECTRIC PEDESTAL		= WIRE FENCE
	= BURIED TELEPHONE PEDESTAL		= CHAINLINK FENCE
	= CONCRETE MONUMENT		= WOOD FENCE
	= COMBINATION UTILITY POLE		= VINYL FENCE
	= ELECTRIC FIXTURE		= BURIED ELECTRIC LINE
	= DOWN GUY		= BURIED FIBER OPTIC LINE
	= IRON ROD		= BURIED TELEPHONE LINE
	= NAIL W/DISC		= GAS MAIN
	= IRON PIPE		= OVERHEAD UTILITY LINE
	= UTILITY POLE		= WATER LINE
	= POST/BOLLARD		= SANITARY SEWER
	= NON-TRAFFIC SIGN		= UNKNOWN UTILITY LINE
	= TRAFFIC SIGN		= REINFORCED CONCRETE PIPE
	= UTILITY MARKER		= EDGE OF PAVEMENT
	= WATER METER		= EDGE OF CONCRETE
	= WATER VALVE		= END OF INFORMATION
	= MAIL BOX		= NORTH AMERICAN DATUM
	= ELECTRIC SERVICE METER		= NORTH AMERICAN VERTICAL DATUM
	= BURIED CABLE TV PEDESTAL		= SOUTHEASTERN SURVEYING & MAPPING CORPORATION
	= MITERED END SECTION		

SIZE SHOWN IS TRUNK DIAMETER IN INCHES MEASURED AT CHEST HEIGHT

	= TREE
	= OAK
	= CITRUS
	= MAPLE
	= ORANGE
	= HOLLY
	= PODOCARPUS
	= SPRUCE

TEST HOLE DATA TABLE

TEST HOLE	STATION	OFFSET	ING ELEV	TOP PIPE ELEV	PIPE DESCRIPTION
1	0+48	7.3' L	75.1	72.1	4-1/2" COATED STEEL GM
2	13+72	7.8' R	82.1	78.8	4-1/2" COATED STEEL GM
3	19+24	37.0' L	76.4	73.4	2-1/2" COATED STEEL GM
4	36+08	9.9' R	75.2	72.4	2-1/2" COATED STEEL GM
5	38+23	2.5' L	75.9	72.0	4" METAL GM

TEST HOLE DATA IS FROM SUBSURFACE UTILITY ENGINEERING TEST HOLE REPORTS PROVIDED BY SOUTHEASTERN SURVEYING, DATED 3/29/2021.

LTR.	DATE	REVISIONS	BY	APPRD.	CHECKED

DESIGNED	
DRAWN	
CHECKED	



730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

SURVEY LEGEND AND NOTES

PROJECT NO: 07810-102-01	DATE: MAR 2022
INDEX NO: ----	DWG NO: G5

BID DOCUMENTS

SAVED: 8/11/2021 3:27 PM MHOFFMAN Y:\07810-LEESBURG\PROJECTS\102-01-TREADWAY-WATERMAIN-PROJECT\CAD\DWGS\GENERAL\07810-102-01_G6.DWG

PLOTTED: 3/16/2022 11:00 AM KENNETH A. FRASER, PE



LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER



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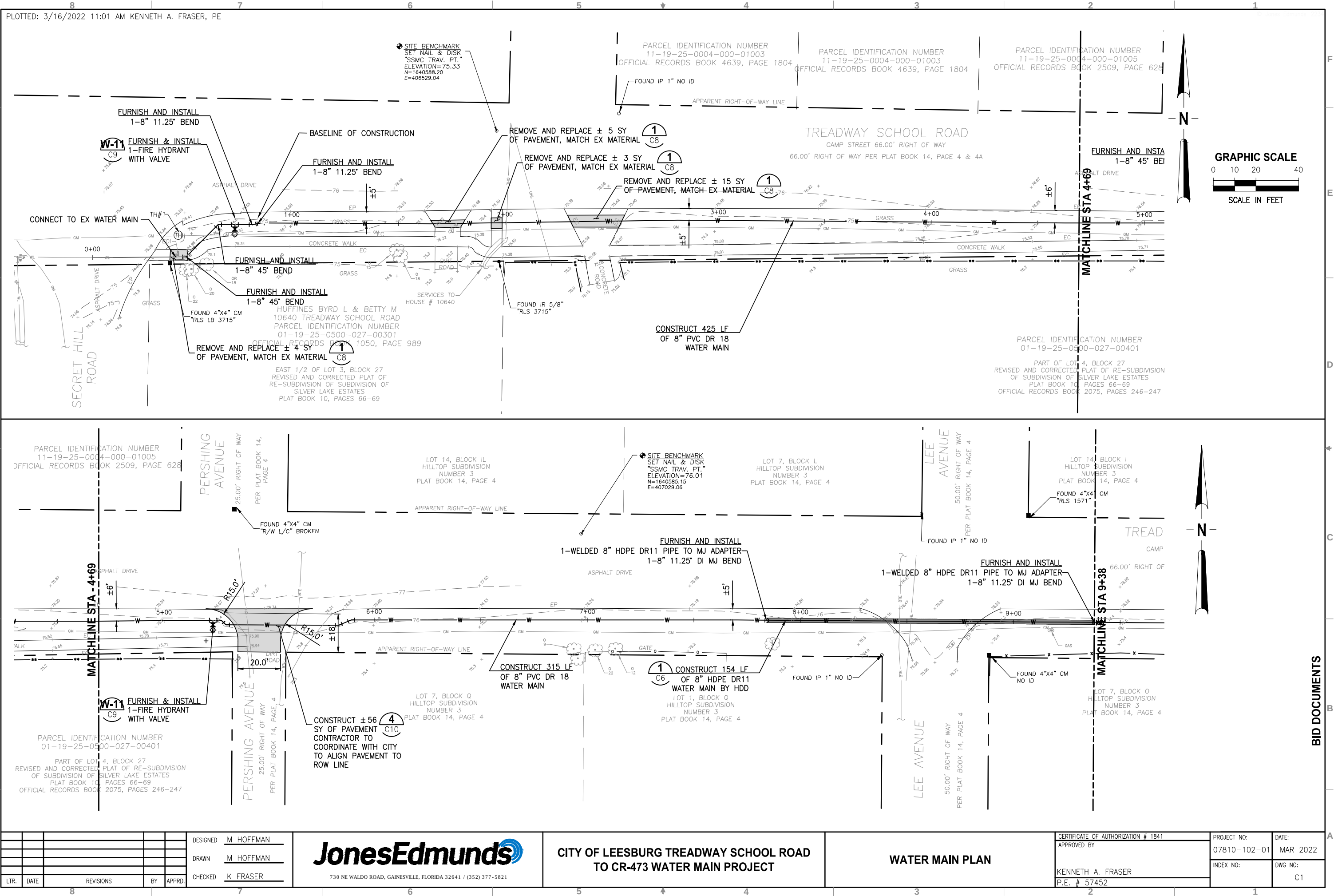
CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

PROJECT LAYOUT PLAN

CERTIFICATE OF AUTHORIZATION # 1841
APPROVED BY
KENNETH A. FRASER
P.E. # 57452

PROJECT NO:	DATE:
07810-102-01	MAR 2022
INDEX NO:	DWG NO:
----	G6

SAVED: 3/11/2022 1:42 PM KFRASER Y:\07810-LEESBURG\PROJECTS\102-01-TREADWAY-WATERMAIN-PROJECT\CAD\DWGS\CIVIL\07810-102-01-C1-C5_PLAN-PLAN.DWG



LTR.	DATE	REVISIONS	BY	APPRD.	CHECKED

DESIGNED
M. HOFFMAN

DRAWN
M. HOFFMAN

CHECKED
K. FRASER

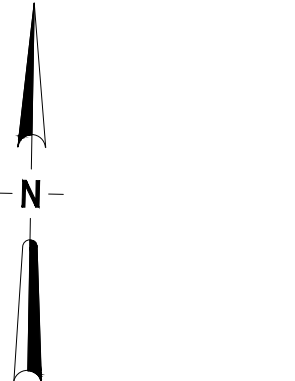
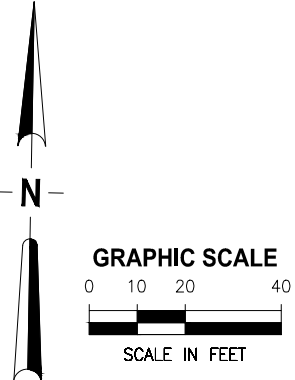
JonesEdmunds

730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

WATER MAIN PLAN

CERTIFICATE OF AUTHORIZATION # 1841	PROJECT NO: 07810-102-01	DATE: MAR 2022
APPROVED BY KENNETH A. FRASER P.E. # 57452	INDEX NO:	DWG NO: C1



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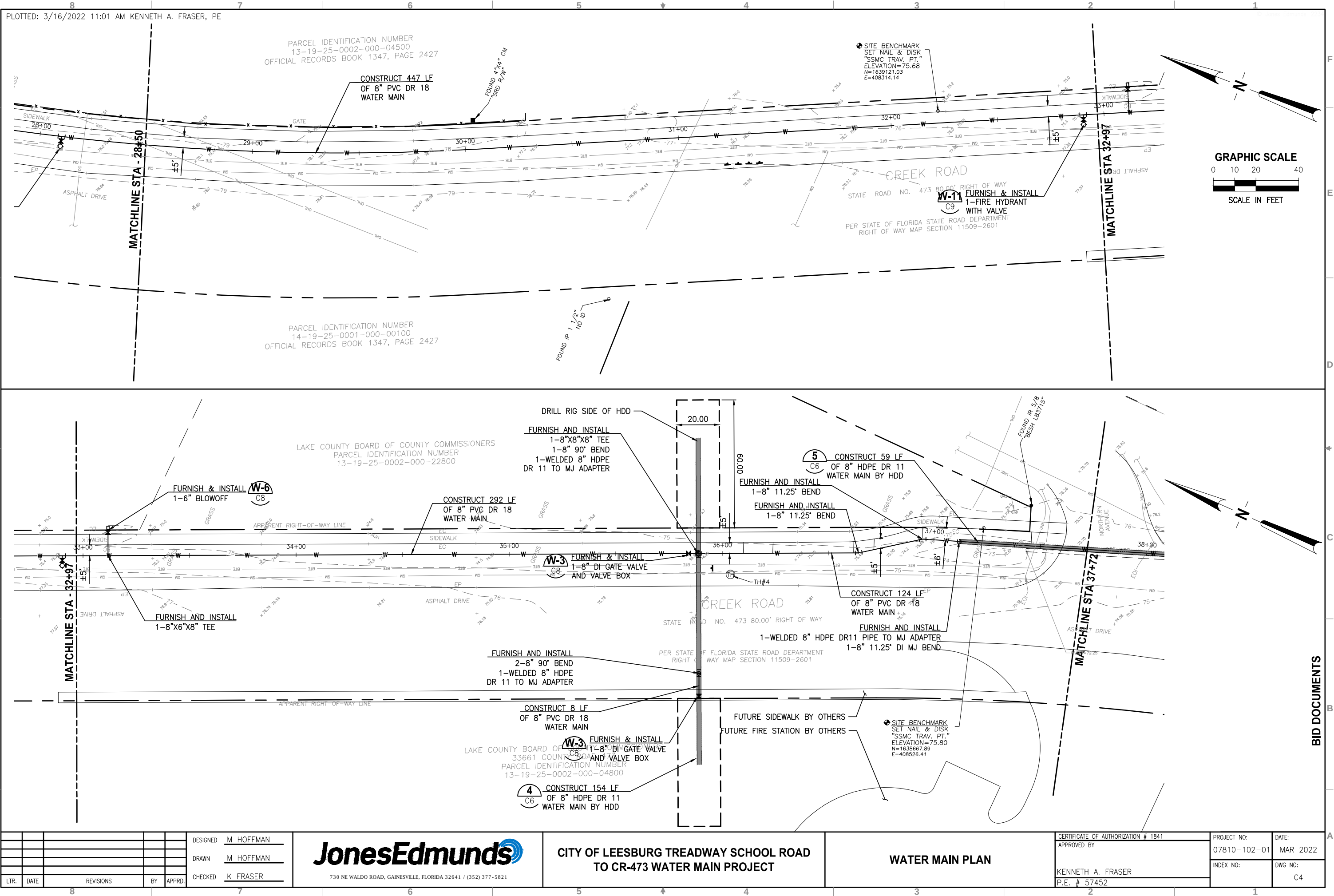
WATER MAIN PLAN

CERTIFICATE OF AUTHORIZATION # 1841	PROJECT NO:	DATE:
APPROVED BY	07810-102-01	MAR 2022
KENNETH A. FRASER	INDEX NO:	DWG NO:
P.E. # 57452		C2



					DESIGNED	M. HOFFMAN	 JonesEdmunds 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821	CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT	WATER MAIN PLAN	CERTIFICATE OF AUTHORIZATION # 1841	PROJECT NO:	DATE:
					DRAWN	M. HOFFMAN				APPROVED BY	07810-102-01	MAR 2022
					CHECKED	K. FRASER				KENNETH A. FRASER	INDEX NO:	DWG NO:
LTR.	DATE	REVISIONS	BY	APPRD.						P.E. # 57452		C3

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LTR.	DATE	REVISIONS	BY	APPRD.	CHECKED

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER



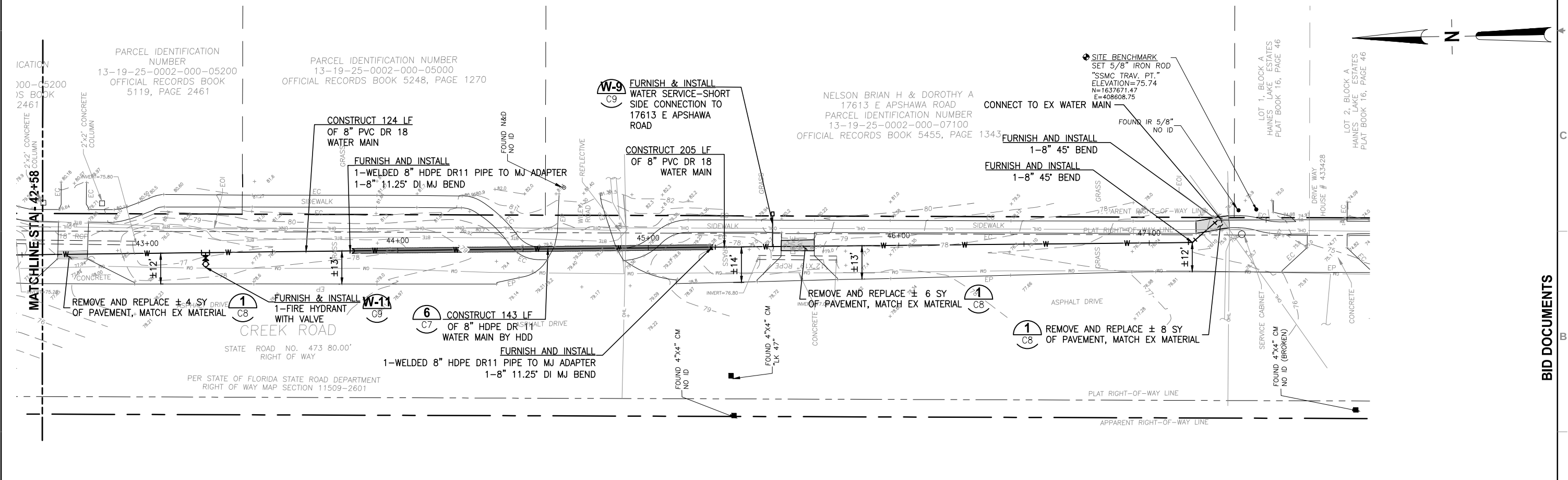
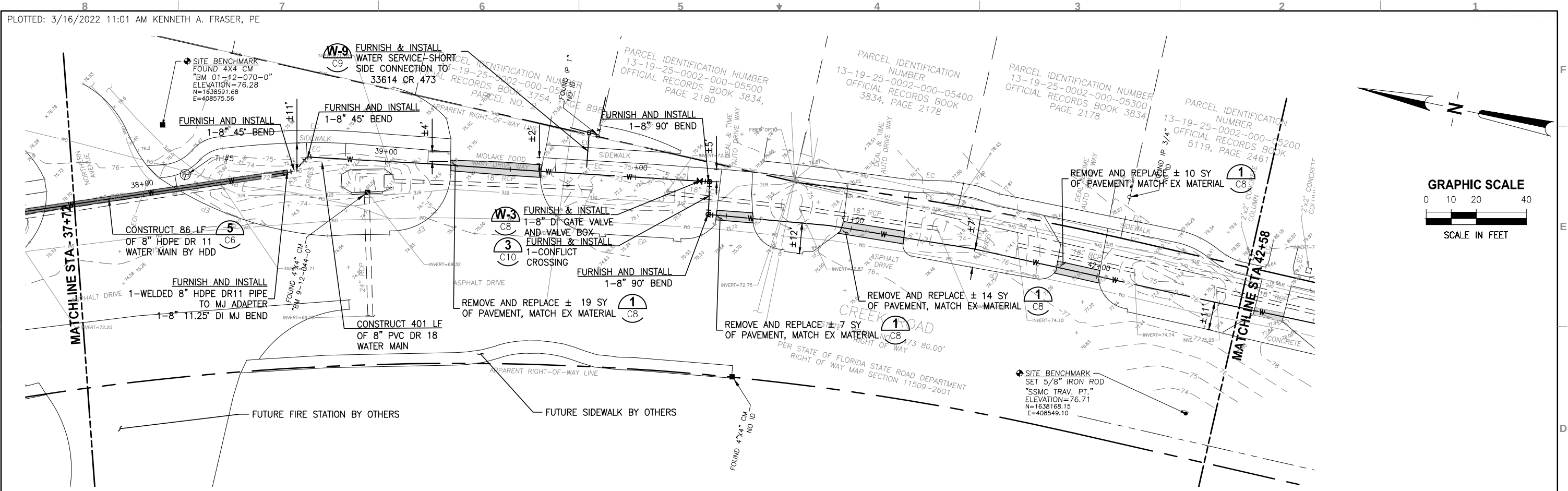
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

WATER MAIN PLAN

CERTIFICATE OF AUTHORIZATION # 1841 APPROVED BY KENNETH A. FRASER P.E. # 57452	PROJECT NO: 07810-102-01 INDEX NO:	DATE: MAR 2022 DWG NO: C4
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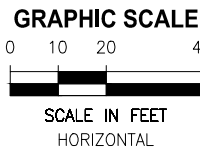
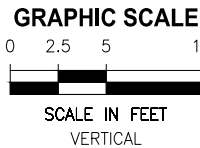
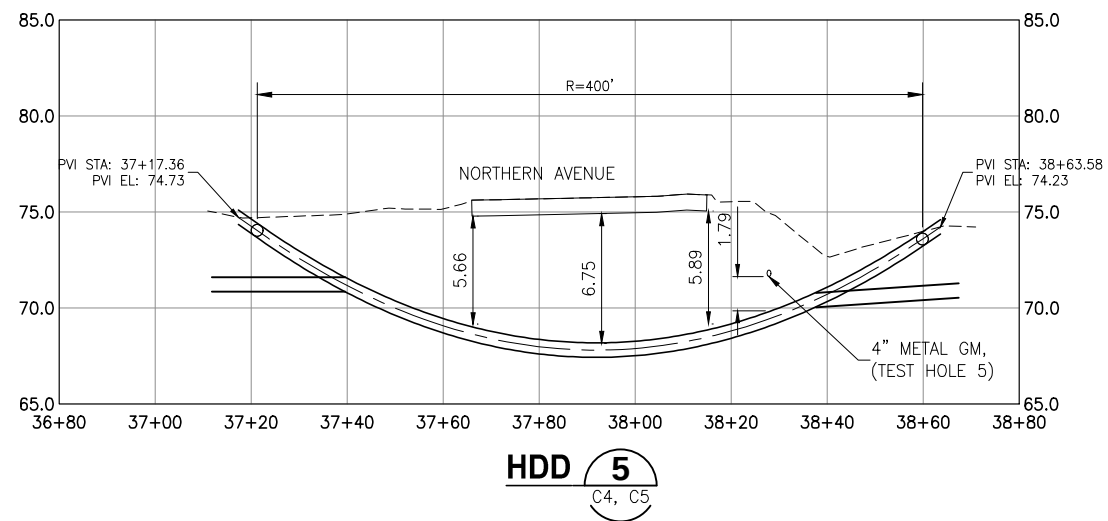
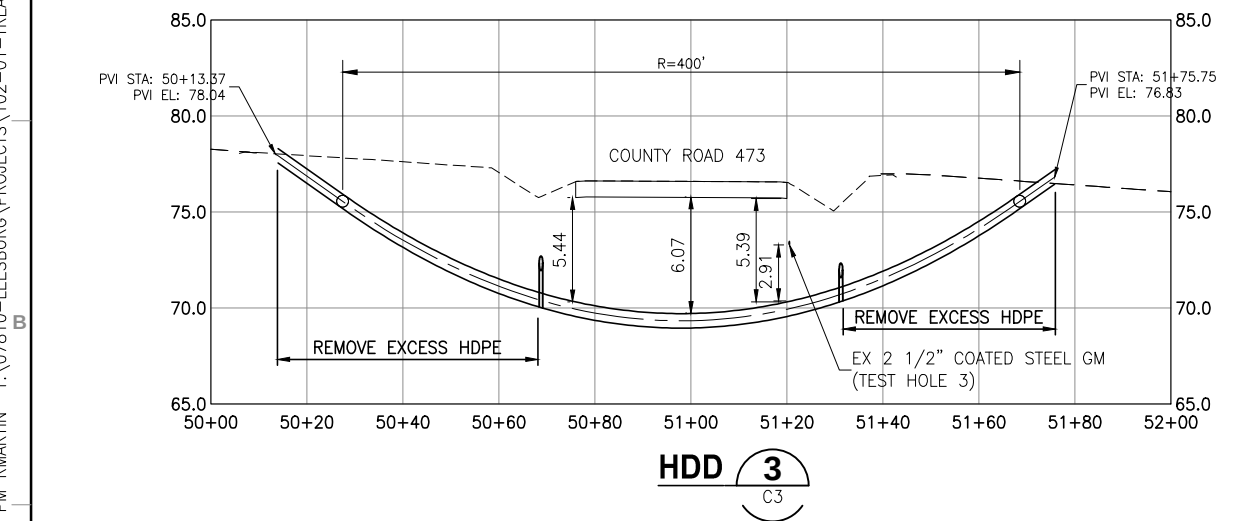
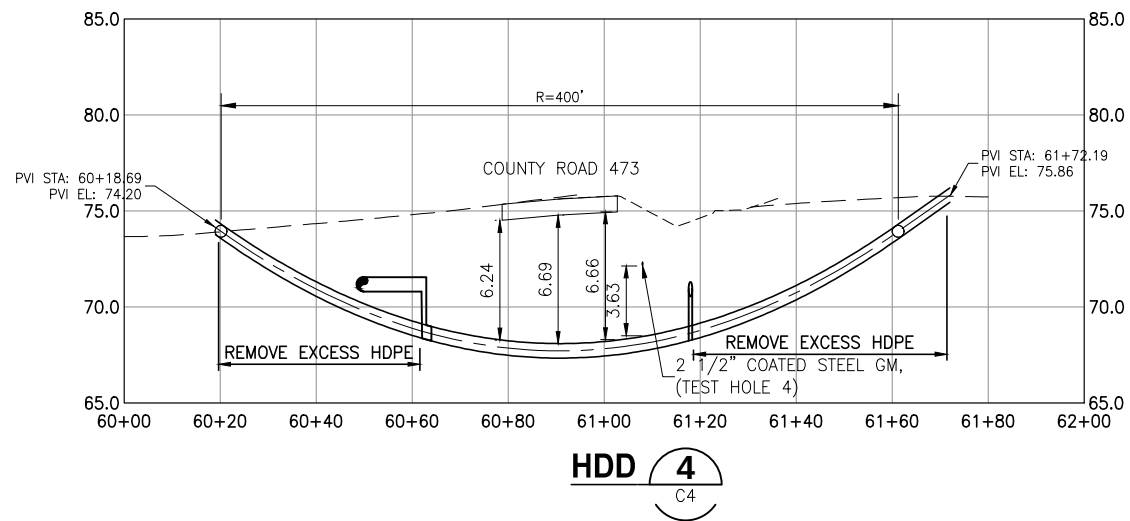
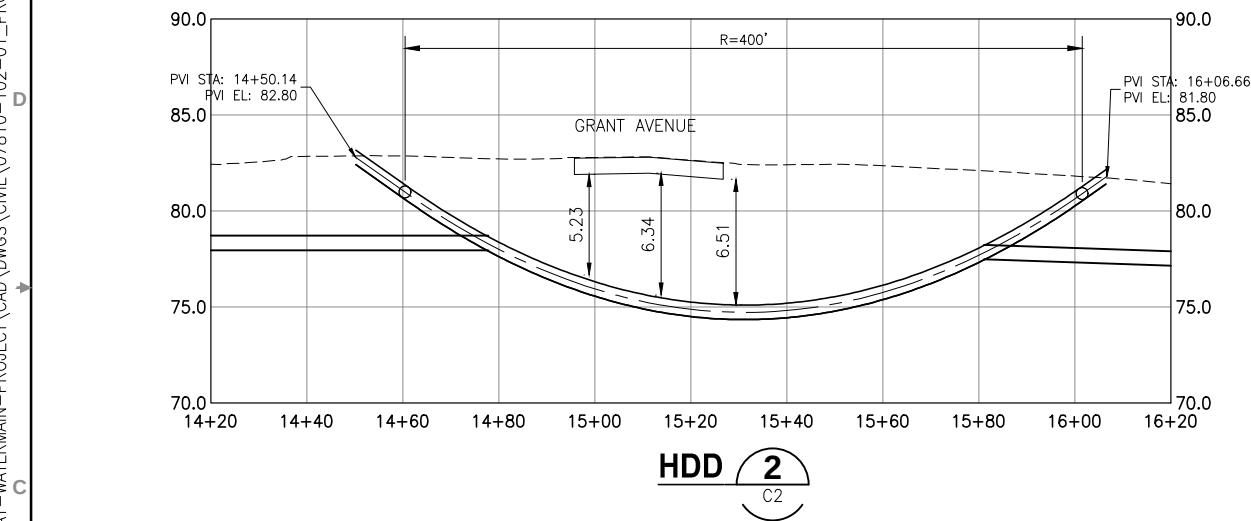
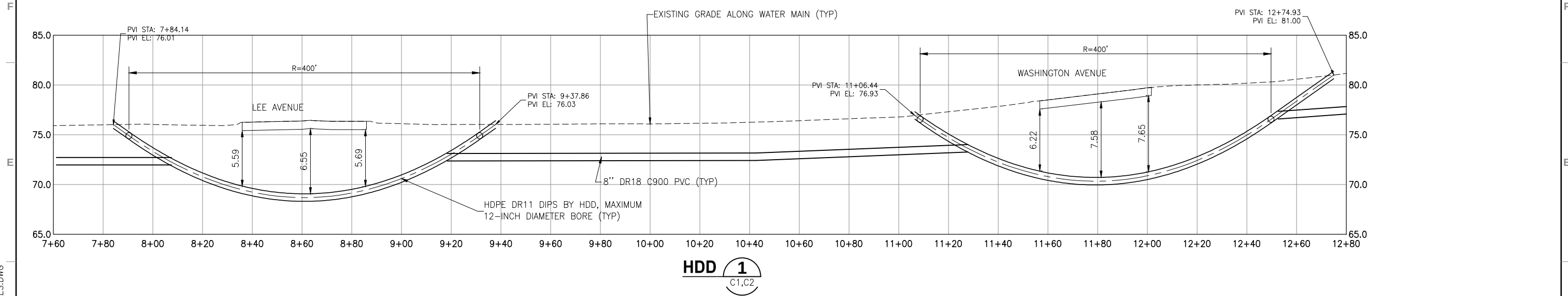
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DESIGNED M. HOFFMAN				CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT				WATER MAIN PLAN				CERTIFICATE OF AUTHORIZATION # 1841		PROJECT NO: 07810-102-01		DATE: MAR 2022	
DRAWN M. HOFFMAN				730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821								APPROVED BY		INDEX NO:		DWG NO: C5	
CHECKED K. FRASER												KENNETH A. FRASER					
LTR. DATE REVISIONS BY APPRD.												P.E. # 57452					

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3/10/2022 1:45 PM RMARTIN

8 7 6 5 4 3 2 1
PLOTTED: 3/16/2022 11:02 AM KENNETH A. FRASER, PE



LTR.	DATE	REVISIONS	BY	APPRD.	

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER

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CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

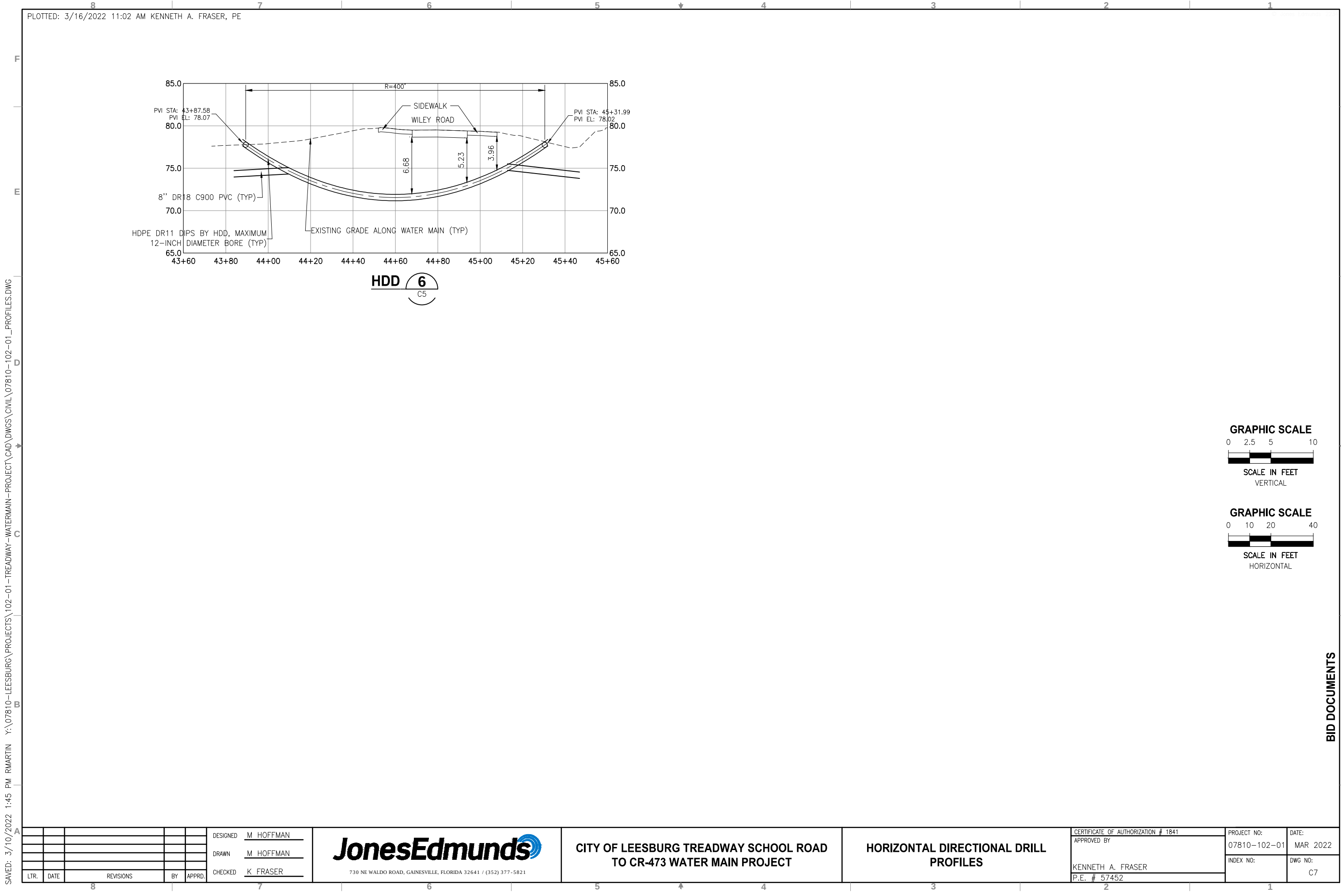
HORIZONTAL DIRECTIONAL DRILL
PROFILES

CERTIFICATE OF AUTHORIZATION # 1841
APPROVED BY
KENNETH A. FRASER
P.E. # 57452

PROJECT NO:	DATE:
07810-102-01	MAR 2022
INDEX NO:	DWG NO:
	C6

BID DOCUMENTS

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LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER



730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

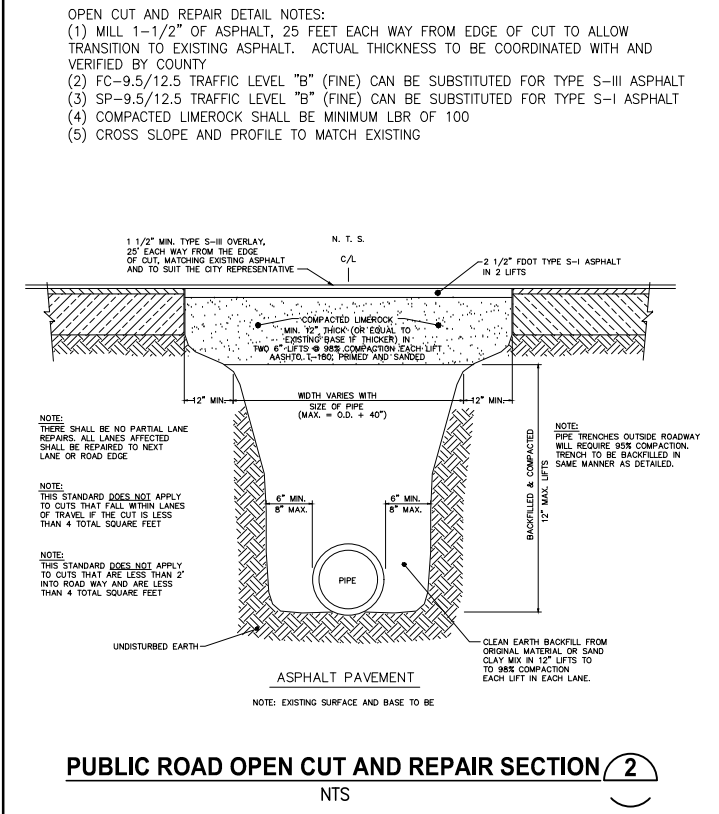
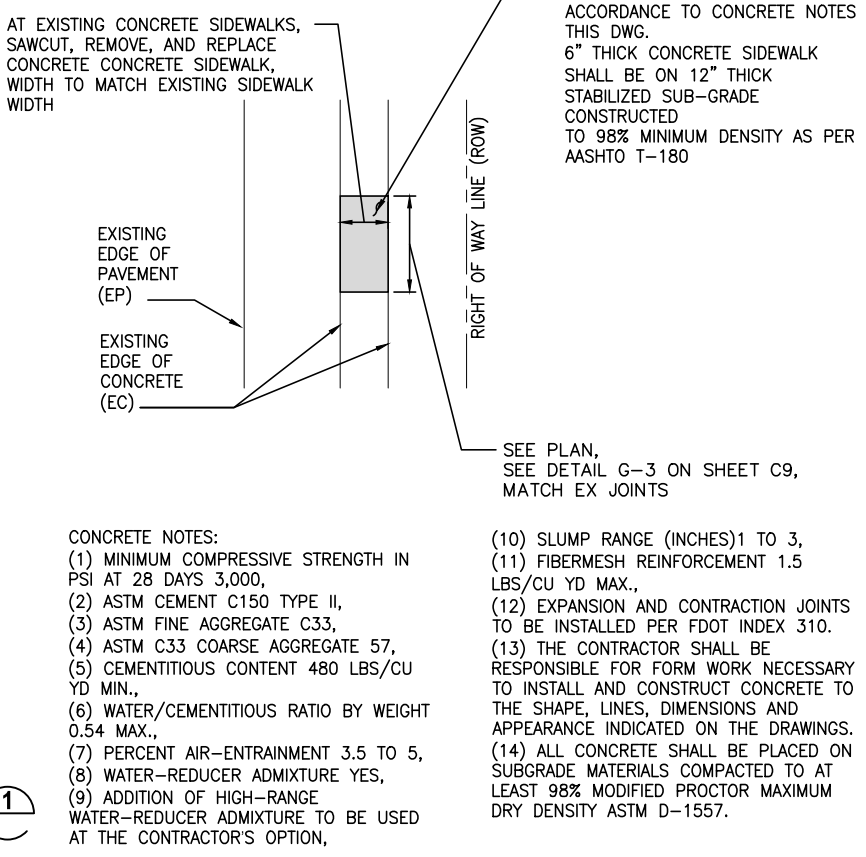
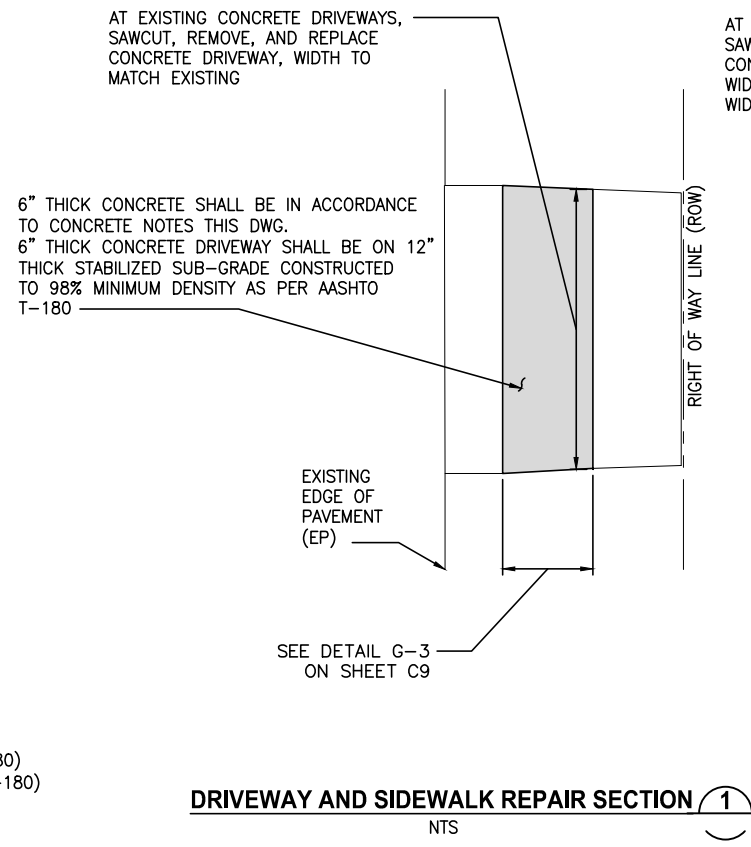
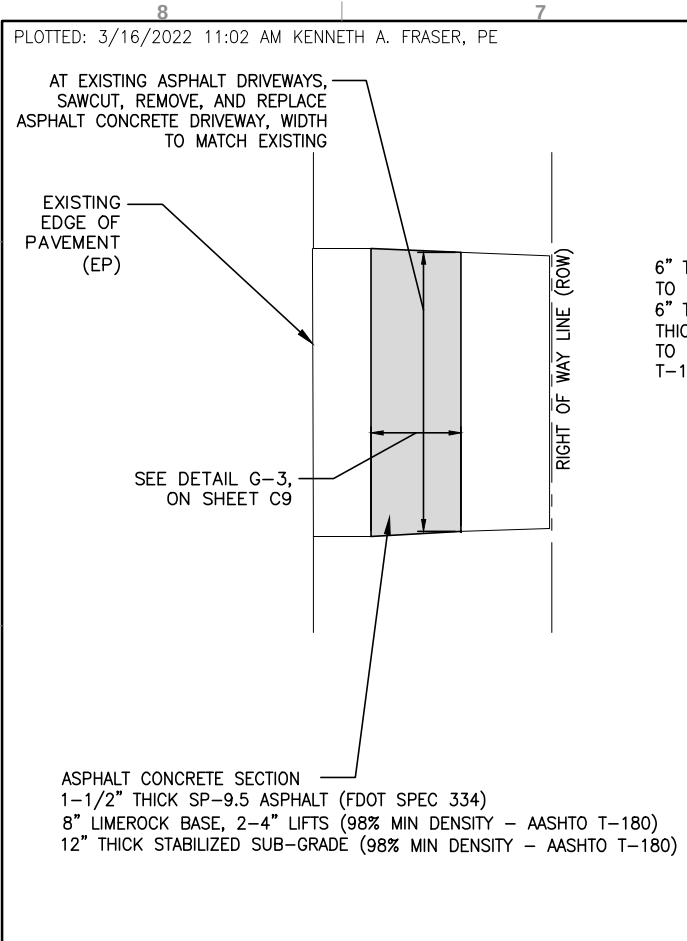
HORIZONTAL DIRECTIONAL DRILL
PROFILES

CERTIFICATE OF AUTHORIZATION # 1841
APPROVED BY
KENNETH A. FRASER
P.E. # 57452

PROJECT NO: 07810-102-01	DATE: MAR 2022
INDEX NO:	DWG NO: C7

BID DOCUMENTS

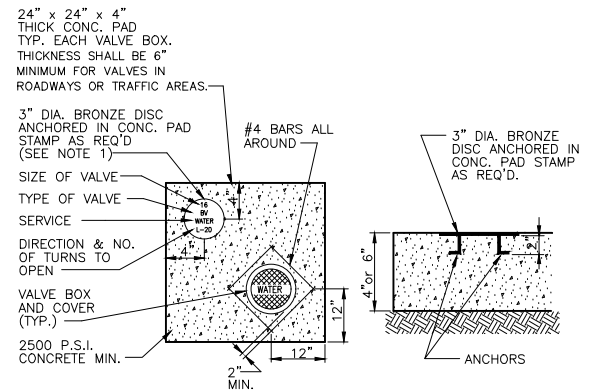
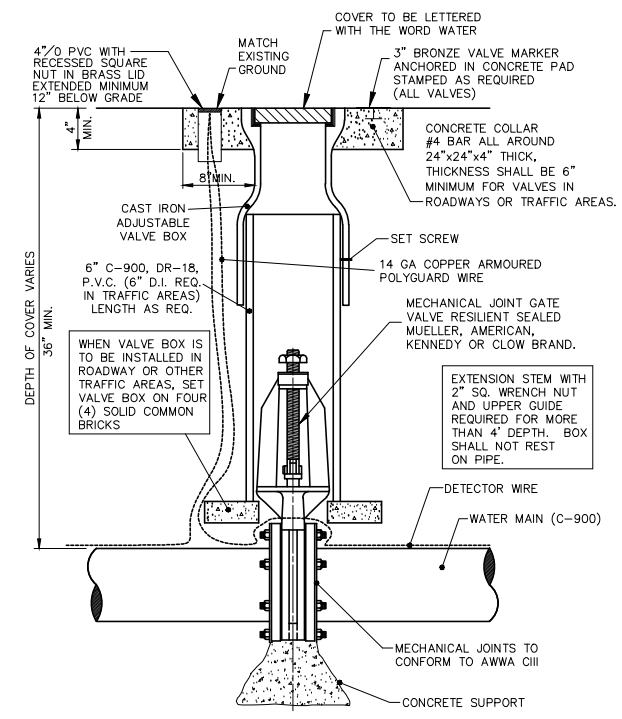
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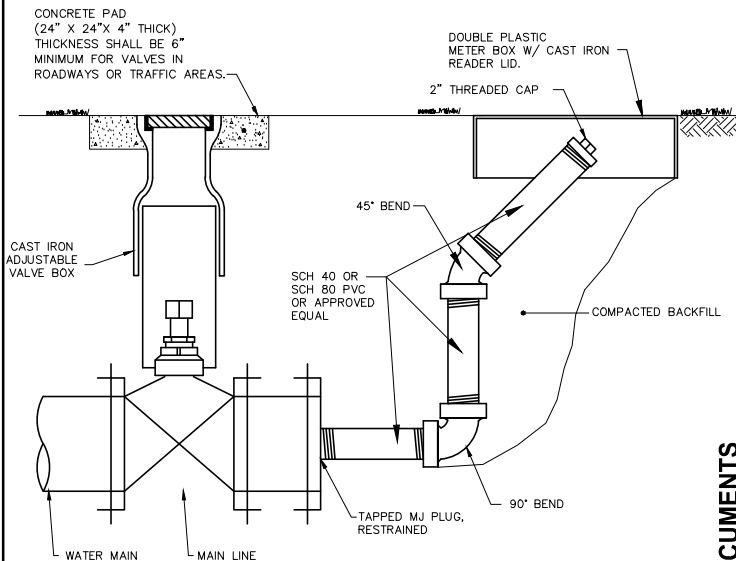
- GENERAL WATER NOTES**
- WATER SYSTEM SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL LOCAL CODES AND REGULATIONS, CLEANED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND CHAPTER 62-555 FLORIDA ADMINISTRATIVE CODE.
 - ALL PIPING SHALL BEAR THE "NSF" SEAL FOR POTABLE WATER.
 - WATER MAINS SHALL BE PVC CONFORMING TO AWWA C-900, DR 18 FOR PIPE SIZES 4"-12". PIPES 14" OR LARGER SHALL BE AWWA C-905, DR 18. ALL COUPLINGS COMPOUNDS, SOLVENTS, LUBRICANTS AND PIPE PREPARATION, FOR LAYING, SHALL BE IN ACCORDANCE WITH THE PIPE MANUFACTURERS LATEST RECOMMENDATIONS.
 - DEPTH OF WATER LINES TO BE MINIMUM 36" BELOW FINISHED GRADE.
 - WATER MAINS TO BE LOCATED 5' FROM BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
 - ALL PIPING CLEARANCES SHALL BE IN ACCORDANCE WITH CHAPTER 62-555.314, F.A.C., AND APPROVED BY THE CITY.
 - ALL SLEEVES UNDER PAVEMENT SHALL EXTEND 5' BEYOND THE BACK OF CURB.

• NOTE: MARK ALL POINTS WHERE WATER SERVICES CROSS CURB WITH A "W" MARK IN CONCRETE.

DETAIL W-1



- NOTES:
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES



						DESIGNED	M. HOFFMAN
						DRAWN	M. HOFFMAN
						CHECKED	K. FRASER
LTR.	DATE	REVISIONS	BY	APPRD.			

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730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

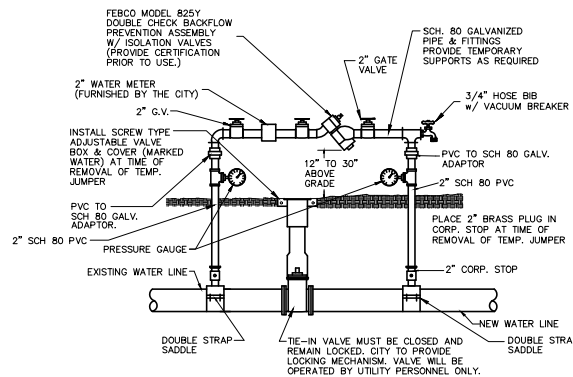
CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT

CIVIL AND UTILITY DETAILS

CERTIFICATE OF AUTHORIZATION # 1841	PROJECT NO:	DATE:
APPROVED BY	07810-102-01	MAR 2022
KENNETH A. FRASER	INDEX NO:	DWG NO:
P.E. # 57452		C8

SAVED: 8/9/2021 4:35 PM MHOFFMAN Y:\07810-LEESBURG\PROJECTS\102-01-TREADWAY-WATERMAIN-PROJECT\CAD\DWGS\CIVIL\07810-102-01_C9.DWG

PLOTTED: 3/16/2022 11:02 AM KENNETH A. FRASER, PE

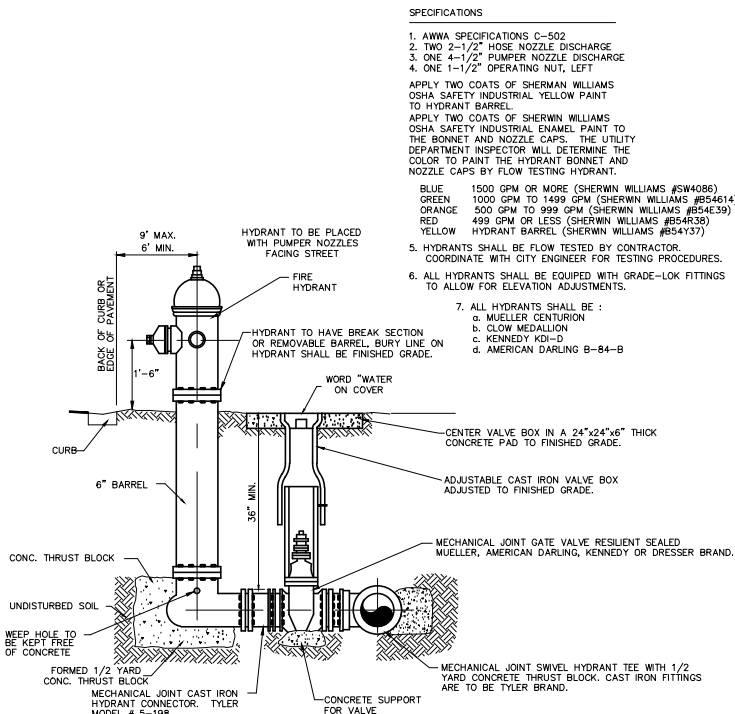


TEMPORARY JUMPER CONNECTION DETAIL

NOT TO SCALE

NOTE: LOCATION TO BE DETERMINED AT TIME OF PRECONSTRUCTION CONFERENCE W/ CITY.

DETAIL W-7



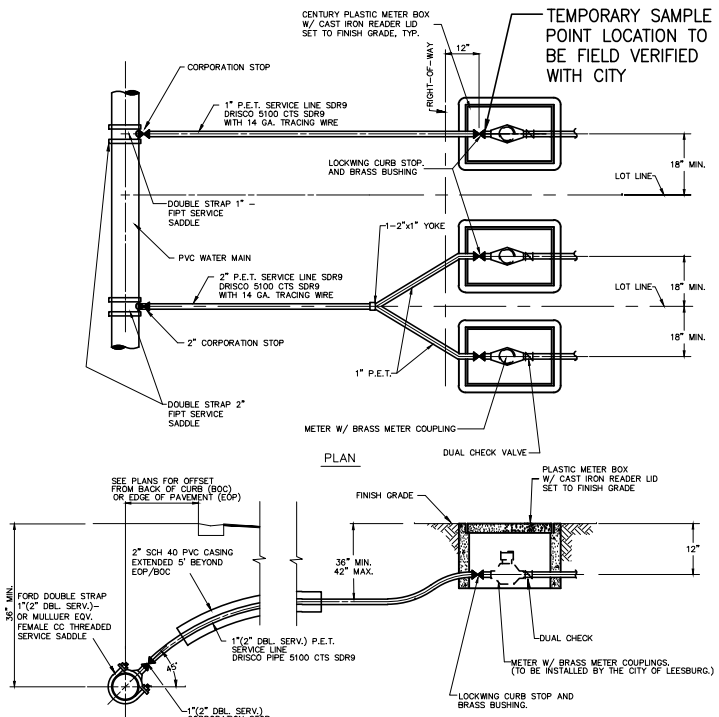
FIRE HYDRANT WITH VALVE

NOT TO SCALE
(STANDARD FIRE HYDRANT ASSEMBLY)

DETAIL W-11

- TEMPORARY JUMPER CONNECTION NOTES**
- A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
 - THE DETAILS TO BE USED FOR FILING ANY WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" DIAMETER (2.5 FPS MINIMUM VELOCITY) AND FOR PULLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILING, FLUSHING, TESTING AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. THE JUMPER CONNECTION SHALL ALSO BE USED TO MAINTAIN A MINIMUM PRESSURE OF 20 psi IN THE NEW MAINS ALL THE TIME AFTER DISINFECTION AND UNTIL THE FDEP CLEARANCE LETTER IS OBTAINED. ADEQUATE THRUST BLOCKING AND/OR RESTRAINTS SHALL BE PROVIDED TEMPORARILY, AS REQUIRED. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA C651, 1992 EDITION. THIS TAPPING SLEEVE AND THE EXTERIOR OF THE MAIN TO BE TAPPED SHALL BE DISINFECTED BY SPRAYING OR SWABBING PER SECTION II OF AWWA C561-92.
 - FLUSHING OF 10" DIAMETER AND LARGE WATER MAINS MAY BE DONE THROUGH THE TIE-IN VALVE, IN THE PRESENCE OF THE UTILITY DEPT. THE UTILITY DEPARTMENT WILL NOTIFIED IN WRITING 48 HOURS PRIOR TO THE FLUSHING OF SAID MAINS.
- THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:
- THE TIE-IN VALVES SHALL BE OPERATED AND PRESSURE TESTED IN THE PRESENCE OF THE UTILITY COMPANY AND ENGINEER TO VERIFY WATER TIGHTNESS PRIOR TO THE TIE-IN. VALVES WHICH ARE NOT WATER TIGHT SHALL BE REPLACED OR A NEW VALVE INSTALLED IMMEDIATELY ADJACENT TO THE LEAKING VALVE.
 - THE TEMPORARY JUMPER CONNECTION SHALL BE CONSTRUCTED AS DETAILED. THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW WATER MAIN AND FOR PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING OF THE NEW MAIN AS REQUIRED BY THE FDEP PERMIT.
 - FLUSHING SHALL NOT BE ATTEMPTED DURING PEAK DEMAND HOURS OF THE EXISTING WATER MAIN.
 - ALL DOWNSTREAM VALVES IN THE NEW SYSTEM MUST BE OPEN PRIOR TO OPENING THE TIE-IN VALVE.
 - PROVIDE FOR AND MONITOR THE PRESSURE AT THE TIE-IN POINT, THE PRESSURE IN THE EXISTING MAIN MUST NOT DROP BELOW 35 psi.
 - TIE-IN VALVE SHALL BE OPENED A FEW TURNS ONLY, ENSURING A PRESSURE DROP ACROSS THE VALE IS ALWAYS GRATER THAN 10 psi.
 - THE TIE-IN VALVE SHALL BE LOCKED CLOSED BY THE CITY UNTIL FLUSHING BEGINS.
 - THE TIE-IN VALVE SHALL BE OPENED ONLY A FEW TURNS FOR FLUSHING OF THE NEW MAIN. THE PROCEDURE SHALL BE DIRECTED BY THE CITY AND OBSERVED BY THE ENGINEER.
 - AFTER FLUSHING, THE TIE-IN VALVE SHALL BE CLOSED AND LOCKED IN THE CLOSED POSITION BY THE CITY.
- THE CONTRACTOR SHALL PROVIDE DOCUMENTATION DEMONSTRATING THAT THE DOUBLE CHECK BACKFLOW PREVENTION DEVICE HAS BEEN TESTED WITHIN ONE YEAR AT THE TIME OF INSTALLATION AND IS IN GOOD WORKING ORDER AT THE TIME OF INSTALLATION. THE TEST SHALL BE PERFORMED BY A QUALIFIED BACKFLOW PREVENTION TECHNICIAN.
 - EXCEPT AS REQUIRED TO FLUSH LINES OF GREATER THAN 8" IN DIAMETER, THE TIE-IN VALVE SHALL REMAIN CLOSED AND SHALL BE LOCKED IN THE CLOSED POSITION BY THE CITY. THE TIE-IN VALVE SHALL REMAIN LOCKED CLOSED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR USE BY FDEP AND ALL OTHER PERTINENT AGENCIES.
 - UPON RECEIPT OF CLEARANCE FOR USE FROM FDEP AND ALL OTHER PERTINENT AGENCIES, THE CONTRACTOR SHALL REMOVE THE JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND PLUGGED WITH 2" BRASS PLUGS.
 - ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE FITTINGS, VALVE, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

DETAIL W-8



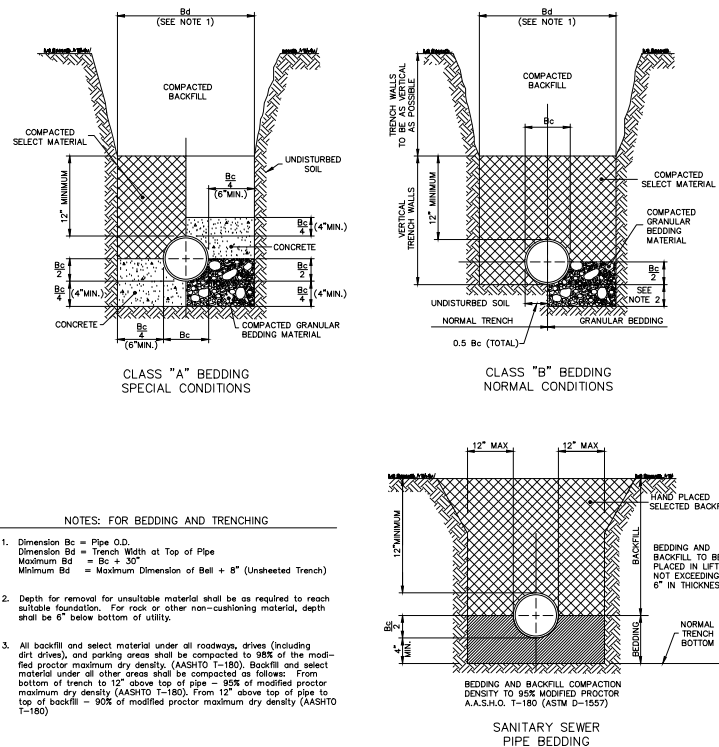
WATER SERVICE CONNECTION DETAILS

NOT TO SCALE

(NOTE: METERS TO BE INSTALLED BY CITY OF LEESBURG.)

FOR MORE DETAIL REGARDING LONG SIDE SERVICE CONNECTION

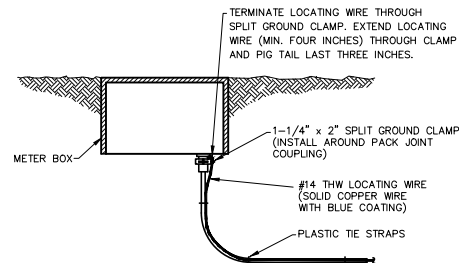
DETAIL W-9



BEDDING DETAILS

NOT TO SCALE

DETAIL G-3



SERVICE AND METER

NOT TO SCALE

DETAIL W-10

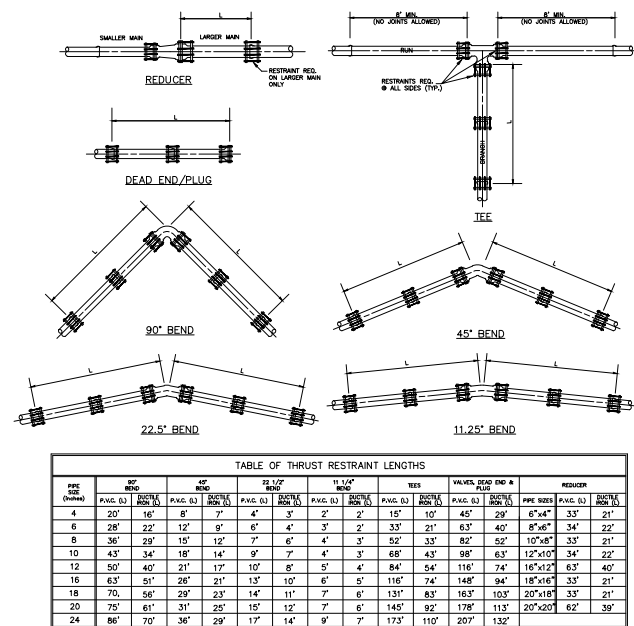


TABLE OF THRUST RESTRAINT LENGTHS											
PIPE SIZE (NOMINAL)	90° BEND		45° BEND		TEE		REDUCER		DEAD END / PLUG		REDUCER
	P.V.C. (L)	P.V.C. (S)	P.V.C. (L)	P.V.C. (S)	P.V.C. (L)	P.V.C. (S)	P.V.C. (L)	P.V.C. (S)	P.V.C. (L)	P.V.C. (S)	
4	20'	16'	8'	7'	4'	3'	2'	2'	15'	10'	45'
6	28'	22'	12'	9'	6'	4'	3'	2'	33'	21'	63'
8	36'	29'	15'	12'	7'	6'	4'	3'	52'	35'	80'
10	43'	34'	18'	14'	9'	7'	4'	3'	68'	43'	98'
12	50'	40'	21'	17'	10'	8'	5'	4'	84'	54'	116'
16	63'	51'	26'	21'	13'	10'	6'	5'	116'	74'	148'
18	70'	56'	29'	23'	14'	11'	7'	6'	131'	83'	163'
20	75'	61'	31'	25'	15'	12'	7'	6'	145'	92'	178'
24	86'	70'	36'	29'	17'	14'	9'	7'	173'	110'	207'

- THRUST RESTRAINT DESIGN NOTES**
- RESTRAINT JOINTS, FITTINGS, & VALVE REQUIREMENTS CALCULATED BY THE THRUST RESTRAINT DESIGN PROGRAM PROVIDED BY UNI-FLANGE, THE FORD METER BOX COMPANY, INC.
 - DATA BASED ON MAX. PRESSURE OF 150 P.S.I., THE UNIFIED SOIL CLASSIFICATION SYSTEM (SOIL TYPE SP), THE PIPE BEDDED IN NATIVE SOIL w/ A MINIMUM OF 2'5" COMPACTED FILL OVER THE PIPE, AND USING A SAFETY FACTOR OF 1.5 FOR THE DATA.
 - ALL FITTINGS & VALVES SHALL HAVE RESTRAINTED JOINTS PER SPECIFICATIONS & ALL BELL & SPIGOT JOINTS TO BE RESTRAINTED WITH A RESTRAINTING HARNESS WITHIN THE REQUIRED LENGTH OF RESTRAINTED PIPE (L).
 - THRUST BLOCKS SHALL BE USED ONLY AS SPECIFIED BY PROJECT ENGINEER.

THRUST RESTRAINT DETAILS

NOT TO SCALE

DETAIL G-6

DESIGNED M. HOFFMAN
DRAWN M. HOFFMAN
CHECKED K. FRASER

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

CIVIL AND UTILITY DETAILS

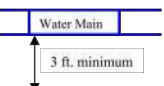
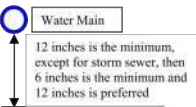
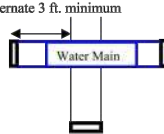
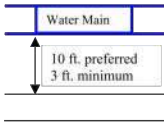
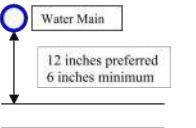
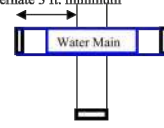
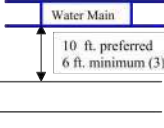
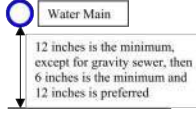
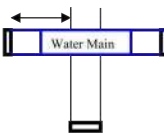
CERTIFICATE OF AUTHORIZATION # 1841
APPROVED BY
KENNETH A. FRASER
P.E. # 57452

PROJECT NO: 07810-102-01
INDEX NO:
DATE: MAR 2022
DWG NO: C9

SAVED: 3/16/2022 10:39 AM KFRASER Y:\07810-LEESBURG\PROJECTS\102-01-TREADWAY-WATERMAIN-PROJECT\CAD\DWGS\CIVIL\07810-102-01_C10.DWG

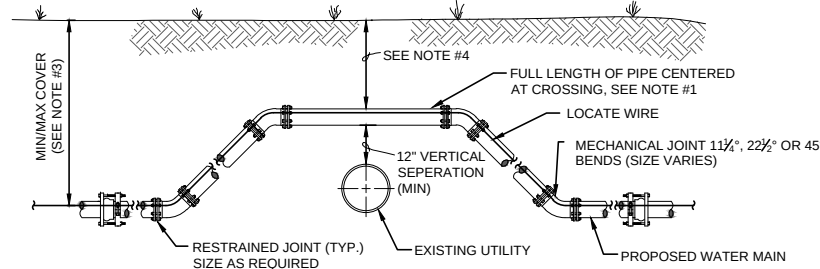
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LOCATION OF PUBLIC WATER SYSYEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	 3 ft. minimum	 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	 Alternate 3 ft. minimum
Vacuum Sanitary Sewer	 10 ft. preferred 3 ft. minimum	 12 inches preferred 6 inches minimum	 Alternate 3 ft. minimum
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	 10 ft. preferred 6 ft. minimum (3)	 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	 Alternate 6 ft. minimum
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

- (1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

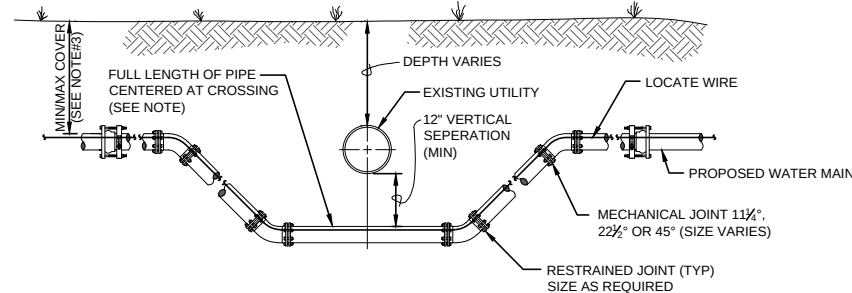
Disclaimer - This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.



NOTES:

- THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557.
- MINIMUM VERTICAL SEPERATION IS REQUIRED TO BE A MINIMUM OF 12" OUTSIDE TO OUTSIDE OF PIPE.
- THE COVER FOR PIPING SHALL BE 36" MINIMUM AND 60" MAXIMUM, UNLESS APPROVED BY CITY OF LEESBURG.

CASE "A" CROSSING



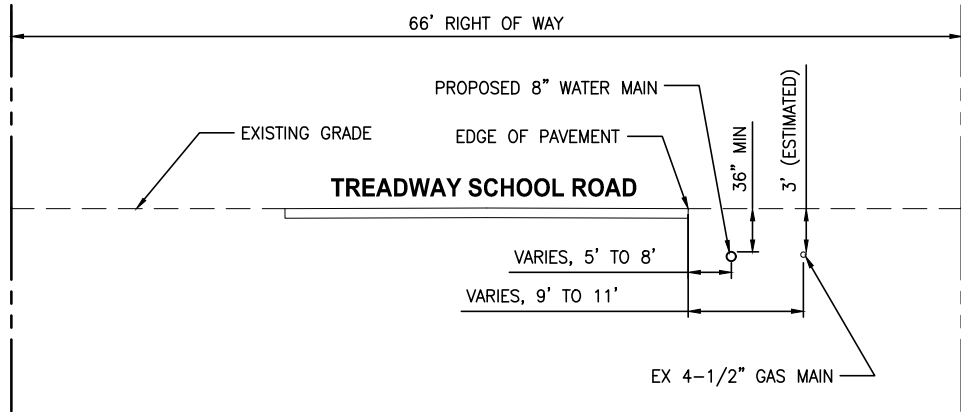
NOTES:

- THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557
- MINIMUM VERTICAL SEPERATION IS REQUIRED TO BE A MINIMUM OF 12" OUTSIDE TO OUTSIDE OF PIPE.
- THE COVER FOR PIPING SHALL BE 36" MINIMUM AND 60" MAXIMUM, UNLESS APPROVED BY CITY OF LEESBURG.

CASE "B" CROSSING

CONFLICT CROSSING 3

NTS

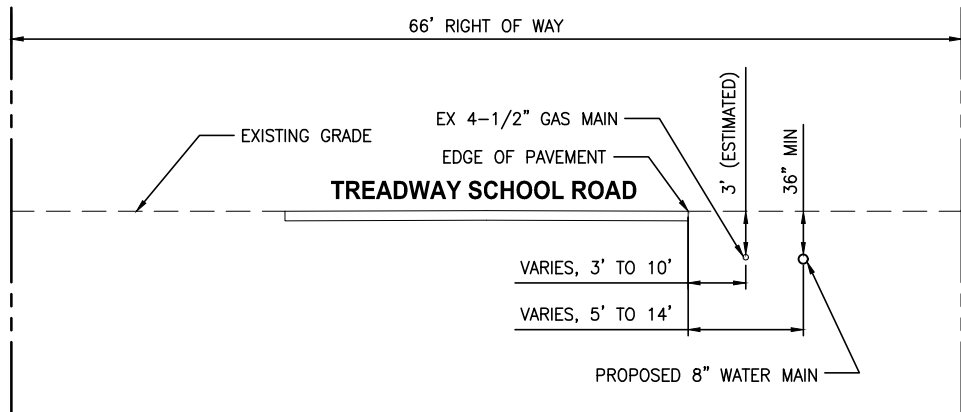


STA 0+65 TO STA 14+12

NTS

NOTES:

- CONTRACTOR TO MAINTAIN MINUMUM OF 3 FEET SEPARATION BEWTEN PROPOSED WATER MAIN AND EXISTING GAS MAIN.

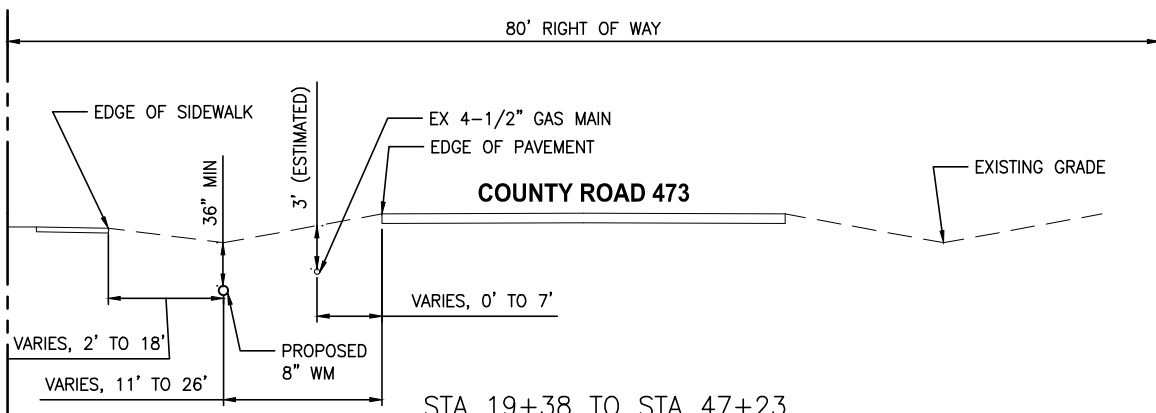


STA 14+13 TO STA 16+98

NTS

NOTES:

- CONTRACTOR TO MAINTAIN MINUMUM OF 3 FEET SEPARATION BEWTEN PROPOSED WATER MAIN AND EXISTING GAS MAIN.



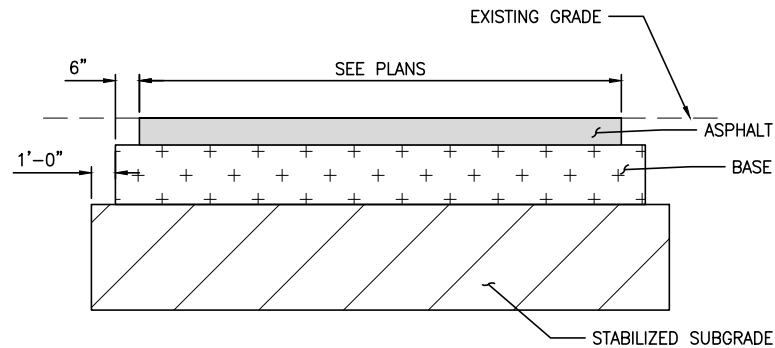
STA 19+38 TO STA 47+23

LAKE COUNTY ROW UTILIZATION
TYPICAL SECTIONS

NTS

NOTES:

- CONTRACTOR TO MAINTAIN MINUMUM OF 3 FEET SEPARATION BEWTEN PROPOSED WATER MAIN AND EXISTING GAS MAIN.



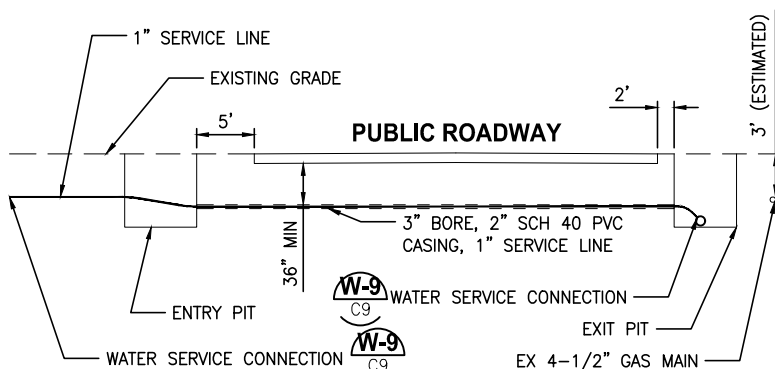
PAVEMENT SECTION DETAILS

- 1-1/2" SP-9.5 (FDOT SPEC 334)
8" LIMEROCK BASE (2-4" LIFTS, 98% MIN DENSITY - AASHTO T-180)
12" STABILIZED SUBGRADE (98% MIN DENSITY - AASHTO T-180)

PAVEMENT 4

NTS

C1



WATER SERVICE CONNECTION
LONG SIDE-BORING DETAIL 5

NTS

C1

BID DOCUMENTS

LTR.	DATE	REVISIONS	BY	APPRD.	

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER

JonesEdmunds

730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

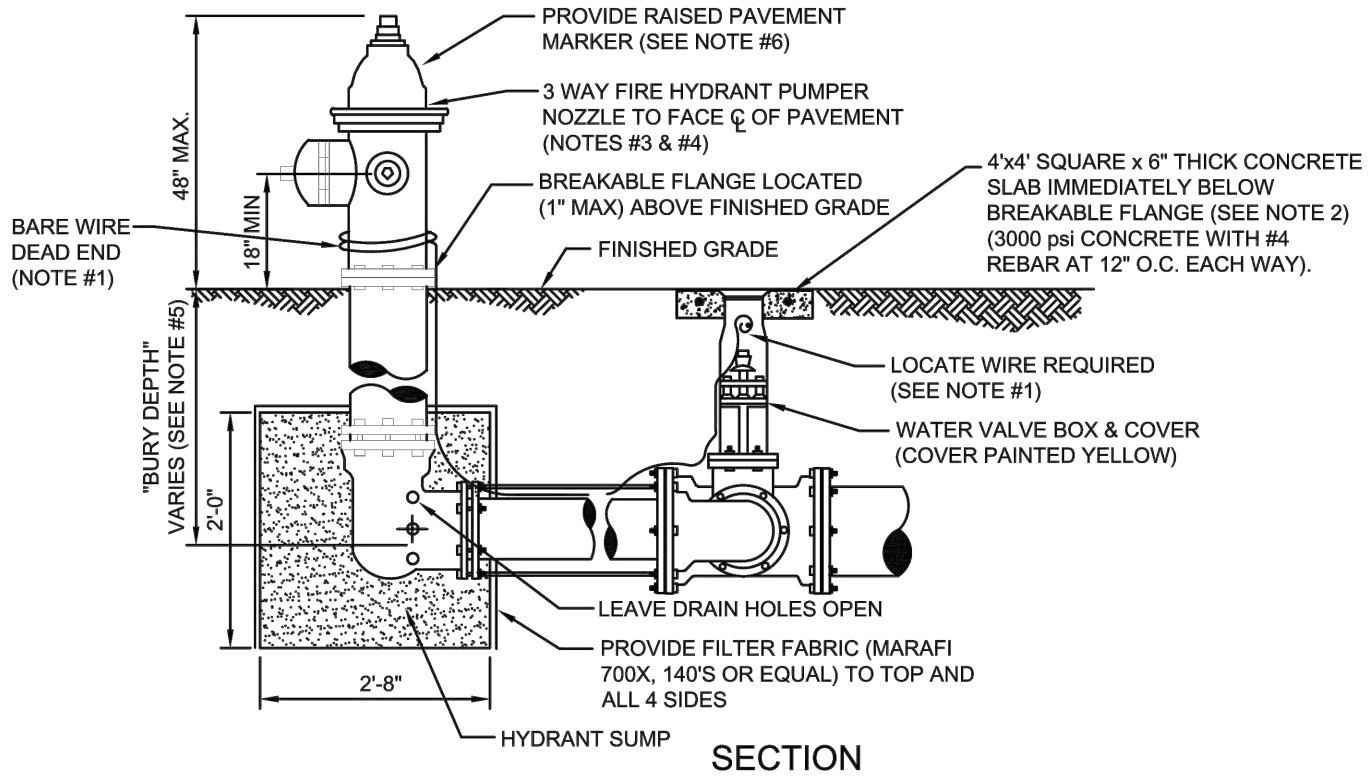
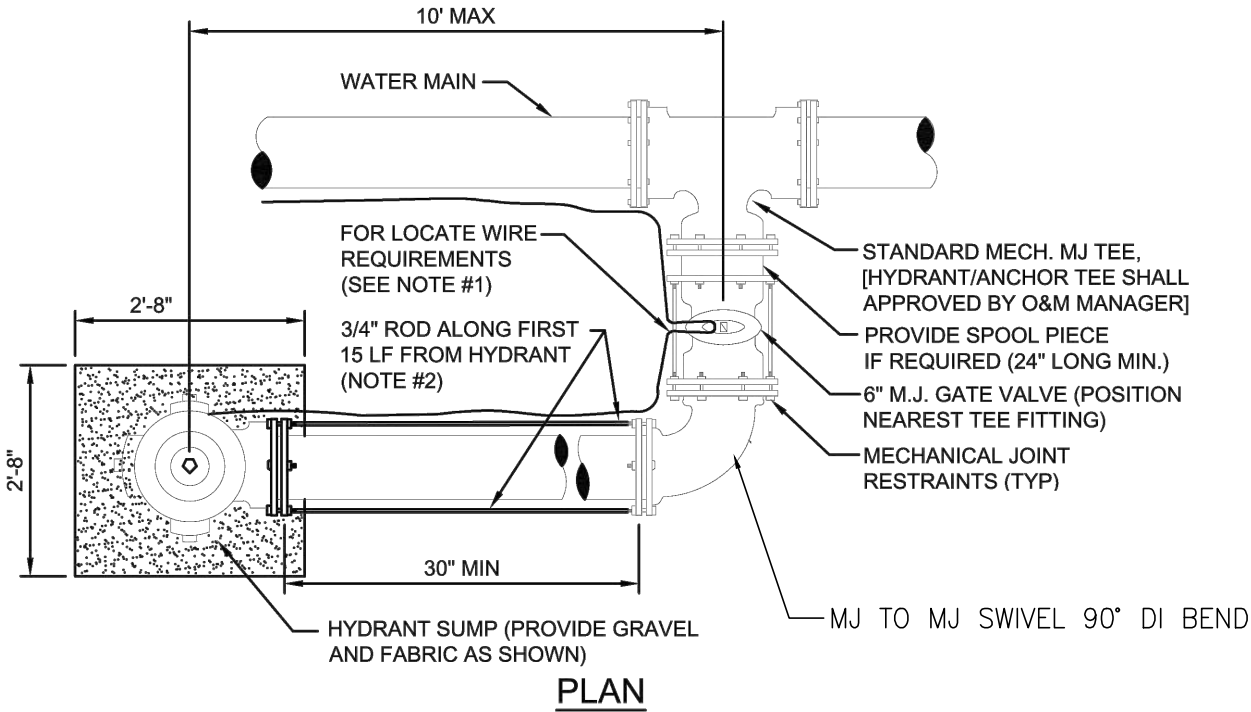
CIVIL AND UTILITY DETAILS

CERTIFICATE OF AUTHORIZATION # 1841
APPROVED BY
KENNETH A. FRASER
P.E. # 57452

PROJECT NO:	DATE:
07810-102-01	MAR 2022
INDEX NO:	DWG NO:
	C10

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3/16/2022 10:38 AM KFRASER

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PLOTTED: 3/16/2022 11:03 AM KENNETH A. FRASER, PE



**FIRE HYDRANT LIMITED SPACE
INSTALLATION DETAILS**

NTS

BID DOCUMENTS

LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER



CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

CIVIL AND UTILITY DETAILS

CERTIFICATE OF AUTHORIZATION # 1841
APPROVED BY
KENNETH A. FRASER
P.E. # 57452

PROJECT NO:	DATE:
07810-102-01	MAR 2022
INDEX NO:	DWG NO:
	C11

PLOTTED: 3/16/2022 11:03 AM KENNETH A. FRASER, PE

NARRATIVE

1. DESCRIPTION OF CONSTRUCTION ACTIVITY:
INSTALLATION OF WATER MAIN FROM TREADWAY SCHOOL ROAD TO CR 473 AT WESTMONT ROAD.. PROJECT IS LOCATED IN LEESBURG, LAKE COUNTY, FLORIDA. (SEE INSET MAP ON COVER SHEET)

WORK INCLUDES CLEARING, GRUBBING, TRENCHING, AND PAVING FOR CONSTRUCTION OF: WATER MAIN

2. SITE AREA INFORMATION:
STORMWATER FLOW CONSISTS OF OFFSITE FLOW ALONG BOTH SIDES OF THE ROADWAYS AND ONSITE FLOW FROM THE ROADWAYS. THE SITE DRAINS ALONG BOTH SIDES OF THE ROADWAYS THAT CONVEYS WATER TO THE PIPED STORMWATER SYSTEM WHICH OUTFALLS TO BIG SOOEY. BIG SOOEY RECEIVES RUNOFF FROM THE SURROUNDING AREA AND CONVEYS IT TO CRACKER BRANCH.
TOTAL DISTURBANCE AREA = +/- 1.6 ACRES
RUNOFF CURVE NUMBERS FOR DISTURBED AREAS:
BEFORE CN = VARIES
AFTER CN = VARIES

3. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE FLOW OF STORMWATER THROUGH THE PROJECT LIMITS.

4. THE CONTRACTOR SHALL MODIFY THE CONSTRUCTION SEQUENCE TO MAINTAIN THE FLOW OF STORMWATER THROUGH OR AROUND THE PROJECT IN A MANNER THAT MAINTAINS THE WATER QUALITY AND COMPLIES WITH PERMIT REQUIREMENTS. PUMPING OF STORMWATER, AND DEWATERING, MAY BE NECESSARY WITHIN AND/OR BETWEEN CONSTRUCTION PHASES AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY PUMPING SHALL BE CONSIDERED INCIDENTAL TO THE EARTHWORK OPERATION.

5. THE CONTRACTOR SHALL REVIEW THE PROPOSED CONSTRUCTION SEQUENCE AND SUBMIT A LETTER CONFIRMING AGREEMENT WITH THE PROPOSED SEQUENCE TO THE OWNER, OR PROPOSING A DIFFERENT SEQUENCE FOR REVIEW AND APPROVAL BY THE ENGINEER.

6. PROPOSED CONSTRUCTION SEQUENCE:

MOBILIZATION/PRE-GRADING

- SUBMIT DETAILED SEDIMENT AND EROSION CONTROL PLAN TO FDEP FOR APPROVAL.
- BEGIN TURBIDITY MONITORING.
- COMPLETE AND SUBMIT NOTICE OF INTENT (NOI) TO FDEP FOR CONSTRUCTION NPDES PERMIT.
- POST AND MAINTAIN NOI, ENVIRONMENTAL RESOURCE PERMIT, AND COUNTY PERMITS ONSITE IN SECURE BULLETIN BOARD.
- INSTALL SILT FENCES, FILTER BARRIER, TURBIDITY BARRIERS, AND OTHER BMPs AS NEEDED ALONG WORK LIMITS.

SITE WORK: DEWATER AS NEEDED, CONTROL SEDIMENT AND TURBIDITY IN DISCHARGE.

- 2.1 INSTALL SILT FENCES, FILTER BARRIER, AND OTHER BMPs AS NEEDED.
- 2.2 BEGIN CLEARING AND GRUBBING
- 2.3 BEGIN EARTHWORK OPERATIONS
- 2.4 CONSTRUCT WATER MAIN AND INCIDENTAL ITEMS
- 2.6 REMOVE SILT FENCES, FILTER BARRIER, AND OTHER BMPs.

AFTER GRADING

- FINAL SODDING AND SITE RESTORATION
- REMOVE ACCUMULATED SEDIMENT FROM SEDIMENT TRAPS.
- REMOVE ACCUMULATED SEDIMENT ABOVE PLAN FINISHED GRADES AND ALL TEMPORARY EROSION CONTROL MEASURES
- RE-VEGETATE ALL DISTURBED AREAS AS NECESSARY

STARTUP AND COMPLETION OF CONSTRUCTION

- COMPLETE AND SUBMIT NOTICE OF TERMINATION TO FDEP

7. DESCRIPTION OF THE SOILS AND AN IDENTIFICATION OF THOSE THAT ARE HIGHLY ERODIBLE:
8 - CANDLER SAND
45 - TAVARES SAND

8. AFFECTED DRAINAGE AREAS AND MAJOR DISCHARGE POINTS:
DEAD RIVER (WBID 2817C), CROSS CULVER UNDER CR 473

9. LATITUDE AND LONGITUDE OF EACH MAJOR DISCHARGE POINT:
CROSS CULVERT - 28°50'18.67"N, 81°46'23.90"W

10. NAMES OF RECEIVING WATER(S):
DEAD RIVER (WBID 2817C)

11. DESCRIPTION OF PROPOSED POLLUTION CONTROL MEASURES OR BMPs:
 A. EROSION AND SEDIMENT CONTROL PRACTICES
 FILTER BARRIER, SILT FENCE, SODDING, ARTIFICIAL COVERINGS, AND SAND BAGGING.
 B. STRUCTURAL PRACTICES
 N/A
 C. DEWATERING PRACTICES
 THE FOLLOWING DEWATERING CONTROL PRACTICES MAY BE USED IN THIS PROJECT:
 I. SOCK DRAINS
 II. DEWATERING TRENCHES
 III. SKIMMERS & SKIMMER PUMPS
 IV. SEDIMENT CONTAINMENT FILTER BAGS

12. ESTIMATED CONSTRUCTION SCHEDULE:
START DATE = TBD
COMPLETION DATE = TBD
STABILIZATION SCHEDULE
PERIMETER CONTROLS = BEGINNING OF PROJECT
CLEARING AND GRUBBING = THROUGHOUT THE PROJECT
INSTALLATION OF TEMPORARY EROSION CONTROL MEASURES = THROUGHOUT THE PROJECT
CONSTRUCTION OF SEDIMENT BASIN = THROUGHOUT THE PROJECT
SITE CONSTRUCTION & INTERIM EROSION CONTROL MEASURES = THROUGHOUT THE PROJECT
FINAL VEGETATION = END OF PROJECT

13. THE CONTRACTOR IS RESPONSIBLE FOR THE BMP IMPLEMENTATION, INSPECTION, AND MAINTENANCE.

14. CALCULATIONS:
SUPPORTING CALCULATIONS FOR THE EROSION AND SEDIMENT CONTROL CAN BE FOUND IN THE PROJECT ENVIRONMENTAL RESOURCE PERMIT APPLICATION.

15. CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. IN AN EFFORT TO ENSURE COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:
THE FOLLOWING PERMIT WAS OBTAINED BY THE OWNER, AND IS PROVIDED IN THE CONTRACT DOCUMENTS.
ENVIRONMENTAL RESOURCE PERMIT.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL OTHER REQUIRED PERMITS, INCLUDING BUT NOT LIMITED TO, THE NDPES PERMIT FOR CONSTRUCTION ACTIVITY, SJRWMD CONSUMPTIVE USE PERMIT FOR CONSTRUCTION DEWATERING, AND SJRWMD CONSTRUCTION DEWATERING DISCHARGE PERMIT.

16. INVENTORY FOR POLLUTION PREVENTION PLAN:
THE MATERIAL OR SUBSTANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ONSITE DURING CONSTRUCTION:
CONCRETE, WOOD, MASONRY BLOCKS, PETROLEUM BASED PRODUCTS, DIESEL, CLEANING SOLVENTS, DETERGENTS,
METAL REBAR.

RECORD REQUIREMENTS

THE CONTRACTOR SHALL, AT A MINIMUM, PERFORM AND DOCUMENT THE FOLLOWING RECORD KEEPING TASKS IN A REGULAR AND EXPEDIENT MANNER WHILE CONSTRUCTION ACTIVITIES ARE OCCURRING.

1. CONTRACTORS MUST RECORD THE FOLLOWING DATES:

- A) WHEN MAJOR GRADING ACTIVITIES OCCUR
B) WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE
C) WHEN STABILIZATION (I.E. EROSION CONTROL) MEASURES BEGIN

2. CONTRACTORS ARE TO PROVIDE QUALIFIED INSPECTORS WHO HAVE KNOWLEDGE AND EXPERIENCE IN THE PRINCIPLES AND PRACTICE OF SEDIMENT AND EROSION CONTROL AND CAN COMPLETE PROJECT SITE INSPECTIONS:

- B) DAILY AND WITHIN 24 HOURS AFTER THE END OF A STORM EVENT OF 0.50-INCHES OR MORE AT THE SITE. THE CONTRACTOR SHALL INSTALL AND MAINTAIN A RAIN GAUGE AND RECORD THE RAINFALL.

3. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE, AND LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORM WATER MANAGEMENT PLANS. COPIES OF THE INSPECTION REPORTS WILL BE SUBMITTED TO THE OWNER AND INCLUDE DOCUMENTATION OF REMEDIAL ACTION TO ADDRESS SYSTEM FAILURES. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.

4. TURBIDITY MUST BE MONITORED, RECORDED, AND REPORTED IN ACCORDANCE WITH PERMIT REQUIREMENTS.

INSPECTION AND MAINTENANCE REQUIREMENTS

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES

THE FOLLOWING ARE INSPECTION AND MAINTENANCE PRACTICES THAT WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS:

1. ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
2. BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE, AND/OR FILTER BARRIER WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
3. SILT FENCE AND/ OR FILTER BARRIER WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
4. CONSTRUCTION ENTRANCES WILL BE INSPECTED FOR DEPTH OF CRUSHED STONE BED AND FILTER FABRIC CONDITION.
5. THE SEDIMENT TRAP WILL BE INSPECTED FOR DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB.
6. DIVERSION DIKES/SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED.
7. THE CONTRACTOR WILL INSPECT TEMPORARY AND PERMANENT SEEDING AND PLANTING FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.

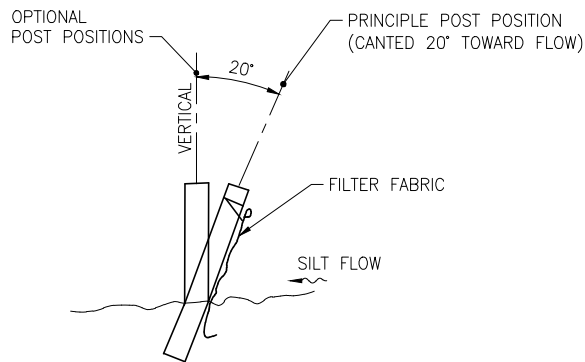
UPDATING REQUIREMENTS

1. THE STORMWATER POLLUTION PREVENTION PLANS (SWPPP) CONTAINED HEREIN PROVIDE ONLY THE INITIAL AND MINIMUM REQUIREMENTS, AND PROJECT SPECIFIC STRUCTURAL BMPS NECESSARY FOR THIS PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MODIFY AND UPDATE THESE PLANS ACCORDING TO THEIR OPERATIONS ON SITE. IN ADDITION, THE CONTRACTOR SHALL REVISE THESE DOCUMENTS:
- a) PRIOR TO FILING FOR THE NPDES NOI
 - b) PRIOR TO BEGINNING EACH PHASE OF THE CONSTRUCTION SEQUENCE.
 - c) WITHIN SEVEN CALENDAR DAYS FOLLOWING AN INSPECTION WHEN ADDITIONS AND/OR MODIFICATIONS TO BMPS ARE NECESSARY TO CORRECT OBSERVED PROBLEMS.
 - d) WHENEVER A CHANGE IN THE DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE AT THE CONSTRUCTION SITE HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE UNITED STATES NOT PREVIOUSLY ADDRESSED IN THE DOCUMENTS.
 - e) WHENEVER DISCHARGES ARE CAUSING WATER QUALITY "EXCEEDANCES" (AN EPA TERM) OR THE BMPS ARE INEFFECTIVE (TO AN EXTENT PRACTICAL) IN MINIMIZING POLLUTANTS IN STORMWATER DISCHARGING FROM THE CONSTRUCTION SITE.

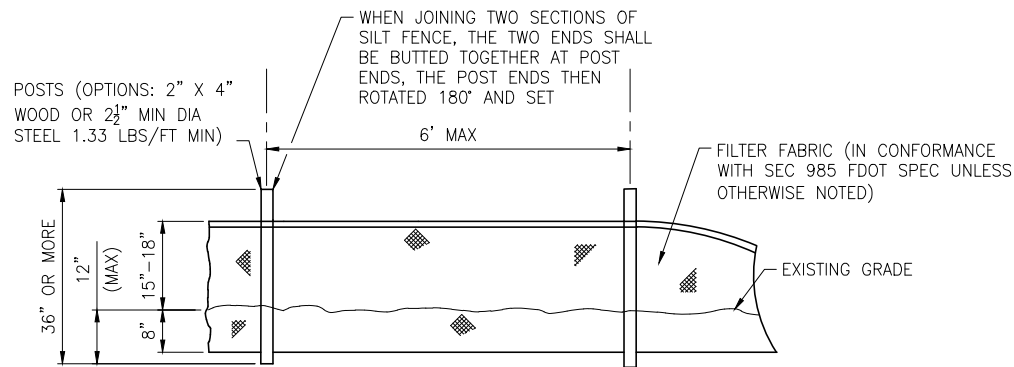
					DESIGNED	M. HOFFMAN	 JonesEdmunds 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821	CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT	EROSION AND SEDIMENTATION CONTROL PLAN NOTES	CERTIFICATE OF AUTHORIZATION # 1841 APPROVED BY		PROJECT NO: 07810-102-01	DATE: MAR 2022
					DRAWN	M. HOFFMAN				KENNETH A. FRASER P.E. # 57452		INDEX NO: - - - -	DWG NO: EC1
					CHECKED	K. FRASER							
LTR.	DATE	REVISIONS		BY	APPRD.								

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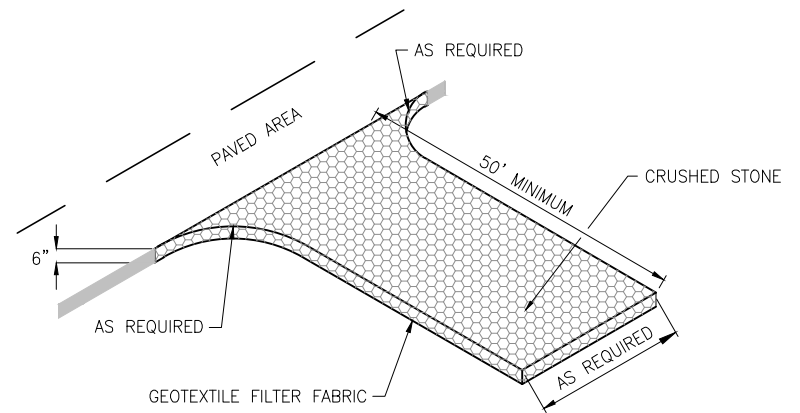
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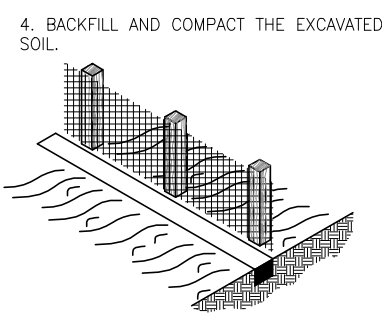
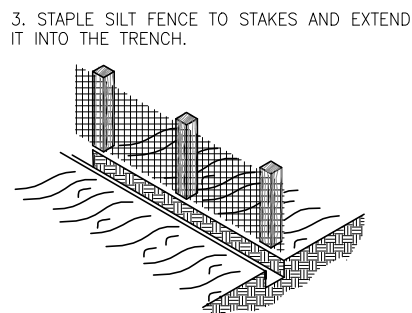
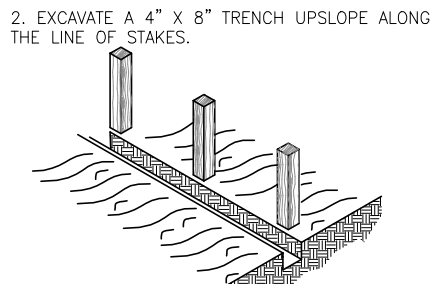
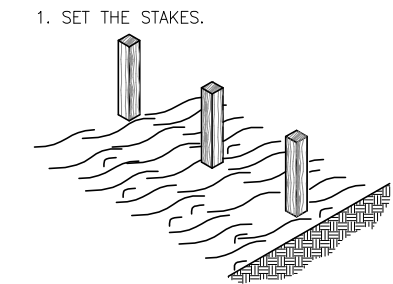
TYPICAL SILT FENCE DETAIL

NTS



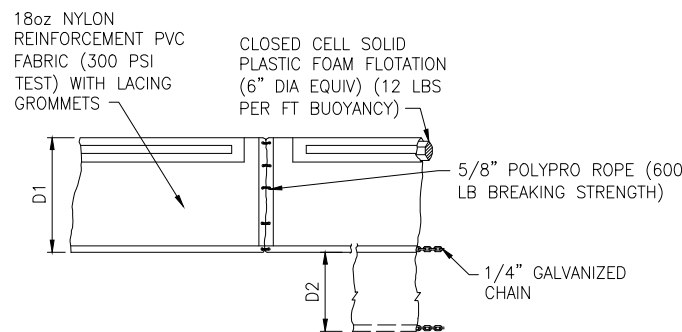
STABILIZED CONSTRUCTION ENTRANCE/EXIT DETAIL

NTS

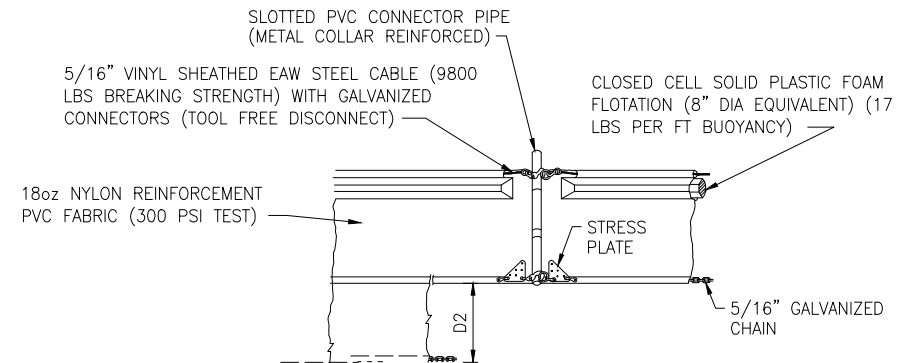


SILT FENCE CONSTRUCTION DETAIL

NTS



TYPE 1



TYPE 2

D1 =5' STD (SINGLE PANEL FOR DEPTHS 5' OR LESS)

D2 =5' STD (ADDITIONAL PANEL FOR DEPTHS 5')

CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALL FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

NOTICE: COMPONENTS OF TYPES 1 AND 2 MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES 1 AND 2 SHALL BE AS APPROVED BY THE ENGINEER.

TYPICAL FLOATING TURBIDITY BARRIER DETAIL

NTS

LTR.	DATE	REVISIONS	BY	APPRD.

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DRAWN	M. HOFFMAN
CHECKED	K. FRASER

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730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

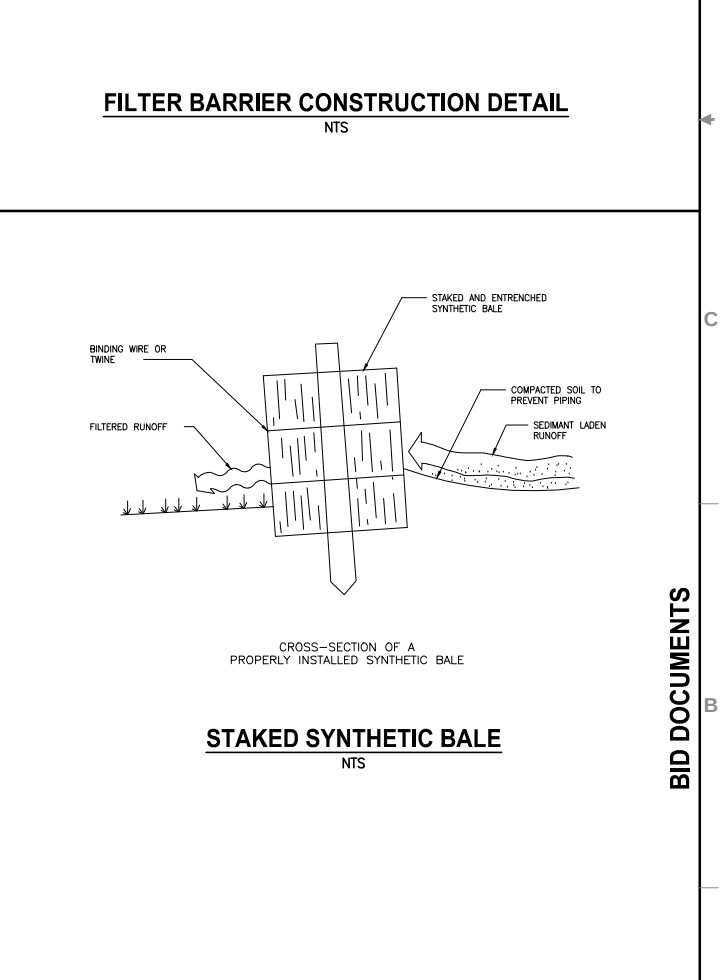
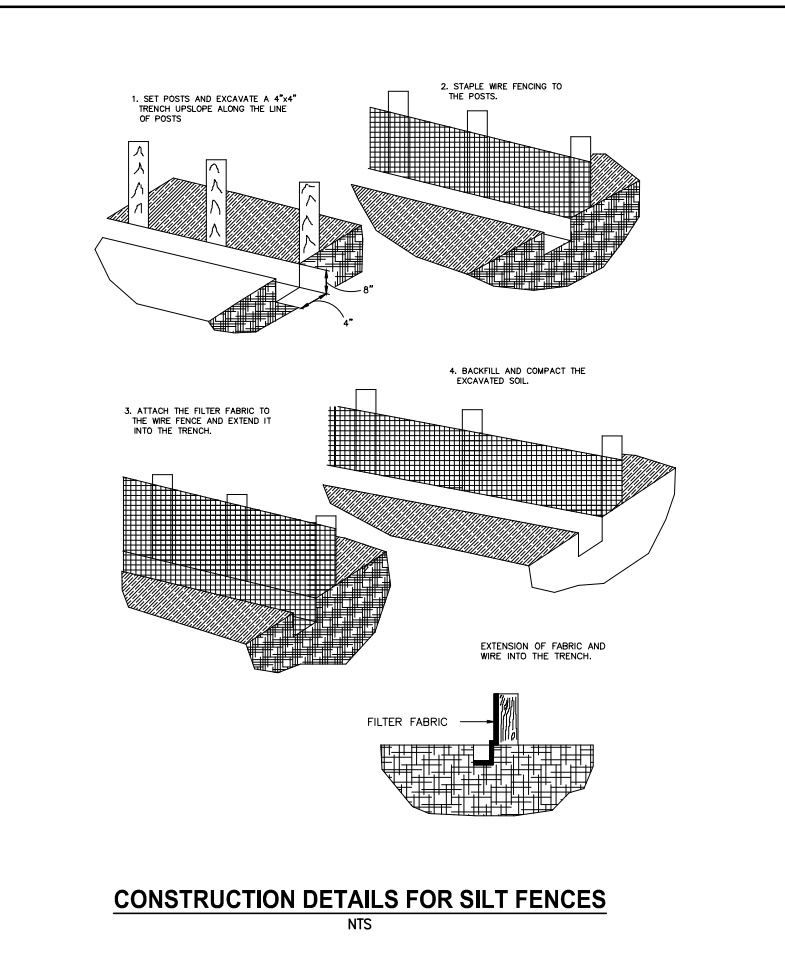
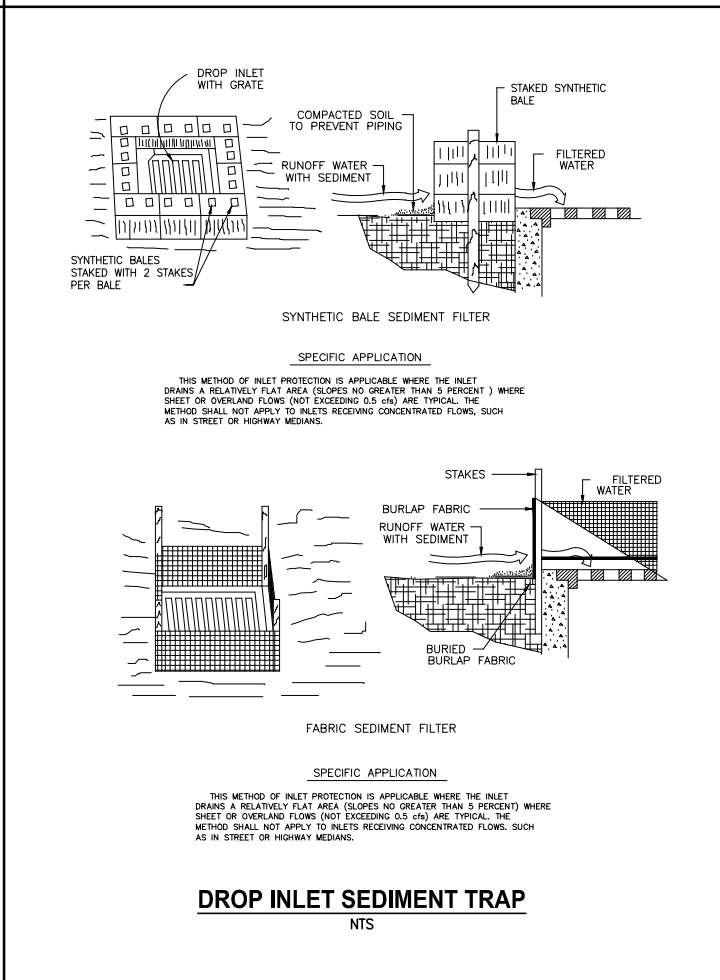
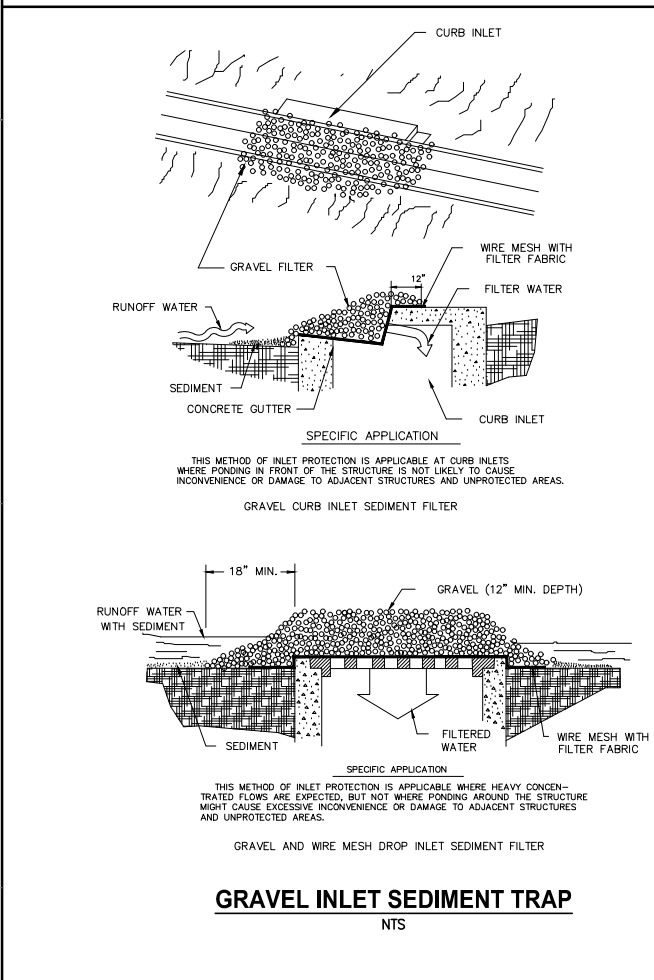
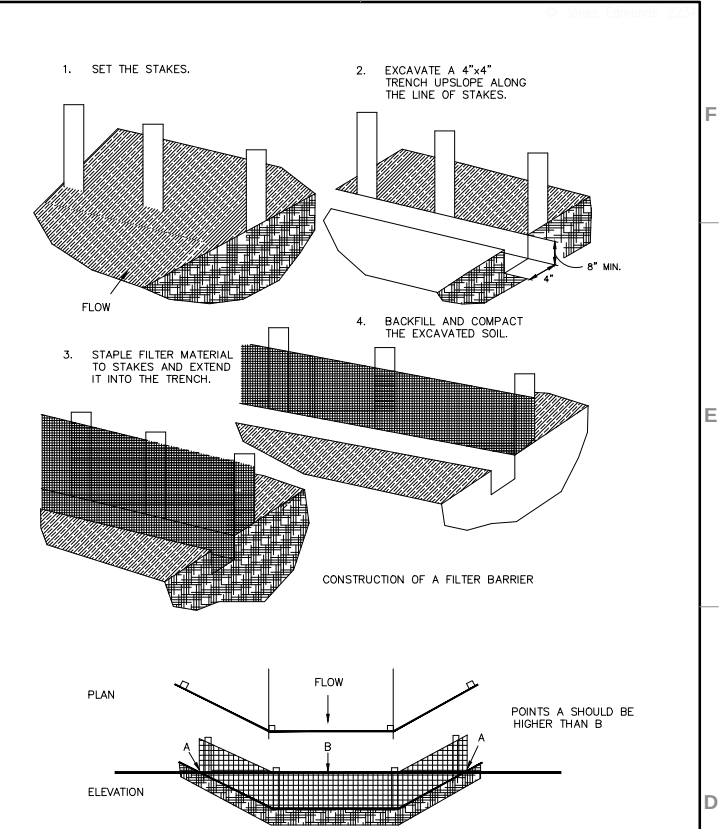
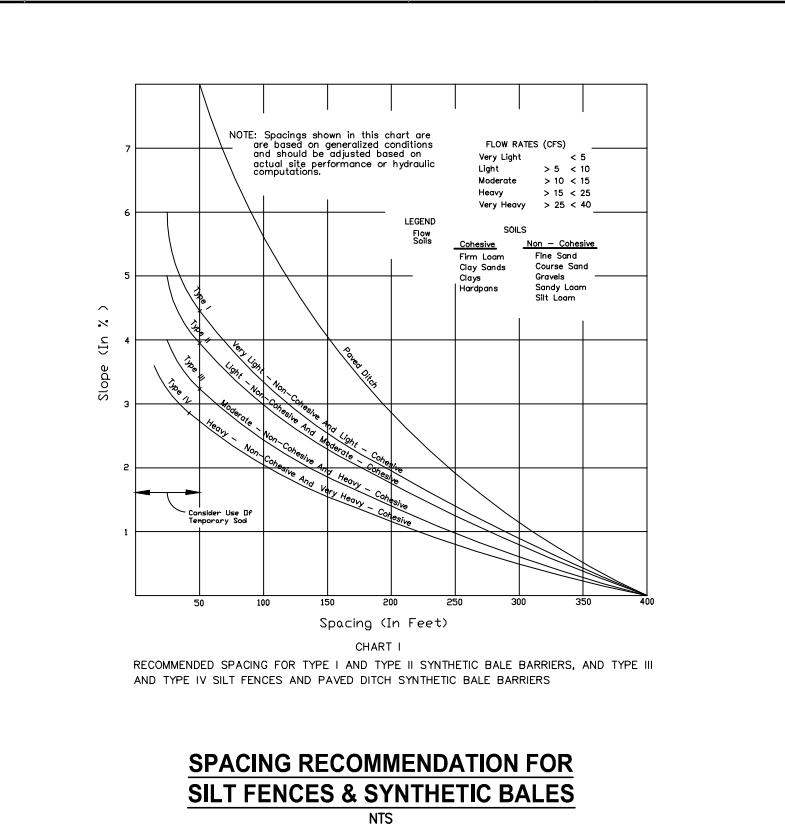
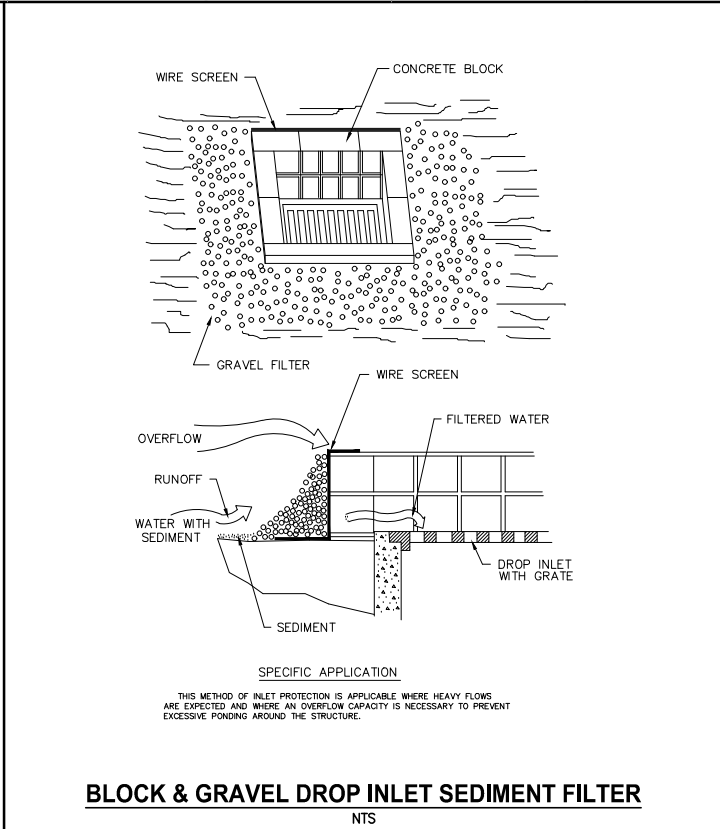
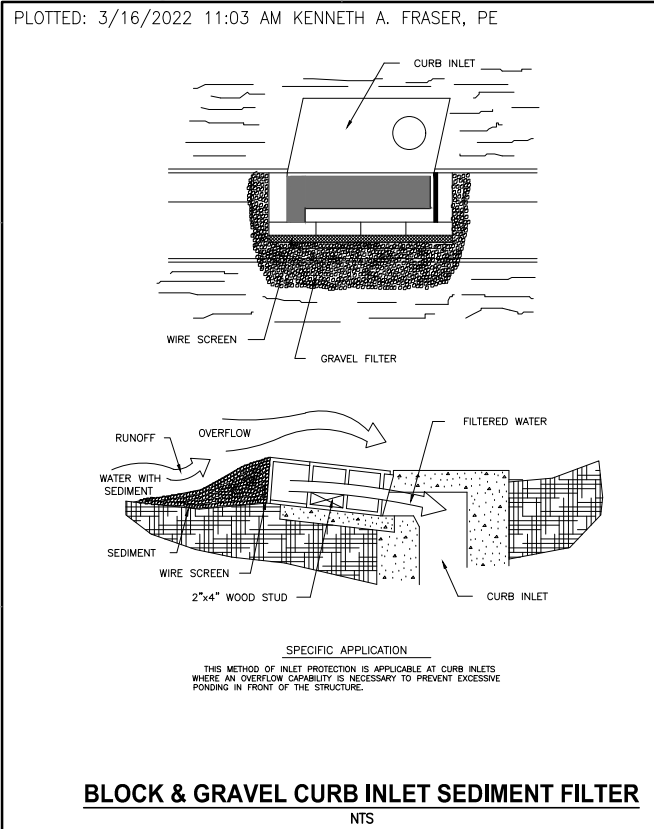
**CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT**

**EROSION AND SEDIMENTATION
CONTROL PLAN DETAILS**

CERTIFICATE OF AUTHORIZATION # 1841
APPROVED BY
KENNETH A. FRASER
P.E. # 57452

PROJECT NO:	DATE:
07810-102-01	MAR 2022
INDEX NO:	DWG NO:
----	EC2

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					DESIGNED	<u>M. HOFFMAN</u>
					DRAWN	<u>M. HOFFMAN</u>
LTR.	DATE	REVISIONS	BY	APPRD.	CHECKED	<u>K. FRASER</u>

JonesEdmunds

730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

EROSION AND SEDIMENTATION
CONTROL PLAN DETAILS

CERTIFICATE OF AUTHORIZATION # 1841	PROJECT NO:	DATE:
APPROVED BY	07810-102-01	MAR 2022
KENNETH A. FRASER	INDEX NO:	DWG NO:
P.E. # 57452	----	EC3

BID DOCUMENTS

CITY OF LEESBURG

TREADWAY WATER MAIN

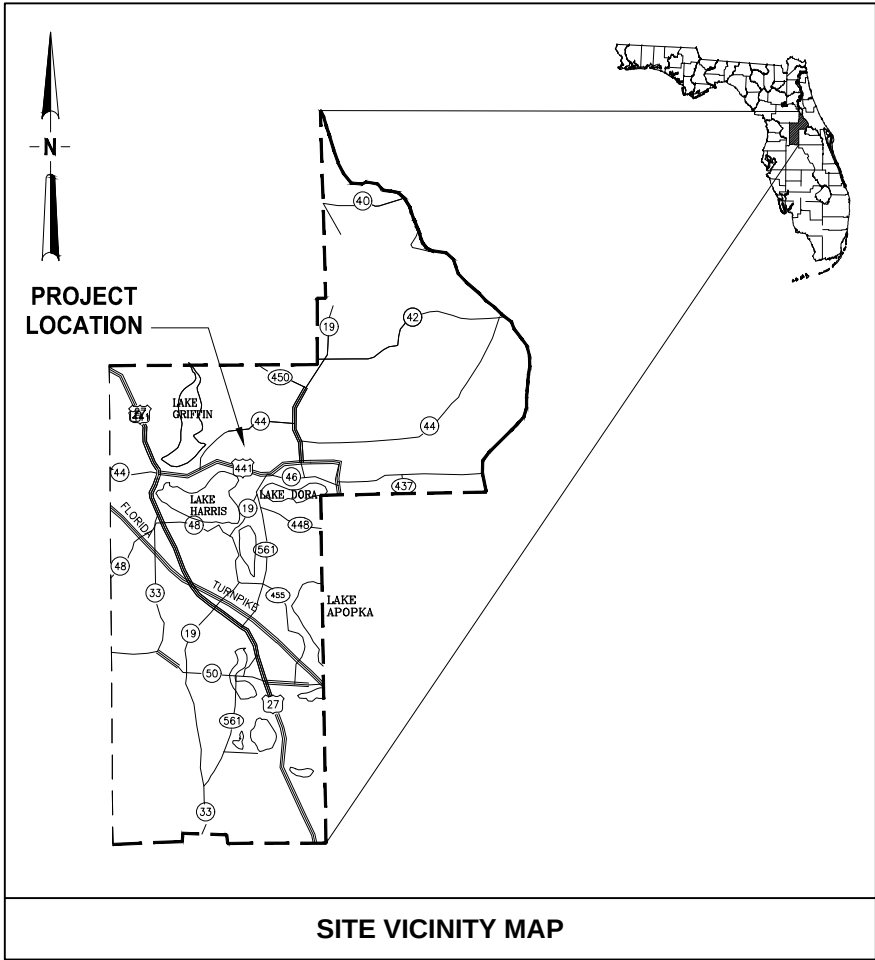
LEESBURG, FLORIDA



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BY KENNETH ACIE FRASER, P.E. ON DATE ADJACENT TO SEAL.

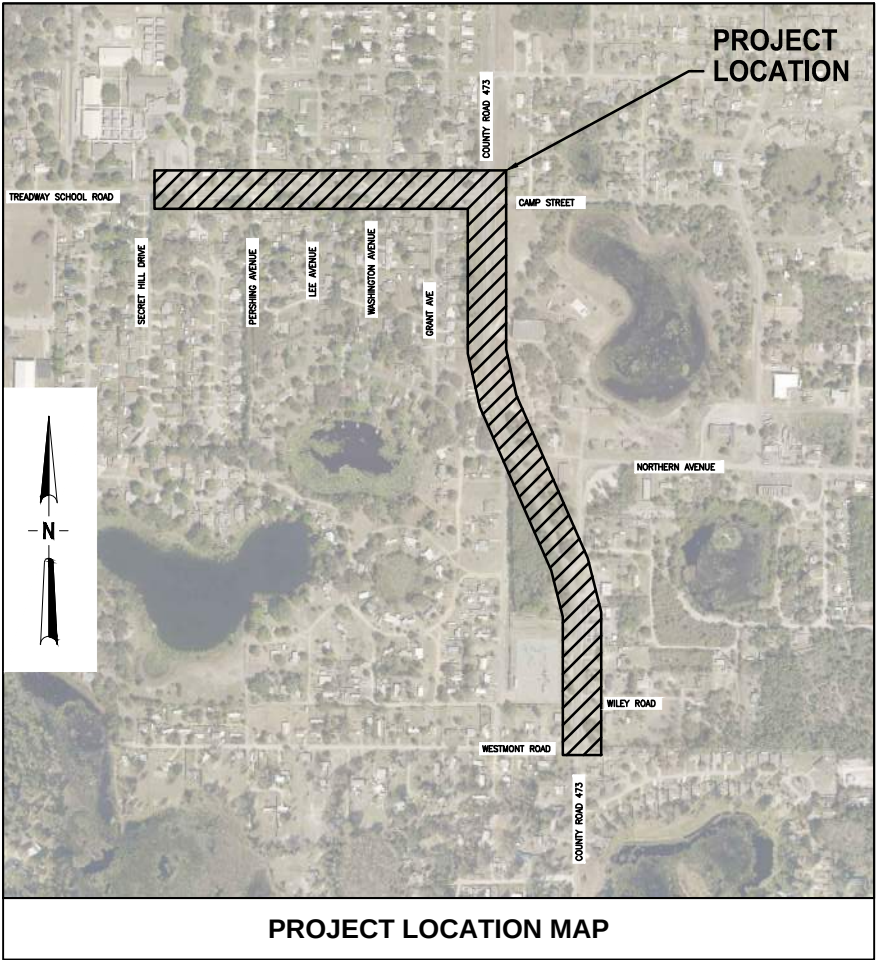
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JONES EDMUNDS
8657 BAYPINE ROAD, SUITE 300
JACKSONVILLE, FL 32256
CERTIFICATE OF AUTHORIZATION #1841
E.O.R.: KENNETH ACIE FRASER, P.E., No. 57452



PREPARED FOR:
CITY OF LEESBURG
PUBLIC WORKS DEPARTMENT
550 SOUTH 14TH STREET
LEESBURG, FLORIDA 34749

PREPARED BY:
JonesEdmunds
CERTIFICATE OF AUTHORIZATION #1841
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821



PROJECT NO: 07810-102-01

SEPTEMBER 2022

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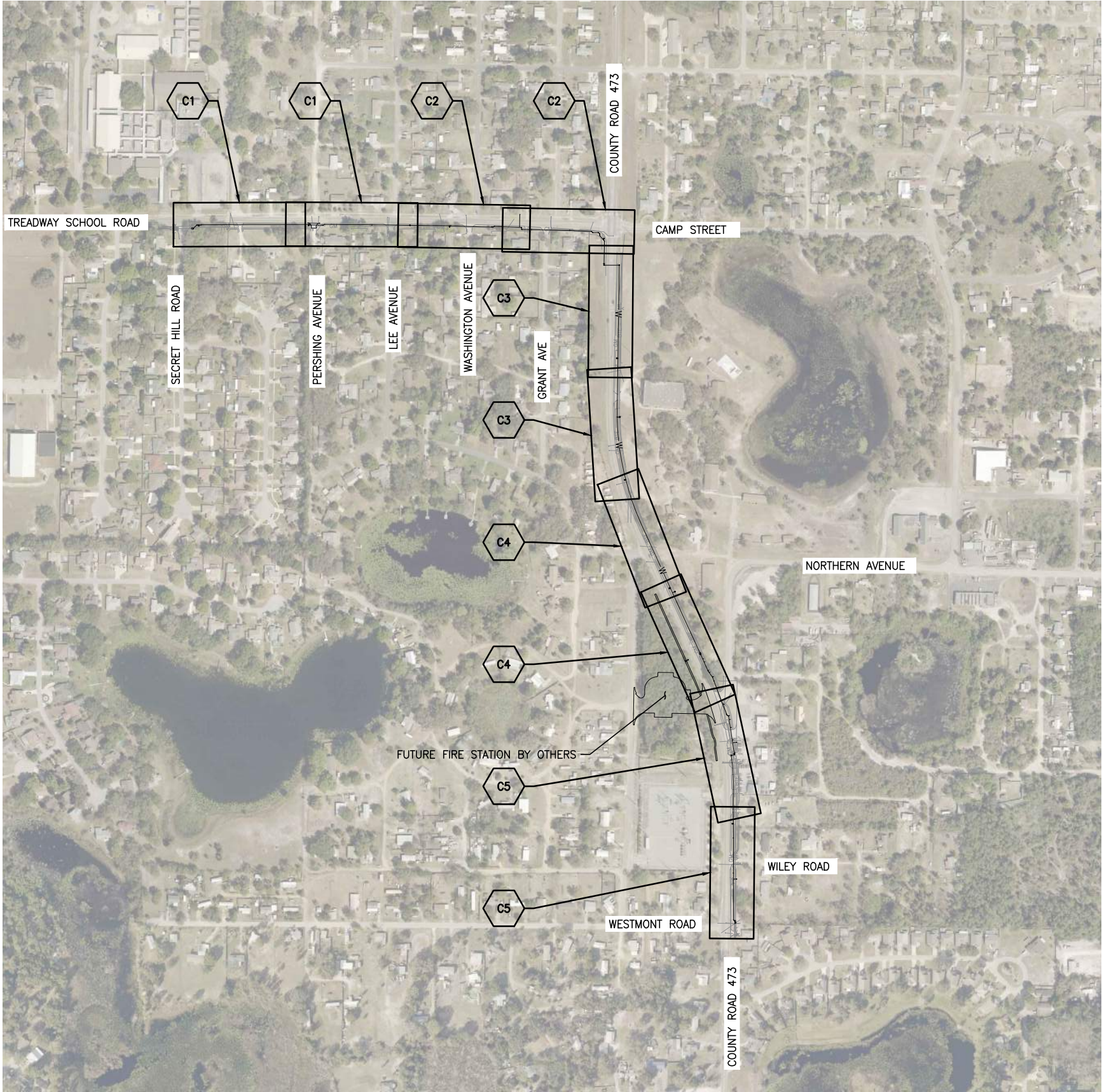
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DRAWING INDEX	
DWG NO.	TITLE
GENERAL	
G1	COVER
G2	DRAWING INDEX AND KEY MAP
G3	GENERAL NOTES
G4	CIVIL LEGEND
G5	SURVEY LEGEND AND NOTES
G6	PROJECT LAYOUT PLAN
CIVIL	
C1	WATER MAIN PLAN
C2	WATER MAIN PLAN
C3	WATER MAIN PLAN
C4	WATER MAIN PLAN
C5	WATER MAIN PLAN
C6	HORIZONTAL DIRECTIONAL DRILL PROFILES
C7	HORIZONTAL DIRECTIONAL DRILL PROFILES
C8	CIVIL AND UTILITY DETAILS
C9	CIVIL AND UTILITY DETAILS
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EROSION CONTROL	
EC1	EROSION AND SEDIMENTATION CONTROL PLAN NOTES
EC2	EROSION AND SEDIMENTATION CONTROL PLAN DETAILS
EC3	EROSION AND SEDIMENTATION CONTROL PLAN DETAILS



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DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER

JonesEdmunds
 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
 TO CR-473 WATER MAIN PROJECT

DRAWING INDEX AND KEY MAP

KENNETH A. FRASER, STATE OF FLORIDA,
 PROFESSIONAL ENGINEER, LICENSE NO. 57452
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INDEX NO:	DWG NO:
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3/16/2022 11:40 AM KFRASER

PLOTTED: 8/30/2022 10:01 AM KENNETH A. FRASER, PE										GENERAL NOTES																																													
1. THE SITE IS LOCATED WITHIN LEESBURG, FLORIDA.										23. CONTRACTOR SHALL PROVIDE EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN.																																													
2. CONTRACTOR SHALL VERIFY THE ACCURACY OF THE PROVIDED SURVEY INFORMATION TO HIS/HER SATISFACTION. CONTRACTOR IS SOLELY RESPONSIBLE FOR PROPER VERTICAL AND HORIZONTAL ALIGNMENT OF CONSTRUCTED FACILITIES AND FINISHED GRADE. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR RESTORING PROPERTY CORNERS AND LANDSURVEYING MONUMENTS WHICH MAY BE DISTURBED BY CONSTRUCTION.										24. CONTRACTOR SHALL WATER ALL PLANT MATERIAL AND SOD AT THE TIME OF PLANTING AND AS NECESSARY UNTIL MATERIAL IS ESTABLISHED.																																													
3. FIELD CONDITIONS MAY NECESSITATE SLIGHT ALIGNMENT AND GRADE DEVIATION, AS REQUIRED.										25. THE CONTRACTOR SHALL NOTIFY LAKE COUNTY OR CITY OF LEESBURG 24 HOURS IN ADVANCE OF CONSTRUCTION WITHIN THEIR RESPECTIVE RIGHT-OF-WAY OR DRAINAGE EASEMENT.																																													
4. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR TO ANY DAMAGE TO UTILITIES, STRUCTURES, AND OTHER FEATURES CAUSED BY CONSTRUCTION ACTIVITIES.										26. EXISTING MAIL BOXES SHALL BE REMOVED AND PROTECTED DURING WATER MAIN CONSTRUCTION. UPON COMPLETION OF CONSTRUCTION REMOVED MAIL BOXES SHALL BE REPLACED IN EXISTING LOCATIONS. THE CONTRACTOR IS RESPONSIBLE TO PROTECT MAIL BOXES DURING CONSTRUCTION.																																													
5. CONTRACTOR SHALL COORDINATE CONSTRUCTION SCHEDULE WITH INDIVIDUAL UTILITY COMPANIES CONCERNING RELOCATION OF UTILITIES AND ANY ADDITIONAL RELOCATIONS RESULTING FROM CONFLICTS NOT DELINEATED ON THE DRAWINGS.										27. PRIOR TO FLUSHING OF THE NEW WATER MAIN, THE LINE SHALL BE SWABBED/PIGGED. THE CONTRACTOR SHALL COORDINATE WITH THE CITY FOR THIS WORK. THE CITY SHALL PROVIDE THE PIPE SWABS/PIGS TO BE UTILIZED IN THIS WORK. COST FOR LABOR, MATERIALS AND EQUIPMENT REQUIRED TO PERFORM THE PIPE SWABBING SHALL BE INCLUDED IN THE WATER MAIN LINE ITEM.																																													
6. ALTHOUGH EXISTING UTILITIES WERE INVESTIGATED DURING DESIGN, THERE IS NO GUARANTEE THAT ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES WERE DISCOVERED AND SHOWN ON THE PLANS. CONTRACTOR SHALL FIELD LOCATE AND INCLUDE CONSIDERATION OF SUCH UTILITIES IN PLANNING AND PRIOR TO EXECUTION OF WORK.										28. NEW WATER SERVICE LINES (LONG SIDE) BENEATH EXISTING ROAD SHALL BE DRILLED. NO OPEN CUTS WILL BE ALLOWED ON ROAD FOR LONG SIDE WATER SERVICES.																																													
7. ALTHOUGH MEASUREMENTS MAY BE SHOWN ON THE DRAWINGS, CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ALL MATERIAL QUANTITIES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.										29. PROPOSED PIPE DIAMETERS ARE BASED ON DUCTILE IRON PIPE SIZE (DIPS).																																													
8. IT IS THE RESPONSIBILITY OF CONTRACTOR TO BE FAMILIAR WITH THE OSHA EXCAVATION SAFETY STANDARDS AND TO ABIDE BY THEM AS COVERED UNDER THE FLORIDA TRENCH SAFETY ACT (LAWS OF FLORIDA 90-96) EFFECTIVE OCTOBER 1, 2000.										30. THE MINIMUM COVER ON THE NEW WATER MAIN WILL BE 36-INCHES UNLESS OTHERWISE NOTED.																																													
9. CONTRACTOR SHALL HAND EXCAVATE WHEN CONSTRUCTION IS WITHIN 2 FEET OF EXISTING UTILITIES.										31. THE CONTRACTOR SHALL DISTRIBUTE DOOR-HANGERS TO NOTIFY THE ADJACENT PROPERTY OWNERS OF THE PROPOSED UTILITY CONSTRUCTION.																																													
10. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.										32. THE CONTRACTOR SHALL CONTACT/COORDINATE WITH THE LAKE COUNTY INSPECTOR AND PROPERTY OWNERS PRIOR TO SAWCUTING AND REMOVAL OF DRIVEWAYS FOR WATER MAIN CONSTRUCTION. THIS COORDINATION EFFORT SHALL INCLUDE LIMITING CONSTRUCTION ACITVITES WITHIN THE DRIVEWAY AREA TO NO MORE THAN 6 HOURS PER WORK DAY. THE CONTRACTOR SHALL UTILIZED ASPHALT MILLINGS AND/OR OTHER OWNER APPROVED TEMPORARY RESTORATION MATERIALS TO MAINTAIN DRIVEWAY ACCESS DURING NON-WORK HOURS.																																													
11. CONTRACTOR SHALL COMPLETELY SOD ALL DISTURBED AREAS, REPLACEMENT SOD SHALL MATCH EXISTING. ALL SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED.																																																							
12. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.																																																							
13. THE CONTRACTOR SHALL NOTIFY THE PROPER UTILITY REPRESENTATIVE AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO STAKE OUT AND COMMENCING EXCAVATION NEAR THE UTILITY. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES IN THE PATH OF CONSTRUCTION. THIS LOCATION SHALL BE MADE FOURTEEN (14) DAYS IN ADVANCE OF CONSTRUCTION SO ANY CONFLICTS IN CONSTRUCTION MAY BE RESOLVED.																																																							
14. THE CONTRACTOR IS RESPONSIBLE FOR BRACING, SHORING, OR PROVIDING OTHER MEANS NECESSARY TO PROTECT AND SUPPORT EXISTING STRUCTURES/UTILITIES EXPOSED OR UNEXPOSED AND SOIL SLOPES/EMBANKMENTS DURING CONSTRUCTION.																																																							
15. THE CONTRACTOR SHALL MAINTAIN VEHICLE ACCESS TO ALL PARKING AREAS, DURING THE ENTIRE CONSTRUCTION PERIOD.																																																							
16. ALL EXISTING UTILITY SYSTEMS AND SERVICES SHALL BE MAINTAINED DURING THE ENTIRE CONSTRUCTION PERIOD. IF AN OUTAGE IS REQUIRED, THE CONTRACTOR IS TO COORDINATE OUTAGE WITH THE OWNER AND APPROPRIATE UTILITY REPRESENTATIVE. DAMAGED SEWER, WATER, GAS OR OTHER UTILITIES SHALL BE REPAIRED AT ONCE BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER. ALL EXISTING SIGNS, SIDEWALKS, DRIVEWAYS, GRASSED AREAS, LANDSCAPING AND OTHER EXISTING OBJECTS ALTERED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNER.																																																							
17. CONTRACTOR TO KEEP A COPY OF THE LATEST VERSION OF FDOT DESIGN STANDARDS (DETAIL INDEXES) AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION ON-SITE DURING THE ENTIRE COURSE OF CONSTRUCTION. REFER TO THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS FOR CONSTRUCTION DETAILS AS A SUPPLEMENT TO THE INFORMATION AND DETAILS PROVIDED IN THESE CONSTRUCTION DRAWINGS.																																																							
18. SURVEY PROVIDED BY: SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 ALL AMERICAN BOULEVARD ORLANDO, FLORIDA 32810-4350 (407)-292-8580 CERT. NO. LB2108 E-MAIL: INFO@SOUTHEASTERNSURVEYING.COM																																																							
19. VERTICAL DATUM IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)																																																							
20. HORIZONTAL DATUM IS BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83), 1999 ADJUSTMENT, STATE PLAN COORDINATE SYSTEM, FLORIDA EAST ZONE.																																																							
21. CONTRACTOR SHALL OBTAIN AND RETAIN ON THE WORK SITE, COPIES OF ALL PERMITS REQUIRED FOR CONSTRUCTION.																																																							
22. CONTRACTOR SHALL PROVIDE CONTINUOUS POSITIVE OUTFALL FOR STORMWATER FLOW EITHER THROUGH OR AROUND THE WORK DURING CONSTRUCTION. TEMPORARY ROUTING SHALL BE CAPABLE OF TRANSMITTING AT LEAST THE CAPACITY OF EXISTING UTILITIES.																																																							
<table><tr><td></td><td></td><td></td><td></td><td></td><td>DESIGNED</td><td>M. HOFFMAN</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td>DRAWN</td><td>M. HOFFMAN</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td>CHECKED</td><td>K. FRASER</td></tr><tr><td>LTR.</td><td>DATE</td><td>REVISIONS</td><td>BY</td><td>APPRD.</td><td></td><td></td></tr></table>															DESIGNED	M. HOFFMAN						DRAWN	M. HOFFMAN						CHECKED	K. FRASER	LTR.	DATE	REVISIONS	BY	APPRD.			 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821		CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT				GENERAL NOTES				<table><tr><td colspan="2">KENNETH A. FRASER, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 57452 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KENNETH A. FRASER, PE. ON THE DATE INDICATED ON COVER PAGE.</td></tr><tr><td>PROJECT NO: 07810-102-01</td><td>DATE: SEP 2022</td></tr><tr><td>INDEX NO: ----</td><td>DWG NO: G3</td></tr></table>		KENNETH A. FRASER, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 57452 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KENNETH A. FRASER, PE. ON THE DATE INDICATED ON COVER PAGE.		PROJECT NO: 07810-102-01	DATE: SEP 2022	INDEX NO: ----	DWG NO: G3
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 8/6/2021 11:14 AM MHOFFMAN

PLOTTED: 8/30/2022 10:01 AM KENNETH A. FRASER, PE

LEGEND

ABBREVIATIONS

	RIGHT-OF-WAY BOUNDARY		BACTERIOLOGICAL SAMPLE POINT
	LOT LINES		ELBOW UP
	PROPERTY LINES		ELBOW DOWN
	MATCHLINE		ELBOW, 90 DEGREE
	PROPOSED EASEMENT		ELBOW, 45 DEGREE
	TEMPORARY CONSTRUCTION EASEMENT		ELBOW, 22.5 DEGREE
	WATER MAIN		ELBOW, 11.25 DEGREE
	HORIZONTAL DIRECTIONAL DRILL		TEE
	LIMITS OF FULL DEPTH CONSTRUCTION		TEE UP
	DRAWING DESIGNATION		TEE DOWN
			VALVE
			FIRE HYDRANT

ABBREV	ABBREVIATION	MFR	MANUFACTURER
AIP	ABANDONED IN PLACE	MH	MANHOLE
ALUM	ALUMINUM	MIN	MINIMUM
APP	APPROVE, APPROVED	MISC	MISCELLANEOUS
APPROX	APPROXIMATE	N	NORTHING, NORTH
BE	BWIND ELECTRIC	N/A	NOT APPLICABLE
BLD	BLIND	NE	NORTHEAST
BLDG	BUILDING	NFPA	NATIONAL FIRE
BM	BENCH MARK		PREVENTION ASSOCIATION
BT	BURIED TELEPHONE	NIC	NOT IN CONTRACT
BTM	BOTTOM	NO	NUMBER
CI	CAST IRON	NOM	NOMINAL
CFM	CUBIC FEET PER MINUTE	NTE	NOT TO EXCEED
CFR	CODE OF FEDERAL REGULATIONS	NTS	NOT TO SCALE
CFS	CUBIC FEET PER SECOND	NW	NORTHWEST
CHD	CHORD	NWL	NORMAL WATER LEVEL
CLR	CLEARANCE	#	NUMBER DESIGNATION
CNG	COMPRESSED NATURAL GAS	OC	ON CENTER
CNTRL	CONTROL	OD	OUTSIDE DIAMETER
COM	COMMUNICATION, TELEPHONE/DATA	OHE	OVERHEAD ELECTRIC
CONC	CONCRETE	OHL	OVERHEAD LINE
CONT	CONTINUOUS	OPP	OPPOSITE
C/M	CONSTRUCTION MONUMENT	OSHA	OCCUPATIONAL SAFETY AND
CTRD	CENTERED		HEALTH ADMINISTRATION
DI	DUCTILE IRON	PC	POINT OF CURVATURE
DIA	DIAMETER	PE	PLAIN END
DWG	DRAWING	PI	POINT OF INTERSECTION
E	EASTING, EAST	PIV	POINT OF VERTICAL INTERSECTION
EA	EA	POJ	PUSH ON JOINT
ELEC	ELECTRICAL	PRV	PRESSURE REDUCING VALVE
EL, ELEV	ELEVATION	PSI	POUNDS PER SQUARE INCH
EQ	EQUAL	PT	POINT OF TANGENCY
EW	EACH WAY	PVC	POLYVINYL CHLORIDE
EXIST, EX	EXISTING	R	RADIUS
EXP	EXPOSED	REF	REFERENCE (INFORMATION OBTAINED
*F	DEGREES FAHRENHEIT		FROM DRAWINGS BY OTHERS)
FBV	FLORIDA BEARING VALUE	REQ	REQUIRED
FDEP	FLORIDA DEPARTMENT OF	R/W	RIGHT OF WAY
	ENVIRONMENTAL PROTECTION	S	SLOPE
FDOT	FLORIDA DEPARTMENT OF	SAN	SANITARY SEWER
	TRANSPORTATION	SCH	SCHEDULE
FH	FIRE HYDRANT	SDR	STANDARD DIMENSION RATIO
FIG	FIGURE	SE	SQUARE FEET
FIN	FINISHED	SF	SOUTHEAST
FJ	FLANGED JOINT	SHT	SHEET
FLEX	FLEXIBLE	SIM	SIMILAR
FLG	FLANGE	SP	SUPER PAVE
FM	FORCE MAIN	SPEC	SPECIFICATIONS, SPECIFIED
FT	FOOT	SPI	STANDARD PLANS INDEX
GAL	GALLON	SQ	SQUARE
GM	GAS MAIN	SST	STAINLESS STEEL
GR	GRADE	STA	STATION
GV	GATE VALVE	STD	STANDARD
H	HIGH	STL	STEEL
HDD	HORIZONTAL DIRECTIONAL DRILL	STM	STORM
HDPE	HIGH DENSITY POLYETHYLENE	S/W	SIDEWALK
HORIZ	HORIZONTAL	SW	SOUTHWEST
HT	HEIGHT	TAN	TANGENT
HW	HIGH WATER LEVEL	TBM	TEMPORARY BENCH MARK
IE	INVERT ELEVATION	TEMP	TEMPORARY
IN	INCH	THK	THICK
INV	INVERT	TC	TOP OF CURB
L	LENGTH	TO	TOP OF
LBR	LIMEROCK BEARING RATIO	TOB	TOP OF BERM
LB	POUNDS	TOS	TOE OF SLOPE
LF	LINEAR FEET	TOW	TOP OF WALL
MAX	MAXIMUM	TYP	TYPICAL
		UL	UNDERWRITER'S LABORATORIES
		UGE	UNDERGROUND ELECTRIC
		VERT	VERTICAL
		W	WEST
		WGT	WEIGHT
		WM	WATER MAIN

DETAIL DESIGNATION

DRAWING NUMBER
DETAIL APPEARS ON
OR IS CUT ON

SPECIFIC TO THIS PROJECT
DETAIL DESIGNATION

DIRECTION OF SECTION

SECTION DESIGNATION

DRAWING NUMBER
SECTION APPEARS ON

SECTION DESIGNATION

INDICATES ONE OR
MORE SECTIONS CUT
AND SHOWN ON THE
SAME DETAIL

SECTION DESIGNATION

					DESIGNED	M. HOFFMAN		CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT	CIVIL LEGEND	KENNETH A. FRASER, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 57452 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KENNETH A. FRASER, PE. ON THE DATE INDICATED ON COVER PAGE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	PROJECT NO:	DATE:
					DRAWN	M. HOFFMAN					07810-102-01	SEP 2022
					CHECKED	K. FRASER					INDEX NO:	DWG NO:
LTR.	DATE	REVISIONS	BY	APPRD.							----	G4

BID DOCUMENTS

Y:\07810-LEESBURG\PROJECTS\102-01-TREADWAY-WATERMAIN-PROJECT\CAD\DWGS\GENERAL\07810-102-01_G5.DWG

8/11/2021 1:57 PM MHOFFMAN

8/30/2022 10:02 AM KENNETH A. FRASER, PE

DESCRIPTION:

A PORTION OF SECTION 11, 13 & 14, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LYING IN LAKE COUNTY, FLORIDA.

SURVEYOR'S REPORT:

- UTILITY LOCATIONS SHOWN HEREON ARE BASED ON FIELD LOCATIONS OF MARKINGS BY SOUTHEASTERN SURVEYING & MAPPING CORP. FIELD MARKINGS ARE BASED ON SIGNALS RECEIVED FROM GROUND PENETRATING RADAR (GPR) AND ELECTRONIC EQUIPMENT. LOCATIONS ARE APPROXIMATE AND TEST HOLES SHOULD BE PERFORMED FOR VERIFICATION.
- EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
- MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
- THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
- UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
- SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND FLORIDA STATUTE 472.025.
- FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- VERTICAL INFORMATION SHOWN HEREON REFERS TO LAKE COUNTY COUNTY CONTROL POINT "LK 47", AND HAS A PUBLISHED ELEVATION OF 77.58 FEET NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
- HORIZONTAL POSITIONS FOR ALL FEATURES SHOWN ON THE MAP ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAD83), 1999 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. CONTROL POINT(S) USED FOR THIS SURVEY ARE NATIONAL GEODETIC SURVEY (NGS) POINTS "ROOF", PID NUMBER AA1809. DISTANCES SHOWN ARE GRID DISTANCES.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
- IMPROVEMENTS AND TOPOGRAPHIC FEATURES SHOWN HEREON ARE LIMITED TO AREAS PER SPECIFIC INSTRUCTIONS OF THE CLIENT.
- RIGHT OF WAY INFORMATION SHOWN HEREON WAS DETERMINED BY FOUND MONUMENTATION, RECORDED PLATS, RECORDED RIGHT OF WAY MAPS, AND INFORMATION OBTAINED ON THE LAKE COUNTY PROPERTY APPRAISERS WEB SITE. NO RIGHT OF WAY DOCUMENTATION WAS PROVIDED BY CLIENT.

NOTICE OF LIABILITY:

THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

LEGEND & ABBREVIATIONS:

	= BURIED ELECTRIC PEDESTAL		= WIRE FENCE
	= BURIED TELEPHONE PEDESTAL		= CHAINLINK FENCE
	= CONCRETE MONUMENT		= WOOD FENCE
	= COMBINATION UTILITY POLE		= VINYL FENCE
	= ELECTRIC FIXTURE		= BURIED ELECTRIC LINE
	= DOWN GUY		= BURIED FIBER OPTIC LINE
	= IRON ROD		= BURIED TELEPHONE LINE
	= NAIL W/DISC		= GAS MAIN
	= IRON PIPE		= OVERHEAD UTILITY LINE
	= UTILITY POLE		= WATER LINE
	= POST/BOLLARD		= SANITARY SEWER
	= NON-TRAFFIC SIGN		= UNKNOWN UTILITY LINE
	= TRAFFIC SIGN		= REINFORCED CONCRETE PIPE
	= UTILITY MARKER		= EDGE OF PAVEMENT
	= WATER METER		= EDGE OF CONCRETE
	= WATER VALVE		= END OF INFORMATION
	= MAIL BOX		= NORTH AMERICAN DATUM
	= ELECTRIC SERVICE METER		= NORTH AMERICAN VERTICAL DATUM
	= BURIED CABLE TV PEDESTAL		= SOUTHEASTERN SURVEYING & MAPPING CORPORATION
	= MITERED END SECTION		

SIZE SHOWN IS TRUNK DIAMETER IN INCHES MEASURED AT CHEST HEIGHT

	= TREE
	= OAK
	= CITRUS
	= MAPLE
	= ORANGE
	= HOLLY
	= PODOCARPUS
	= SPRUCE

TEST HOLE DATA TABLE

TEST HOLE	STATION	OFFSET	ING ELEV	TOP PIPE ELEV	PIPE DESCRIPTION
1	0+48	7.3' L	75.1	72.1	4-1/2" COATED STEEL GM
2	13+72	7.8' R	82.1	78.8	4-1/2" COATED STEEL GM
3	19+24	37.0' L	76.4	73.4	2-1/2" COATED STEEL GM
4	36+08	9.9' R	75.2	72.4	2-1/2" COATED STEEL GM
5	38+23	2.5' L	75.9	72.0	4" METAL GM

TEST HOLE DATA IS FROM SUBSURFACE UTILITY ENGINEERING TEST HOLE REPORTS PROVIDED BY SOUTHEASTERN SURVEYING, DATED 3/29/2021.

LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED	
DRAWN	
CHECKED	

JonesEdmunds

730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

SURVEY LEGEND AND NOTES

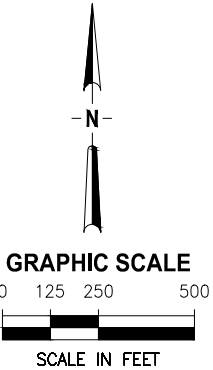
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PROJECT NO: 07810-102-01	DATE: SEP 2022
INDEX NO: ----	DWG NO: G5

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8 7 6 5 4 3 2 1
PLOTTED: 8/30/2022 10:02 AM KENNETH A. FRASER, PE



LTR.	DATE	REVISIONS	BY	APPRD.

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DRAWN	M. HOFFMAN
CHECKED	K. FRASER



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CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

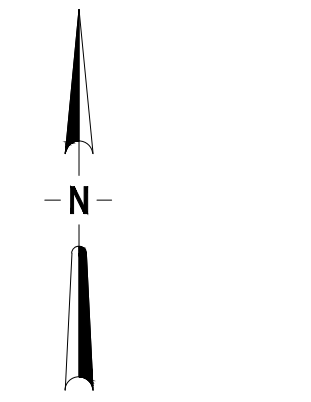
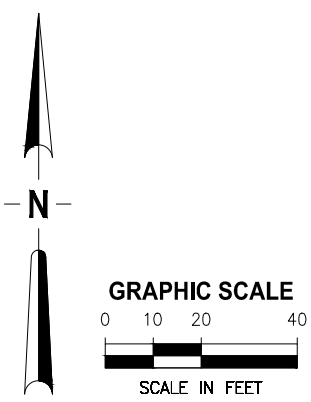
PROJECT LAYOUT PLAN

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PROJECT NO:	DATE:
07810-102-01	SEP 2022
INDEX NO:	DWG NO:
----	G6

BID DOCUMENTS



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DRAWN	<u>M HOFFMAN</u>
CHECKED	<u>K FRASER</u>

CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT

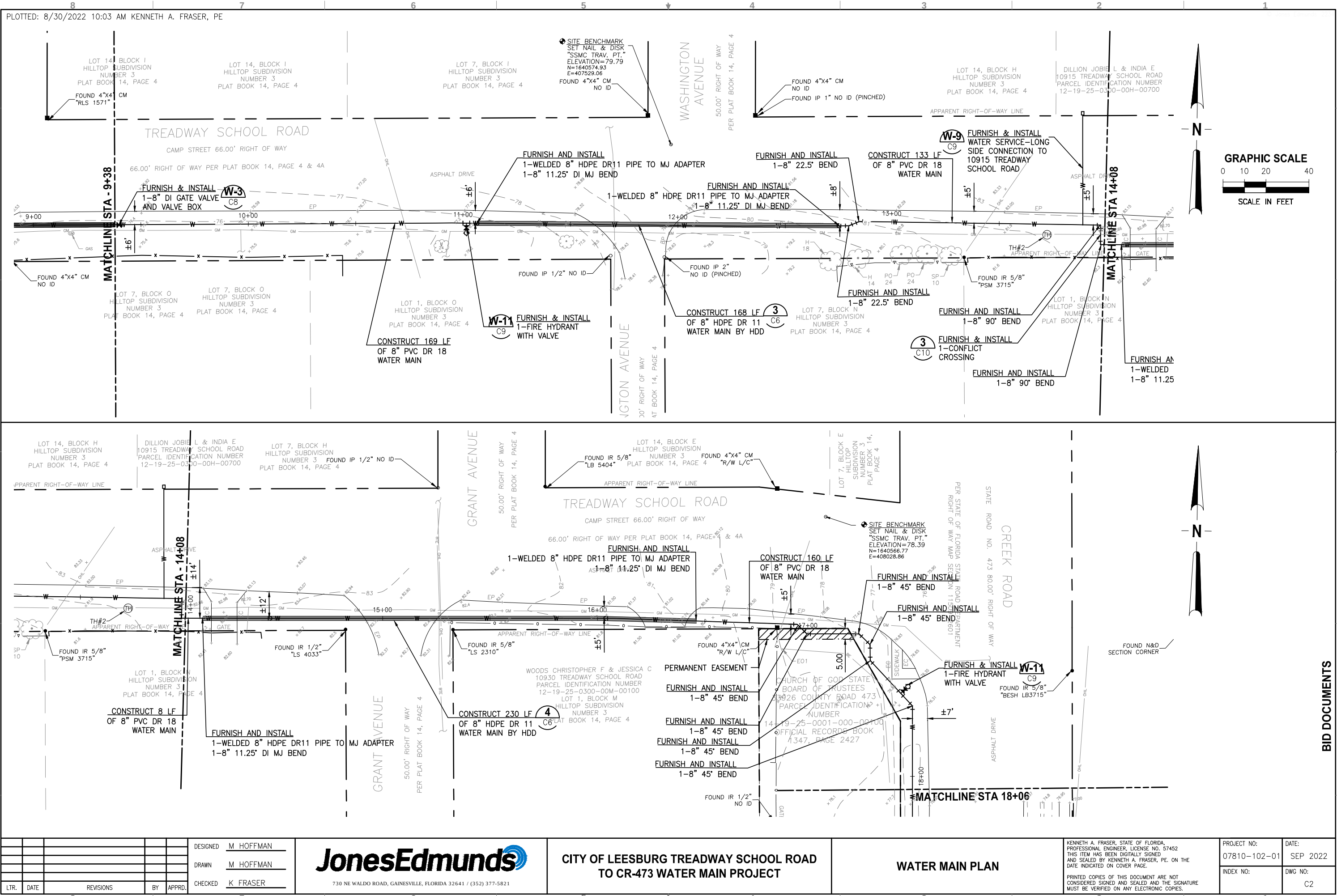
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PROJECT NO: 07810-102-01	DATE: SEP 2022
INDEX NO:	DWG NO: C1

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SAVED: 8/30/2022 9:59 AM KFRASER



					DESIGNED	<u>M. HOFFMAN</u>
					DRAWN	<u>M. HOFFMAN</u>
LTR.	DATE	REVISIONS	BY	APPRD.	CHECKED	<u>K. FRASER</u>



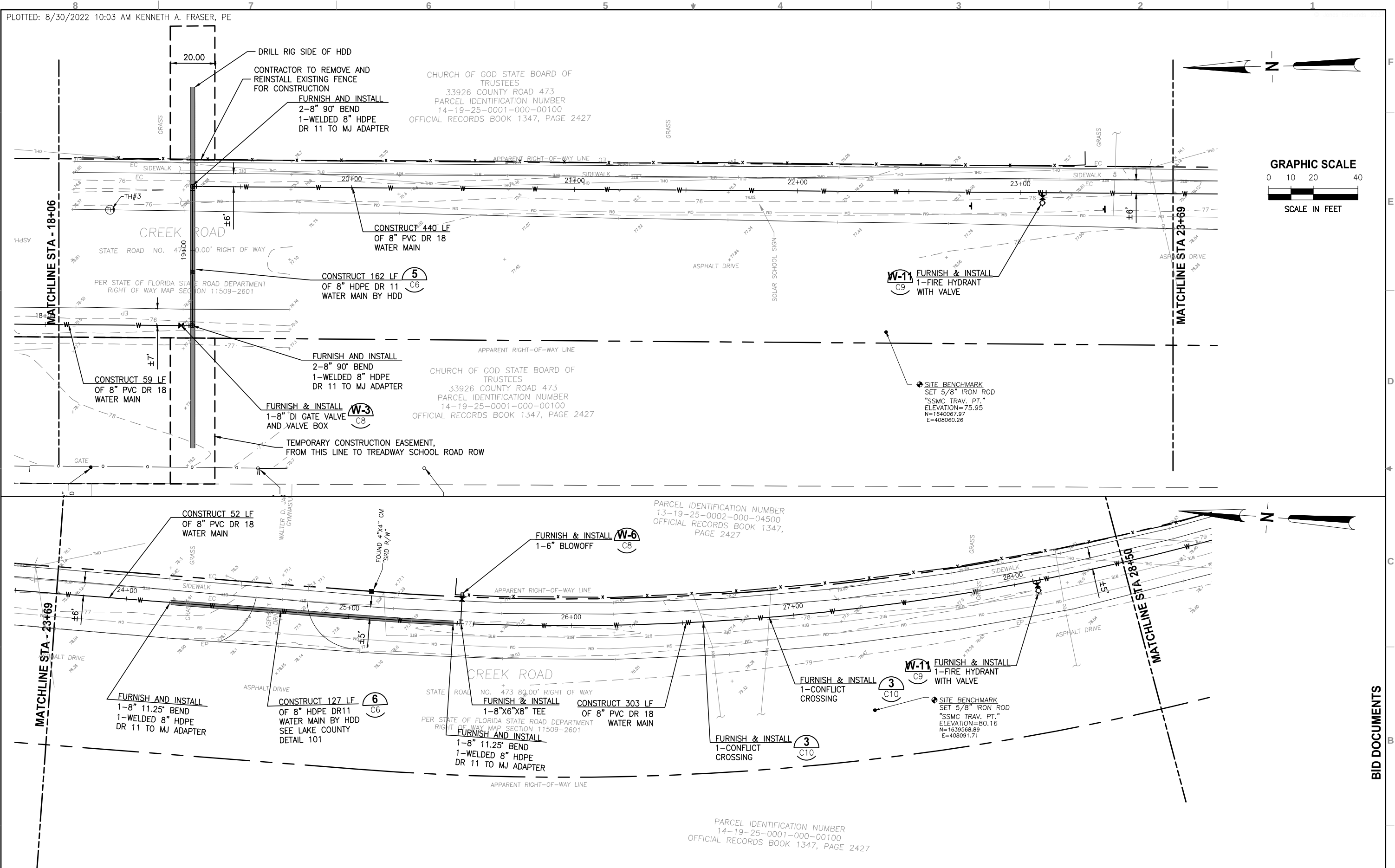
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CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

WATER MAIN PLAN

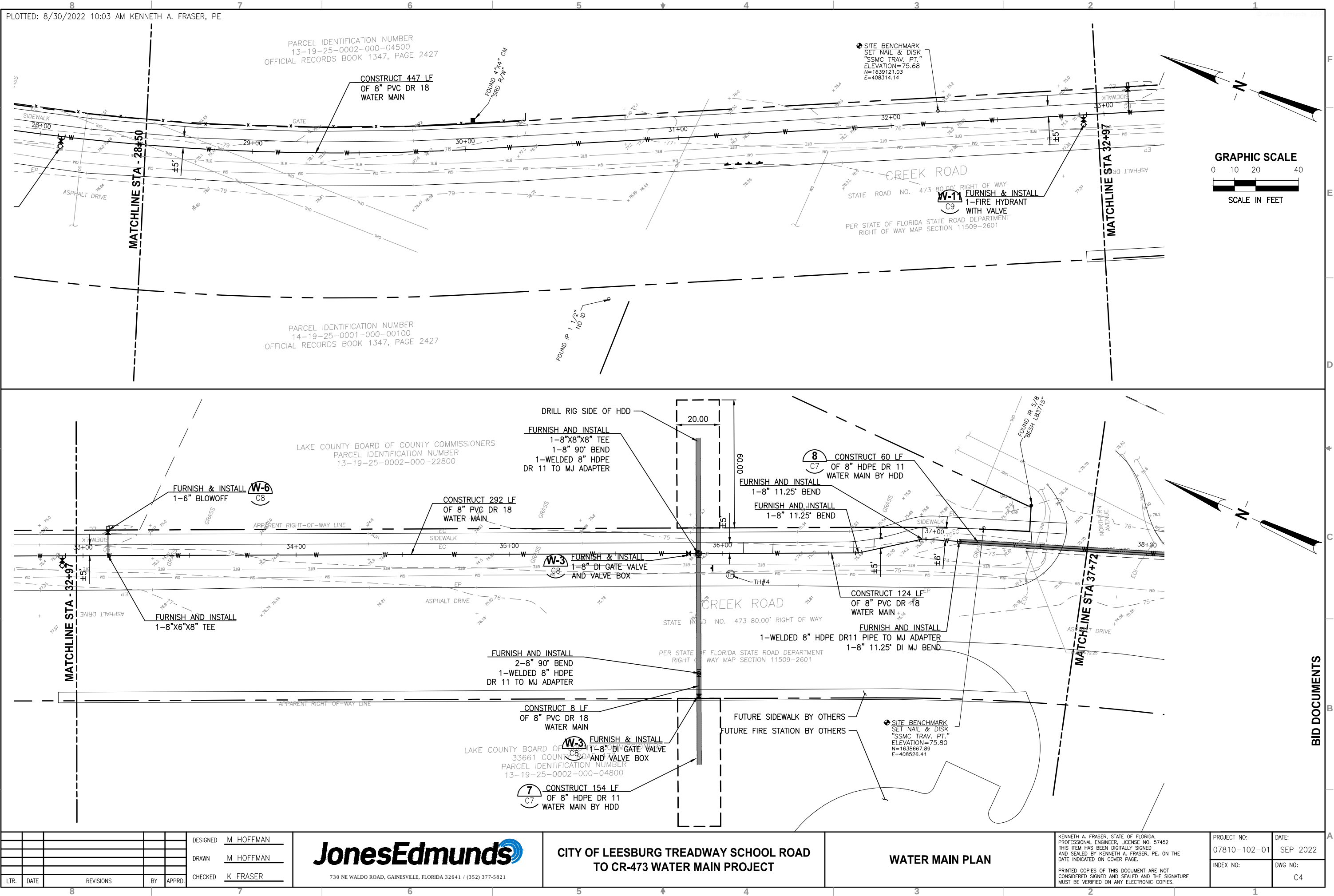
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LTR.	DATE	REVISIONS	BY	APPRD.	

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER

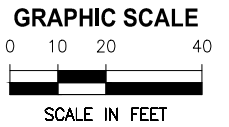


730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

WATER MAIN PLAN

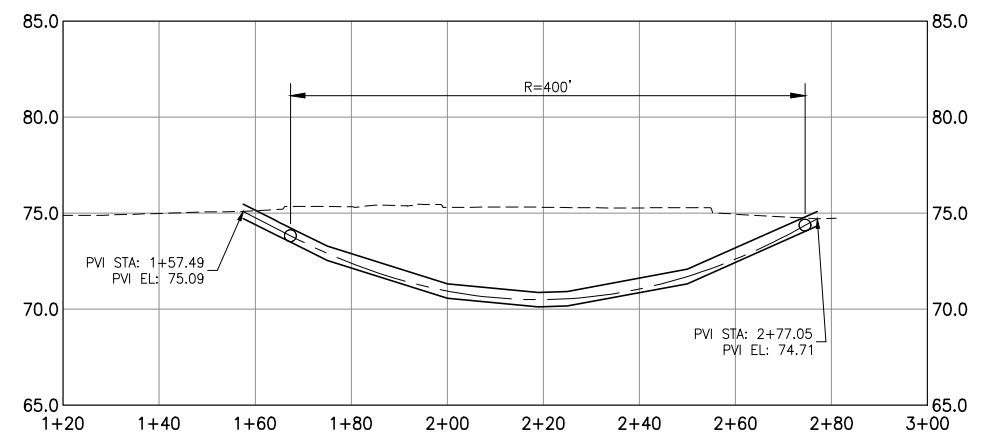
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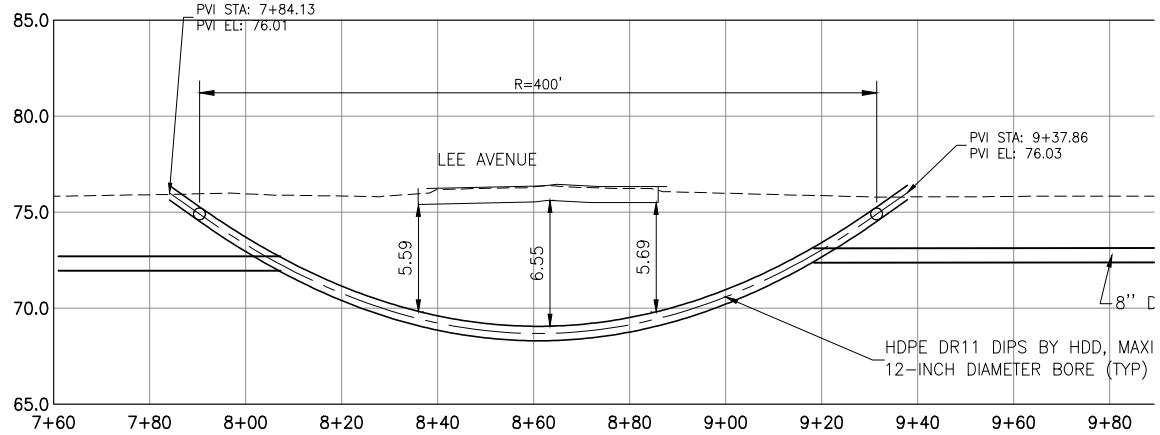
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	INDEX NO:	DWG NO: C5

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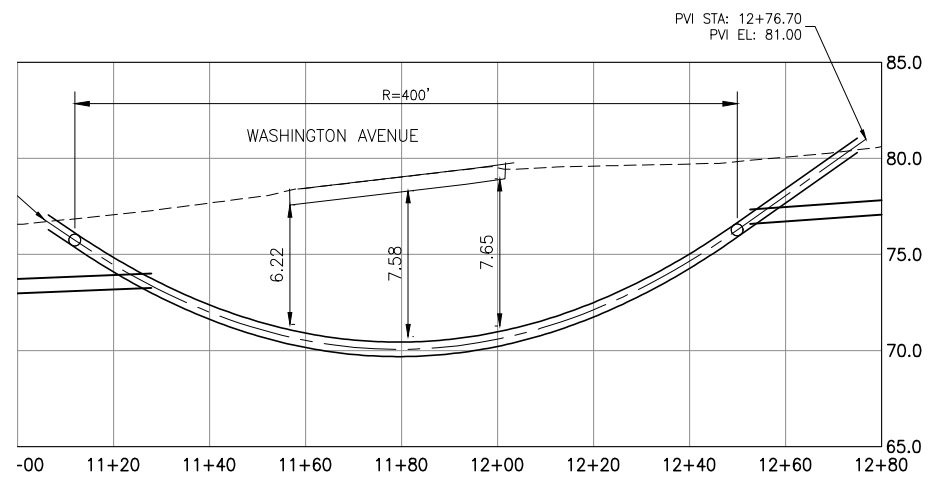
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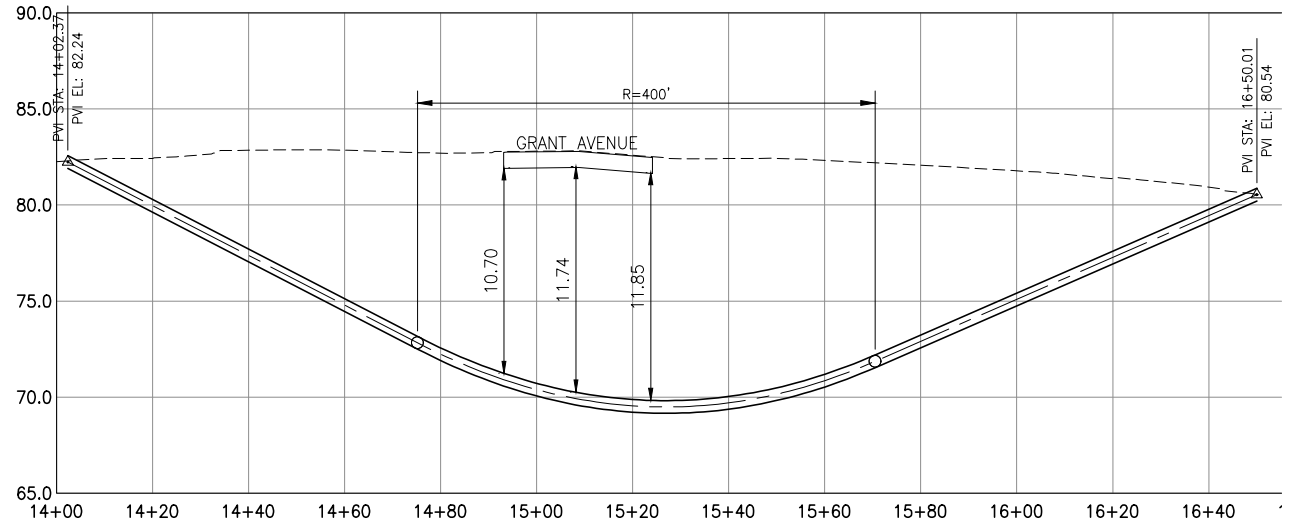
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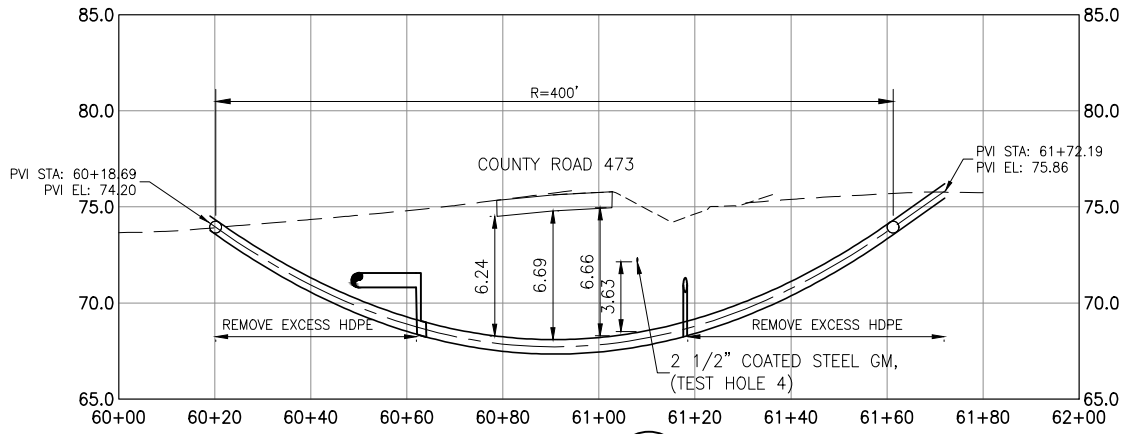
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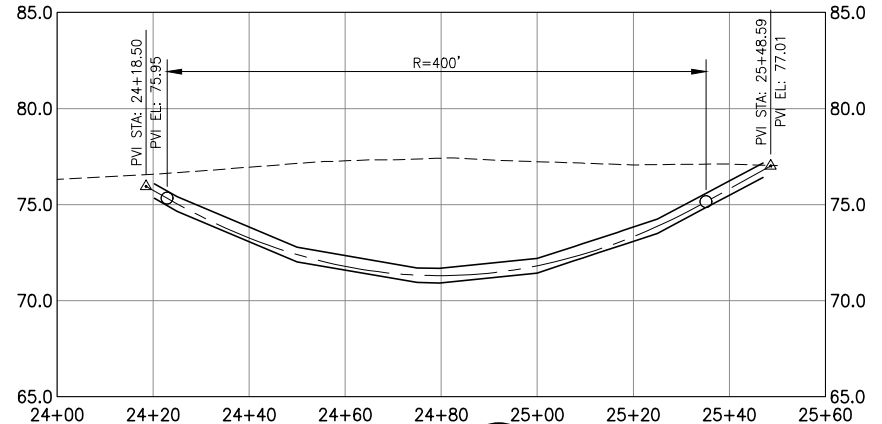
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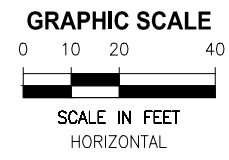
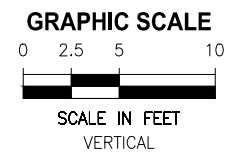
HDD 4
 C2



HDD 5
 C3



HDD 6
 C3



LTR.	DATE	REVISIONS	BY	APPRD.	

DESIGNED	M. HOFFMAN
DRAWN	M. HOFFMAN
CHECKED	K. FRASER

JonesEdmunds
 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
 TO CR-473 WATER MAIN PROJECT

HORIZONTAL DIRECTIONAL DRILL
 PROFILES

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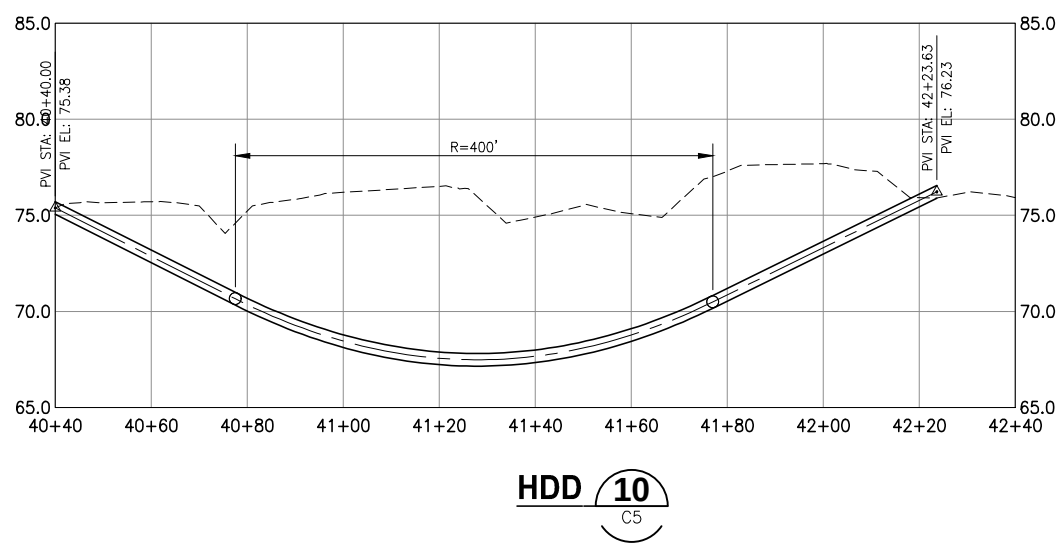
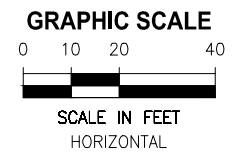
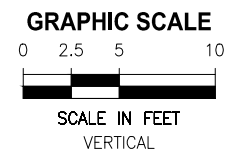
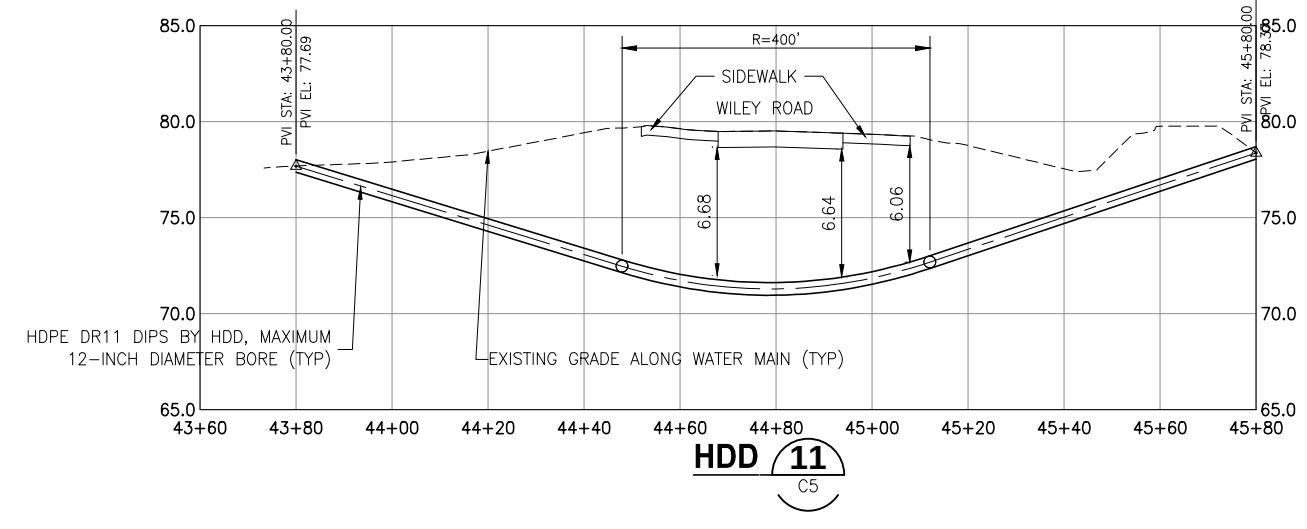
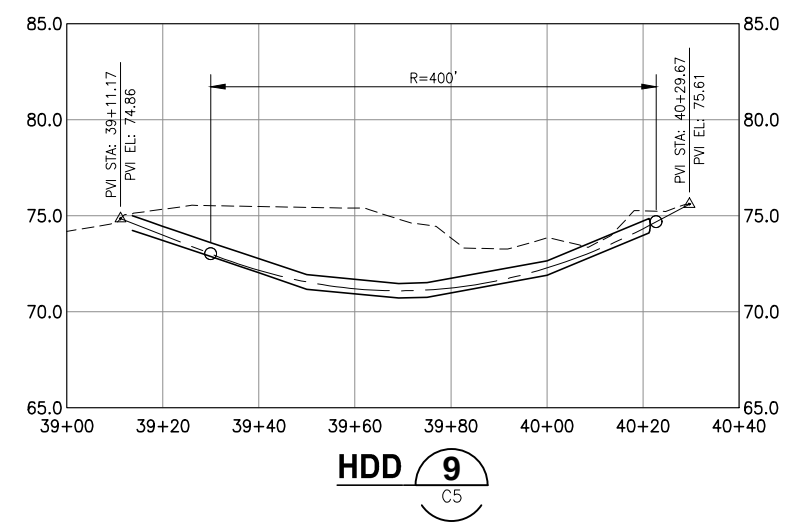
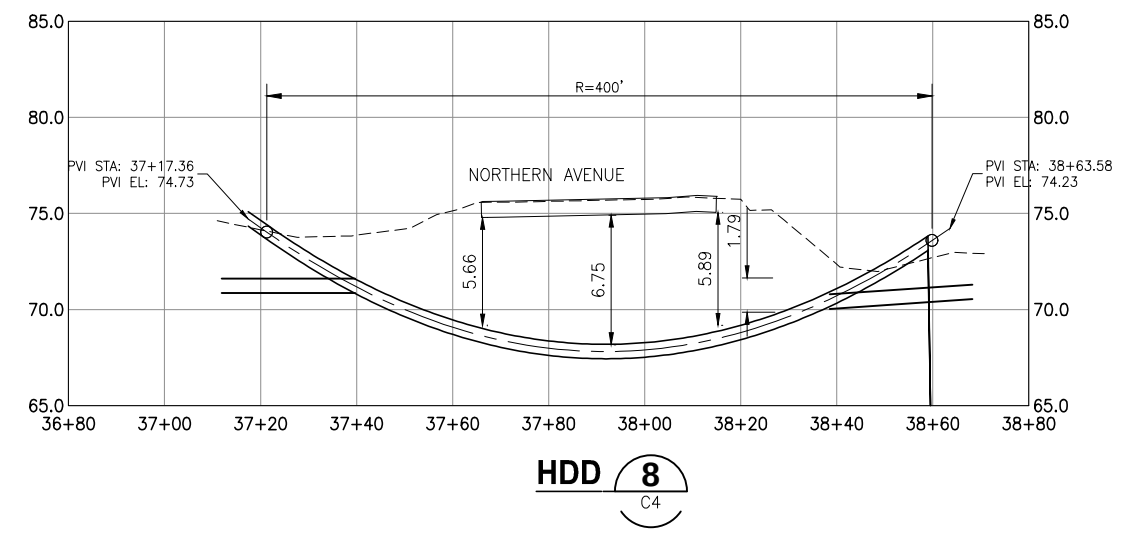
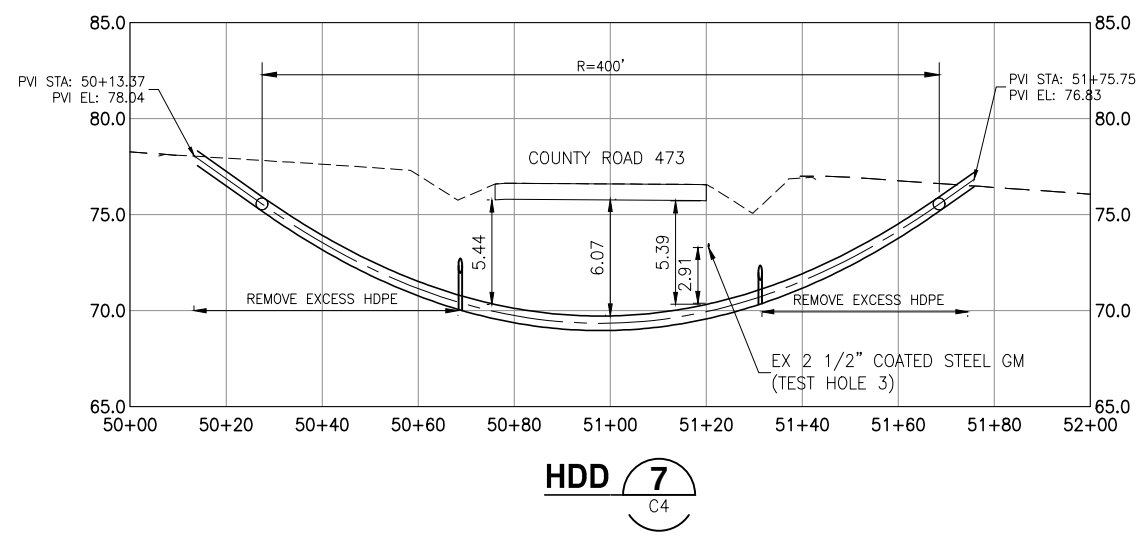
PROJECT NO:	07810-102-01	DATE:	SEP 2022
INDEX NO:		DWG NO:	C6

BID DOCUMENTS

Y:\07810-LEESBURG\PROJECTS\102-01-TREADWAY-WATERMAIN-PROJECT\CAD\DWGS\CIVIL\07810-102-01_PROFILES.DWG

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DRAWN	M. HOFFMAN
CHECKED	K. FRASER

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

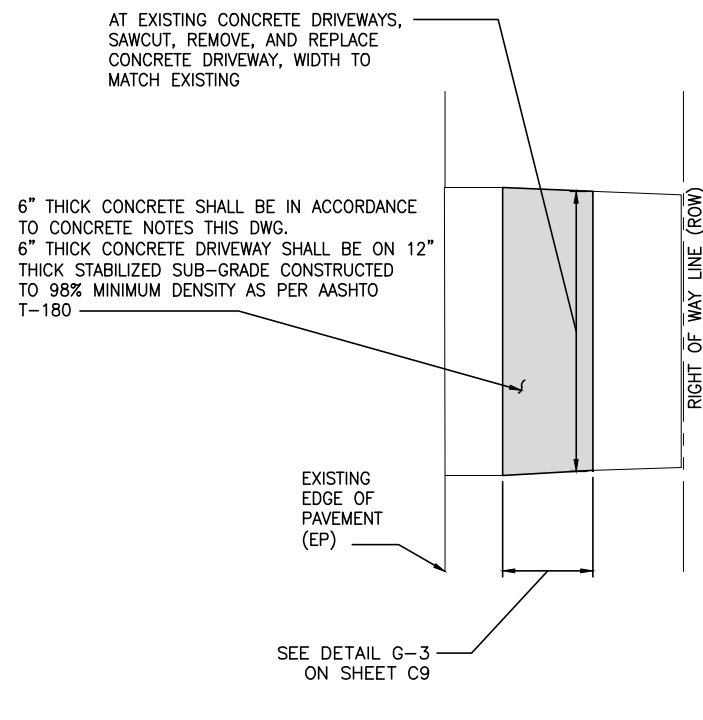
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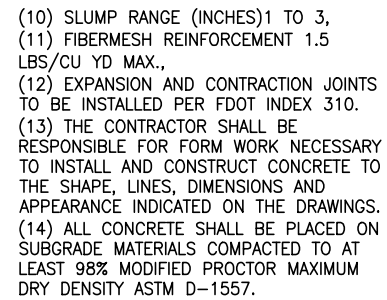
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PROJECT NO:	07810-102-01	DATE:	SEP 2022
INDEX NO:		DWG NO:	C7

BID DOCUMENTS



DRIVEWAY AND SIDEWALK REPAIR SECTION 1



(10) SLUMP RANGE (INCHES) 1 TO 3,
(11) FIBERMESH REINFORCEMENT 1.5
LBS/CU YD MAX.,
(12) EXPANSION AND CONTRACTION JOINTS
TO BE INSTALLED PER FDOT INDEX 310.
(13) THE CONTRACTOR SHALL BE
RESPONSIBLE FOR FORM WORK NECESSARY
TO INSTALL AND CONSTRUCT CONCRETE TO
THE SHAPE, LINES, DIMENSIONS AND
APPEARANCE INDICATED ON THE DRAWINGS.
(14) ALL CONCRETE SHALL BE PLACED ON
SUBGRADE MATERIALS COMPACTED TO AT
LEAST 98% MODIFIED PROCTOR MAXIMUM
DRY DENSITY ASTM D-1557.

15' MIN. TYPE S-III OVERLAY,
25' EACH WAY FROM THE EDGE
OF CUT, MATCHING EXISTING ASPHALT
AND TO SUIT THE CITY REPRESENTATIVE

C/L

2 1/2" FDOT TYPE S-III ASPHALT
IN 2 LIFTS

MIN. 1/2" THICK (OR EQUAL TO
EXISTING BASE IF THICKER) IN
TOP 4 LIFTS & BASE COMPACTION EACH LIFT
ASHTO. 1-100, PRIMEED & SANDED

12" MIN.

WIDTH VARIES WITH
SIZE OF PIPE
(MAX. = O.D. + 40")

12" MIN.

NOTE:
THERE SHALL BE NO PARTIAL LANE
REPAIRS; ALL LINES ADJUSTED
SHALL BE REPAIRED TO NEXT
LANE OF ROAD EDGE

NOTE:
THIS STANDARD DOES NOT APPLY
TO CUTS THAT FALL WITHIN LANES
OF TRAVEL IF THE CUT IS LESS
THAN 4 TOTAL SQUARE FEET

NOTE:
THIS STANDARD DOES NOT APPLY
TO CUTS THAT ARE LESS THAN 2'
INTO ROAD WAY AND ARE LESS
THAN 4 TOTAL SQUARE FEET

6" MIN.
6" MAX.

6" MIN.
6" MAX.

PIPE

12" MAX. LIFTS

BACKFILLED & COMPACTED

CLEAN EARTH BACKFILL FROM
ORIGINAL MATERIAL OR SAND
CLAY MIX IN 12" LIFTS TO
95% COMPACTION
EACH LIFT IN EACH LANE.

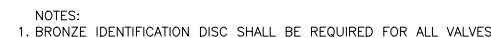
UNDISTURBED EARTH

ASPHALT PAVEMENT

NOTE: EXISTING SURFACE AND BASE TO BE

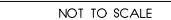
NTS

- ### GENERAL WATER NOTES



NOT TO SCALE

DETAIL W-4



DETAIL W-6

DESIGNED M HOFFMAN
DRAWN M HOFFMAN
CHECKED K FRASER



CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT

CIVIL AND UTILITY DETAILS

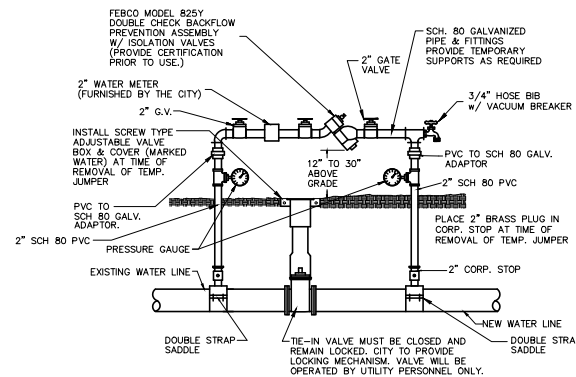
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INDEX NO:	DWG NO: C8	

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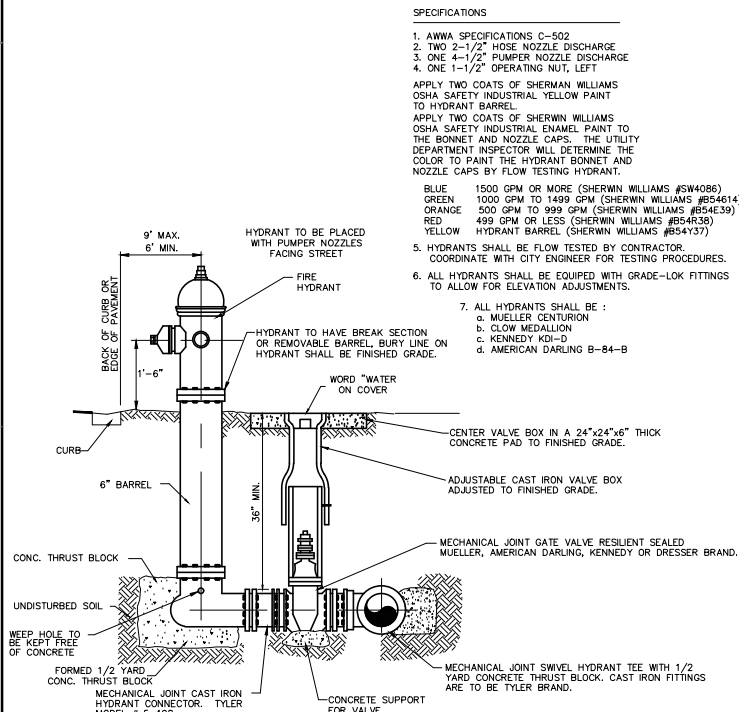


TEMPORARY JUMPER CONNECTION DETAIL

NOT TO SCALE

NOTE: LOCATION TO BE DETERMINED AT TIME OF PRECONSTRUCTION CONFERENCE W/ CITY.

DETAIL W-7



FIRE HYDRANT WITH VALVE

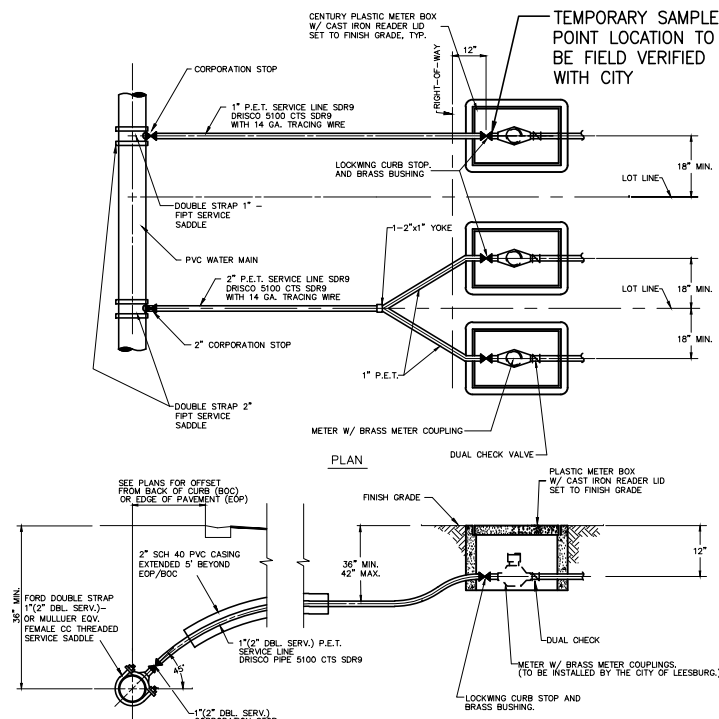
NOT TO SCALE
(STANDARD FIRE HYDRANT ASSEMBLY)

DETAIL W-11

TEMPORARY JUMPER CONNECTION NOTES

- A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
 - THE DETAILS TO BE USED FOR FILING ANY WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" DIAMETER (2.5 FPS MINIMUM VELOCITY) AND FOR PULLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILING, FLUSHING, TESTING AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND OTHER PERTINENT AGENCIES HAS BEEN RECEIVED. THE JUMPER CONNECTION SHALL ALSO BE USED TO MAINTAIN A MINIMUM PRESSURE OF 20 psi IN THE NEW MAINS ALL THE TIME AFTER DISINFECTION AND UNTIL THE FDEP CLEARANCE LETTER IS OBTAINED. ADEQUATE THRUST BLOCKING AND/OR RESTRAINTS SHALL BE PROVIDED TEMPORARILY, AS REQUIRED. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH AWWA C551, 1992 EDITION. THIS TAPPING SLEEVE AND THE EXTERIOR OF THE MAIN TO BE TAPPED SHALL BE DISINFECTED BY SPRAYING OR SWABBING PER SECTION II OF AWWA C561-92.
 - FLUSHING OF 10" DIAMETER AND LARGE WATER MAINS MAY BE DONE THROUGH THE TIE-IN VALVE, IN THE PRESENCE OF THE UTILITY DEPT. THE UTILITY DEPARTMENT WILL NOTIFIED IN WRITING 48 HOURS PRIOR TO THE FLUSHING OF SAID MAINS.
- THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:
- THE TIE-IN VALVES SHALL BE OPERATED AND PRESSURE TESTED IN THE PRESENCE OF THE UTILITY COMPANY AND ENGINEER TO VERIFY WATER TIGHTNESS PRIOR TO THE TIE-IN. VALVES WHICH ARE NOT WATER TIGHT SHALL BE REPLACED OR A NEW VALVE INSTALLED IMMEDIATELY ADJACENT TO THE LEAKING VALVE.
 - THE TEMPORARY JUMPER CONNECTION SHALL BE CONSTRUCTED AS DETAILED. THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW WATER MAIN AND FOR PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING OF THE NEW MAIN AS REQUIRED BY THE FDEP PERMIT.
 - FLUSHING SHALL NOT BE ATTEMPTED DURING PEAK DEMAND HOURS OF THE EXISTING WATER MAIN.
 - ALL DOWNSTREAM VALVES IN THE NEW SYSTEM MUST BE OPEN PRIOR TO OPENING THE TIE-IN VALVE.
 - PROVIDE FOR AND MONITOR THE PRESSURE AT THE TIE-IN POINT, THE PRESSURE IN THE EXISTING MAIN MUST NOT DROP BELOW 35 psi.
 - TIE-IN VALVE SHALL BE OPENED A FEW TURNS ONLY, ENSURING A PRESSURE DROP ACROSS THE VALVE IS ALWAYS GREATER THAN 10 psi.
 - THE TIE-IN VALVE SHALL BE LOCKED CLOSED BY THE CITY UNTIL FLUSHING BEGINS.
 - THE TIE-IN VALVE SHALL BE OPENED ONLY A FEW TURNS FOR FLUSHING OF THE NEW MAIN. THE PROCEDURE SHALL BE DIRECTED BY THE CITY AND OBSERVED BY THE ENGINEER.
 - AFTER FLUSHING, THE TIE-IN VALVE SHALL BE CLOSED AND LOCKED IN THE CLOSED POSITION BY THE CITY.
- THE CONTRACTOR SHALL PROVIDE DOCUMENTATION DEMONSTRATING THAT THE DOUBLE CHECK BACKFLOW PREVENTION DEVICE HAS BEEN TESTED WITHIN ONE YEAR AT THE TIME OF INSTALLATION AND IS IN GOOD WORKING ORDER AT THE TIME OF INSTALLATION. THE TEST SHALL BE PERFORMED BY A QUALIFIED BACKFLOW PREVENTION TECHNICIAN.
 - EXCEPT AS REQUIRED TO FLUSH LINES OF GREATER THAN 8" IN DIAMETER, THE TIE-IN VALVE SHALL REMAIN CLOSED AND SHALL BE LOCKED IN THE CLOSED POSITION BY THE CITY. THE TIE-IN VALVE SHALL REMAIN LOCKED CLOSED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR USE BY FDEP AND ALL OTHER PERTINENT AGENCIES.
 - UPON RECEIPT OF CLEARANCE FOR USE FROM FDEP AND ALL OTHER PERTINENT AGENCIES, THE CONTRACTOR SHALL REMOVE THE JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND PLUGGED WITH 2" BRASS PLUGS.
 - ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE FITTINGS, VALVE, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

DETAIL W-8



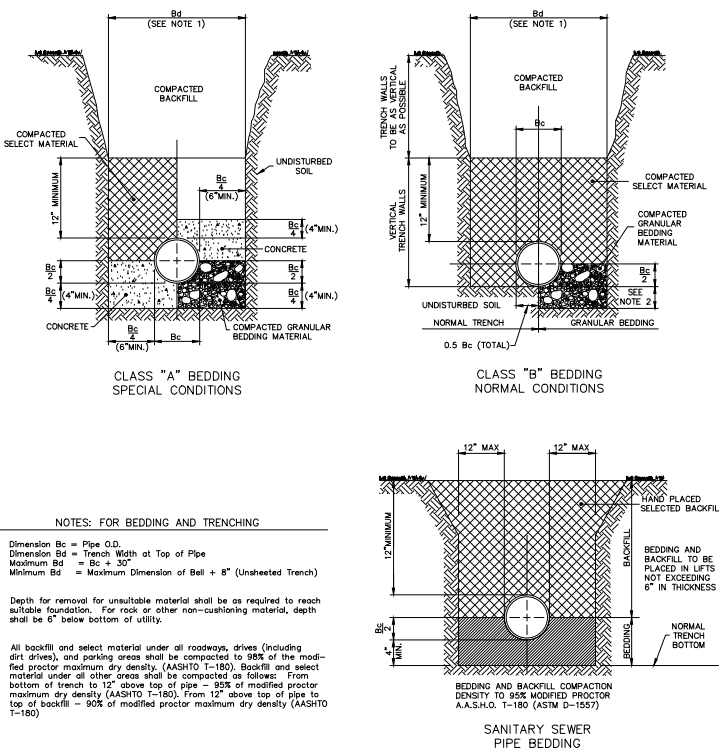
WATER SERVICE CONNECTION DETAILS

NOT TO SCALE

(NOTE: METERS TO BE INSTALLED BY CITY OF LEESBURG.)

FOR MORE DETAIL REGARDING LONG SIDE SERVICE CONNECTION

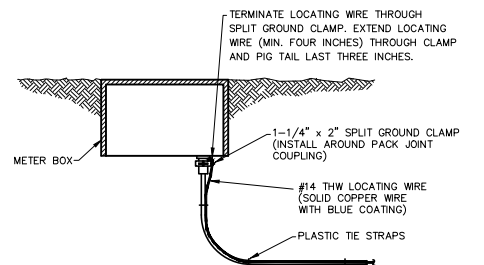
DETAIL W-9



BEDDING DETAILS

NOT TO SCALE

DETAIL G-3



SERVICE AND METER

NOT TO SCALE

DETAIL W-10

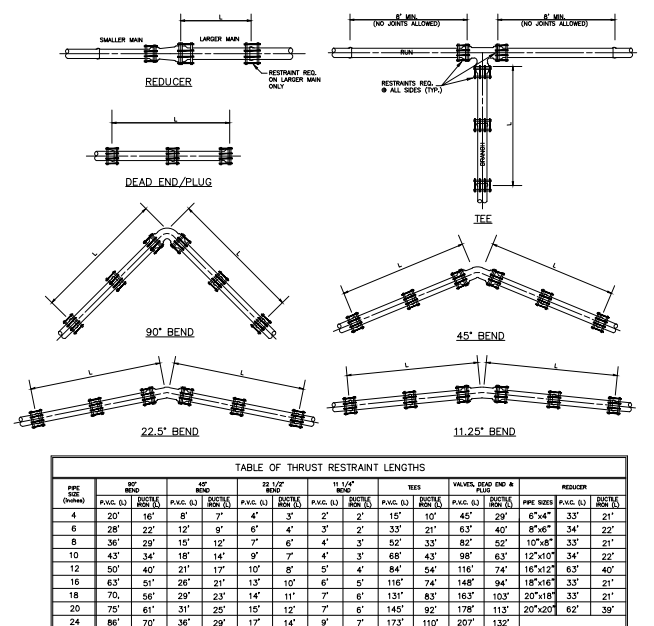


TABLE OF THRUST RESTRAINT LENGTHS											
PIPE SIZE (INCHES)	24" BELL		30" BELL		36" BELL		42" BELL		48" BELL		REDUCER
	P.V.C. (L)	BACKFILL (L)	P.V.C. (L)	BACKFILL (L)	P.V.C. (L)	BACKFILL (L)	P.V.C. (L)	BACKFILL (L)	P.V.C. (L)	BACKFILL (L)	
4	20'	16'	8'	7'	4'	3'	2'	2'	15'	10'	45'
6	28'	22'	12'	9'	6'	4'	3'	2'	33'	21'	63'
8	36'	29'	15'	12'	7'	6'	4'	3'	52'	33'	82'
10	43'	34'	18'	14'	9'	7'	4'	3'	68'	43'	98'
12	50'	40'	21'	17'	10'	8'	5'	4'	84'	54'	116'
16	63'	51'	26'	21'	13'	10'	6'	5'	116'	74'	148'
18	70'	56'	29'	23'	14'	11'	7'	6'	131'	83'	163'
20	75'	61'	31'	25'	15'	12'	7'	6'	145'	92'	178'
24	86'	70'	36'	29'	17'	14'	9'	7'	173'	110'	207'

- THRUST RESTRAINT DESIGN NOTES
- RESTRAINT JOINTS, FITTINGS, & VALVE REQUIREMENTS CALCULATED BY THE THRUST RESTRAINT DESIGN PROGRAM PROVIDED BY UNI-FLANGE, THE FORD METER BOX COMPANY, INC.
 - DATA BASED ON MAX. PRESSURE OF 150 P.S.I., THE UNIFIED SOIL CLASSIFICATION SYSTEM (SOIL TYPE SP), THE PIPE BEDDED IN NATIVE SOIL w/ A MINIMUM OF 2'5" COMPACTED FILL OVER THE PIPE, AND USING A SAFETY FACTOR OF 1.5 FOR THE DATA.
 - ALL FITTINGS & VALVES SHALL HAVE RESTRAINTED JOINTS PER SPECIFICATIONS & ALL BELL & SPIGOT JOINTS TO BE RESTRAINTED WITH A RESTRAINTING HARNESS WITHIN THE REQUIRED LENGTH OF RESTRAINTED PIPE (L).
 - THRUST BLOCKS SHALL BE USED ONLY AS SPECIFIED BY PROJECT ENGINEER.

THRUST RESTRAINT DETAILS

NOT TO SCALE

DETAIL G-6

DESIGNED M. HOFFMAN
DRAWN M. HOFFMAN
CHECKED K. FRASER

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

CIVIL AND UTILITY DETAILS

KENNETH A. FRASER, STATE OF FLORIDA,
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 KFRASER
 8/30/2022 10:00 AM

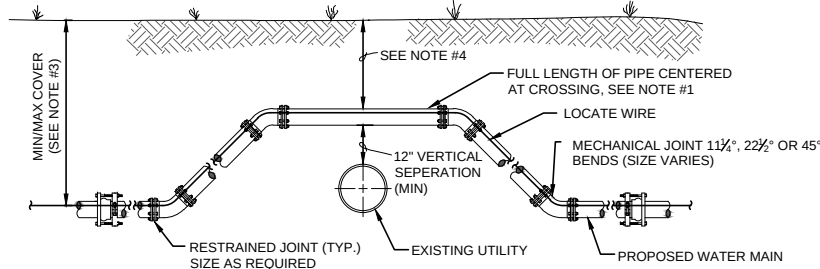
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 PLOTTED: 8/30/2022 10:04 AM KENNETH A. FRASER, PE

LOCATION OF PUBLIC WATER SYSYEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	Water Main 3 ft. minimum	Water Main 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	Water Main Alternate 3 ft. minimum
Vacuum Sanitary Sewer	Water Main 10 ft. preferred 3 ft. minimum	Water Main 12 inches preferred 6 inches minimum	Water Main Alternate 3 ft. minimum
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	Water Main 10 ft. preferred 6 ft. minimum (3)	Water Main 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	Water Main Alternate 6 ft. minimum
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

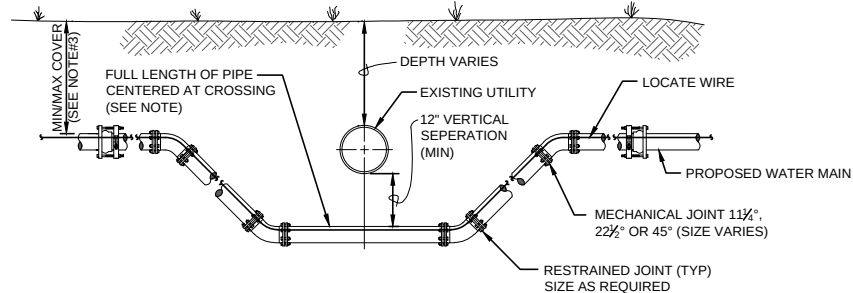
- (1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
- (2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
- (3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
- (4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer - This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.



NOTES:

- THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557.
- MINIMUM VERTICAL SEPARATION IS REQUIRED TO BE A MINIMUM OF 12" OUTSIDE TO OUTSIDE OF PIPE.
- THE COVER FOR PIPING SHALL BE 36" MINIMUM AND 60" MAXIMUM, UNLESS APPROVED BY CITY OF LEESBURG.



NOTES:

- THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D 1557
- MINIMUM VERTICAL SEPARATION IS REQUIRED TO BE A MINIMUM OF 12" OUTSIDE TO OUTSIDE OF PIPE.
- THE COVER FOR PIPING SHALL BE 36" MINIMUM AND 60" MAXIMUM, UNLESS APPROVED BY CITY OF LEESBURG.

CONFLICT CROSSING

NTS

3

LTR.	DATE	REVISIONS	BY	APPRD.	

DESIGNED **M. HOFFMAN**

DRAWN **M. HOFFMAN**

CHECKED **K. FRASER**

JonesEdmunds

730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

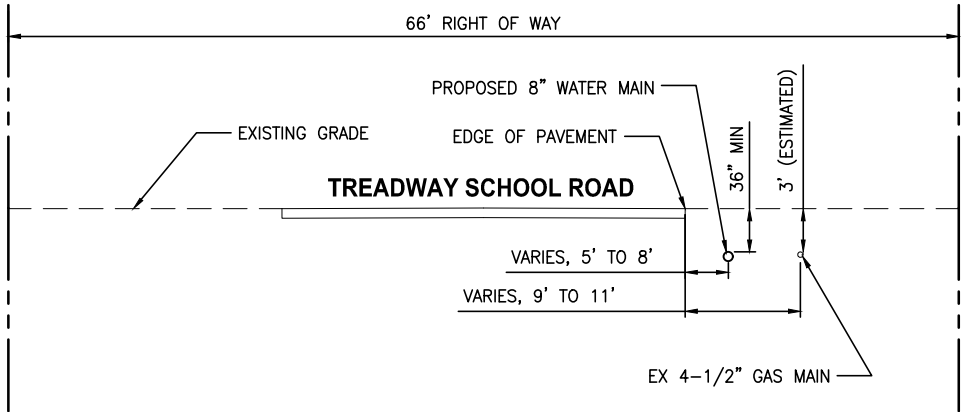
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TO CR-473 WATER MAIN PROJECT

CIVIL AND UTILITY DETAILS

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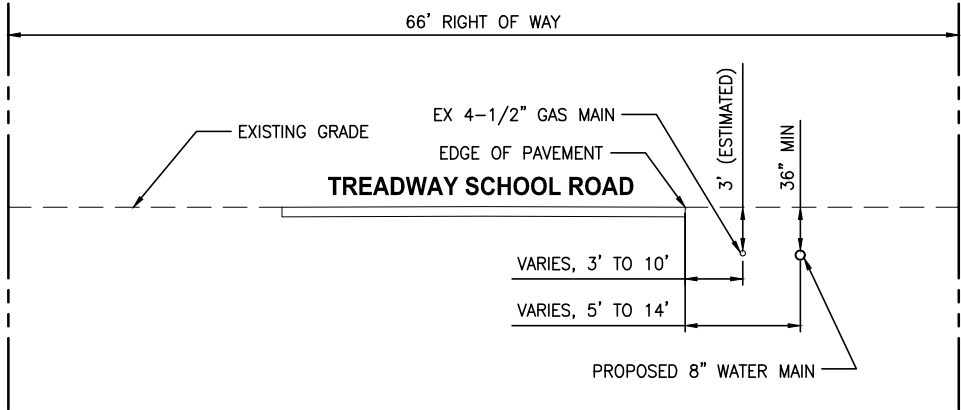
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PROJECT NO: 07810-102-01	DATE: SEP 2022
INDEX NO:	DWG NO: C10



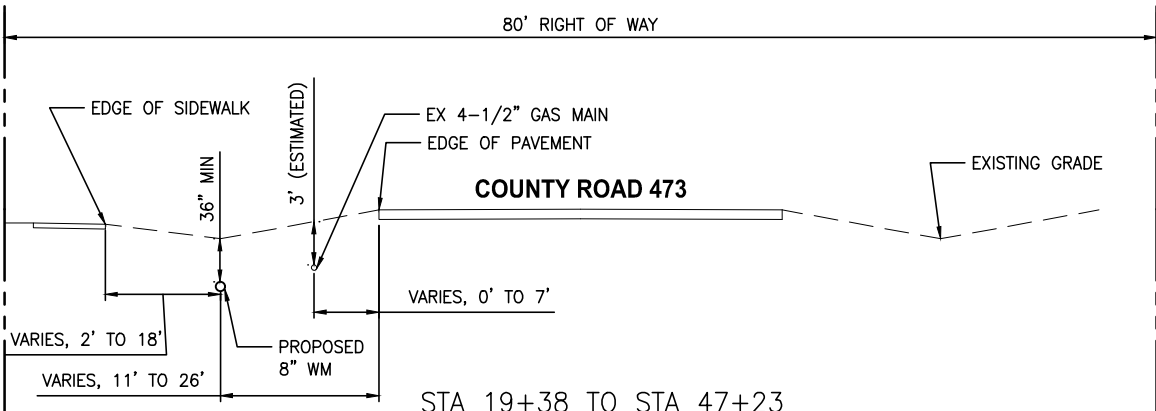
NOTES:

- CONTRACTOR TO MAINTAIN MINUMUM OF 3 FEET SEPARATION BEWTEN PROPOSED WATER MAIN AND EXISTING GAS MAIN.



NOTES:

- CONTRACTOR TO MAINTAIN MINUMUM OF 3 FEET SEPARATION BEWTEN PROPOSED WATER MAIN AND EXISTING GAS MAIN.

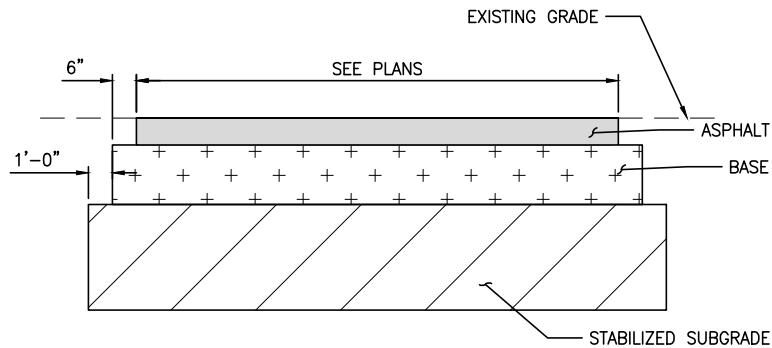


LAKE COUNTY ROW UTILIZATION
TYPICAL SECTIONS

NTS

NOTES:

- CONTRACTOR TO MAINTAIN MINUMUM OF 3 FEET SEPARATION BEWTEN PROPOSED WATER MAIN AND EXISTING GAS MAIN.



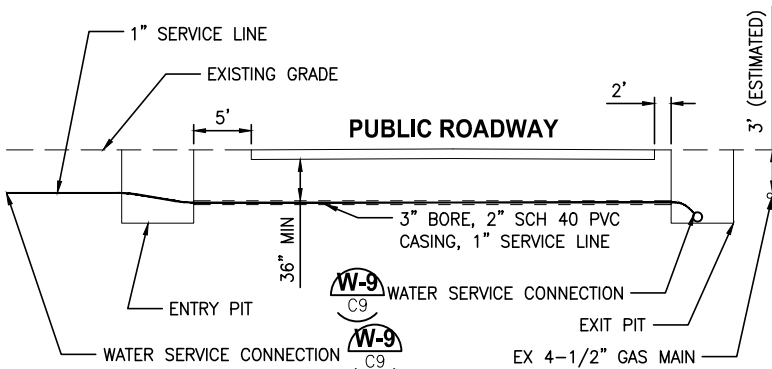
PAVEMENT SECTION DETAILS

- 1-1/2" SP-9.5 (FDOT SPEC 334)
- 8" LIMEROCK BASE (2-4" LIFTS, 98% MIN DENSITY - AASHTO T-180)
- 12" STABILIZED SUBGRADE (98% MIN DENSITY - AASHTO T-180)

PAVEMENT

NTS

4
C1

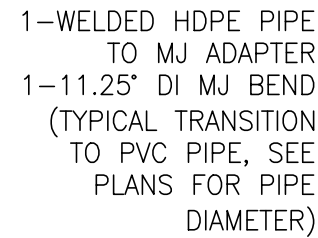


WATER SERVICE CONNECTION
LONG SIDE-BORING DETAIL

NTS

5
C1

BID DOCUMENTS



PLAN

HORIZONTAL MINIMUM CLEARANCES

RIGHT TURN LANE EDGE OF PAVEMENT
PROPOSED HDD ALIGNMENT
ENTRY PIT
EXISTING RIGHT-OF-WAY
EXISTING UTILITY
5' MINIMUM
RECEIVING PIT
EXISTING RIGHT-OF-WAY

PROFILE

VERTICAL MINIMUM CLEARANCES

36" MINIMUM DEPTH
LENGTH OF HDD
PAVED ROADWAY SURFACE
EXISTING UTILITY
18" MINIMUM CLEARANCE
RECEIVING PIT
STANDARD TRENCH DEPTH
SEE TABLE FOR REQUIRED DEPTH
PROPOSED HDD ALIGNMENT

1. ANY WORK WITHIN PUBLIC RIGHT-OF-WAY REQUIRES AN APPROVED RIGHT-OF-WAY UTILIZATION PERMIT.
2. ALL HDD INSTALLATION ACTIVITIES SHALL BE IN ACCORDANCE WITH THE FLORIDA D.O.T. UTILITY ACCOMMODATIONS MANUAL UNLESS APPROVED OTHERWISE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION OF AFFECTED AGENCIES AND COORDINATION WITH ALL UTILITIES PRIOR TO CONSTRUCTION.
4. ALL CONSTRUCTION MATERIALS, INCLUDING DRILLING FLUID, SHALL BE REMOVED FROM THE SITE PRIOR TO RESTORATION OF DISTURBED AREAS.
5. ALL RESTORATION WORK SHALL BE IN ACCORDANCE WITH LAKE COUNTY STANDARDS AND PERMIT REQUIREMENTS.
6. FOR PIPE DIAMETER GREATER THAN 18", DEPTH "D" WILL BE AS APPROVED BY LCPW.
7. ALL DIRECTIONAL DRILL SHALL BE INSTALLED MONDAY THROUGH THURSDAY ONLY. NO WORK PERMITTED FRIDAY, SATURDAY OR SUNDAY.
8. NO EXCAVATION IS PERMITTED WITHIN 5' OF EDGE-OF-PAVEMENT (EOP). IF NECESSARY WITHIN 5', NEED APPROVAL BY THE COUNTY & TRENCH SHEETING WITH ASSOCIATED M.O.T. PLAN REQUIRED. EXCAVATION WITHIN 2' OF EOP IS NOT PERMITTED.

NOTE:

- A. ANY PIPE DIAMETER GREATER THAN 12" SHALL HAVE A DEPTH "D" CALCULATED ACCORDING TO REAMER DIAMETER.
- B. REAMER DIAMETER SHALL BE IN ACCORDANCE WITH CURRENT FOOT U.A.M. CRITERIA (3.16.9.1).
- C. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY AND ALL DAMAGES TO COUNTY ROADWAYS, AT NO COST TO THE COUNTY, DUE TO DIRECTIONAL DRILLING OPERATION.

NOT TO SCALE
REV. JAN 2019



101



SECTION

DESIGNED	M HOFFMAN
DRAWN	M HOFFMAN
CHECKED	K FRASER

730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CIVIL AND UTILITY DETAILS

INDEX NO:	DWG NO: C11
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PLOTTED: 8/30/2022 10:05 AM KENNETH A. FRASER, PE

NARRATIVE

1. DESCRIPTION OF CONSTRUCTION ACTIVITY:
INSTALLATION OF WATER MAIN FROM TREADWAY SCHOOL ROAD TO CR 473 AT WESTMONT ROAD.. PROJECT IS LOCATED IN LEESBURG, LAKE COUNTY, FLORIDA. (SEE INSET MAP ON COVER SHEET)

WORK INCLUDES CLEARING, GRUBBING, TRENCHING, AND PAVING FOR CONSTRUCTION OF: WATER MAIN

2. SITE AREA INFORMATION:
STORMWATER FLOW CONSISTS OF OFFSITE FLOW ALONG BOTH SIDES OF THE ROADWAYS AND ONSITE FLOW FROM THE ROADWAYS. THE SITE DRAINS ALONG BOTH SIDES OF THE ROADWAYS THAT CONVEYS WATER TO THE PIPED STORMWATER SYSTEM WHICH OUTFALLS TO BIG SOOEY. BIG SOOEY RECEIVES RUNOFF FROM THE SURROUNDING AREA AND CONVEYS IT TO CRACKER BRANCH.
TOTAL DISTURBANCE AREA = +/- 1.6 ACRES
RUNOFF CURVE NUMBERS FOR DISTURBED AREAS:
BEFORE CN = VARIES
AFTER CN = VARIES

3. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE FLOW OF STORMWATER THROUGH THE PROJECT LIMITS.

4. THE CONTRACTOR SHALL MODIFY THE CONSTRUCTION SEQUENCE TO MAINTAIN THE FLOW OF STORMWATER THROUGH OR AROUND THE PROJECT IN A MANNER THAT MAINTAINS THE WATER QUALITY AND COMPLIES WITH PERMIT REQUIREMENTS. PUMPING OF STORMWATER, AND DEWATERING, MAY BE NECESSARY WITHIN AND/OR BETWEEN CONSTRUCTION PHASES AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY PUMPING SHALL BE CONSIDERED INCIDENTAL TO THE EARTHWORK OPERATION.

5. THE CONTRACTOR SHALL REVIEW THE PROPOSED CONSTRUCTION SEQUENCE AND SUBMIT A LETTER CONFIRMING AGREEMENT WITH THE PROPOSED SEQUENCE TO THE OWNER, OR PROPOSING A DIFFERENT SEQUENCE FOR REVIEW AND APPROVAL BY THE ENGINEER.

6. PROPOSED CONSTRUCTION SEQUENCE:

MOBILIZATION/PRE-GRADING

- SUBMIT DETAILED SEDIMENT AND EROSION CONTROL PLAN TO FDEP FOR APPROVAL.
- BEGIN TURBIDITY MONITORING.
- COMPLETE AND SUBMIT NOTICE OF INTENT (NOI) TO FDEP FOR CONSTRUCTION NPDES PERMIT.
- POST AND MAINTAIN NOI, ENVIRONMENTAL RESOURCE PERMIT, AND COUNTY PERMITS ONSITE IN SECURE BULLETIN BOARD.
- INSTALL SILT FENCES, FILTER BARRIER, TURBIDITY BARRIERS, AND OTHER BMPs AS NEEDED ALONG WORK LIMITS.

SITE WORK: DEWATER AS NEEDED, CONTROL SEDIMENT AND TURBIDITY IN DISCHARGE.

- 2.1 INSTALL SILT FENCES, FILTER BARRIER, AND OTHER BMPS AS NEEDED.
- 2.2 BEGIN CLEARING AND GRUBBING
- 2.3 BEGIN EARTHWORK OPERATIONS
- 2.4 CONSTRUCT WATER MAIN AND INCIDENTAL ITEMS
- 2.6 REMOVE SILT FENCES, FILTER BARRIER, AND OTHER BMPS.

AFTER GRADING

- FINAL SODDING AND SITE RESTORATION
- REMOVE ACCUMULATED SEDIMENT FROM SEDIMENT TRAPS.
- REMOVE ACCUMULATED SEDIMENT ABOVE PLAN FINISHED GRADES AND ALL TEMPORARY EROSION CONTROL MEASURES
- RE-VEGETATE ALL DISTURBED AREAS AS NECESSARY

STARTUP AND COMPLETION OF CONSTRUCTION

- COMPLETE AND SUBMIT NOTICE OF TERMINATION TO FDEP

7. DESCRIPTION OF THE SOILS AND AN IDENTIFICATION OF THOSE THAT ARE HIGHLY ERODIBLE:
8 - CANDLER SAND
45 - TAVARES SAND

8. AFFECTED DRAINAGE AREAS AND MAJOR DISCHARGE POINTS:
DEAD RIVER (WBID 2817C), CROSS CULVER UNDER CR 473

9. LATITUDE AND LONGITUDE OF EACH MAJOR DISCHARGE POINT:
CROSS CULVERT - 28°50'18.67"N, 81°46'23.90"W

10. NAMES OF RECEIVING WATER(S):
DEAD RIVER (WBID 2817C)

11. DESCRIPTION OF PROPOSED POLLUTION CONTROL MEASURES OR BMPs:
 A. EROSION AND SEDIMENT CONTROL PRACTICES
 FILTER BARRIER, SILT FENCE, SODDING, ARTIFICIAL COVERINGS, AND SAND BAGGING.
 B. STRUCTURAL PRACTICES
 N/A
 C. DEWATERING PRACTICES
 THE FOLLOWING DEWATERING CONTROL PRACTICES MAY BE USED IN THIS PROJECT:
 I. SOCK DRAINS
 II. DEWATERING TRENCHES
 III. SKIMMERS & SKIMMER PUMPS
 IV. SEDIMENT CONTAINMENT FILTER BAGS

12. ESTIMATED CONSTRUCTION SCHEDULE:
START DATE = TBD
COMPLETION DATE = TBD
STABILIZATION SCHEDULE
PERIMETER CONTROLS = BEGINNING OF PROJECT
CLEARING AND GRUBBING = THROUGHOUT THE PROJECT
INSTALLATION OF TEMPORARY EROSION CONTROL MEASURES = THROUGHOUT THE PROJECT
CONSTRUCTION OF SEDIMENT BASIN = THROUGHOUT THE PROJECT
SITE CONSTRUCTION & INTERIM EROSION CONTROL MEASURES = THROUGHOUT THE PROJECT
FINAL VEGETATION = END OF PROJECT

13. THE CONTRACTOR IS RESPONSIBLE FOR THE BMP IMPLEMENTATION, INSPECTION, AND MAINTENANCE.

14. CALCULATIONS:
SUPPORTING CALCULATIONS FOR THE EROSION AND SEDIMENT CONTROL CAN BE FOUND IN THE PROJECT ENVIRONMENTAL RESOURCE PERMIT APPLICATION.

15. CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. IN AN EFFORT TO ENSURE COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:
THE FOLLOWING PERMIT WAS OBTAINED BY THE OWNER, AND IS PROVIDED IN THE CONTRACT DOCUMENTS.
ENVIRONMENTAL RESOURCE PERMIT.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL OTHER REQUIRED PERMITS, INCLUDING BUT NOT LIMITED TO, THE NDPES PERMIT FOR CONSTRUCTION ACTIVITY, SJRWMD CONSUMPTIVE USE PERMIT FOR CONSTRUCTION DEWATERING, AND SJRWMD CONSTRUCTION DEWATERING DISCHARGE PERMIT.

16. INVENTORY FOR POLLUTION PREVENTION PLAN:
THE MATERIAL OR SUBSTANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ONSITE DURING CONSTRUCTION:
CONCRETE, WOOD, MASONRY BLOCKS, PETROLEUM BASED PRODUCTS, DIESEL, CLEANING SOLVENTS, DETERGENTS,
METAL REBAR.

RECORD REQUIREMENTS

THE CONTRACTOR SHALL, AT A MINIMUM, PERFORM AND DOCUMENT THE FOLLOWING RECORD KEEPING TASKS IN A REGULAR AND EXPEDIENT MANNER WHILE CONSTRUCTION ACTIVITIES ARE OCCURRING.

1. CONTRACTORS MUST RECORD THE FOLLOWING DATES:

- A) WHEN MAJOR GRADING ACTIVITIES OCCUR
B) WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE
C) WHEN STABILIZATION (I.E. EROSION CONTROL) MEASURES BEGIN

2. CONTRACTORS ARE TO PROVIDE QUALIFIED INSPECTORS WHO HAVE KNOWLEDGE AND EXPERIENCE IN THE PRINCIPLES AND PRACTICE OF SEDIMENT AND EROSION CONTROL AND CAN COMPLETE PROJECT SITE INSPECTIONS:

- B) DAILY AND WITHIN 24 HOURS AFTER THE END OF A STORM EVENT OF 0.50-INCHES OR MORE AT THE SITE. THE CONTRACTOR SHALL INSTALL AND MAINTAIN A RAIN GAUGE AND RECORD THE RAINFALL.

3. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE, AND LOCAL AGENCY APPROVING SEDIMENT AND EROSION PLANS, OR STORM WATER MANAGEMENT PLANS. COPIES OF THE INSPECTION REPORTS WILL BE SUBMITTED TO THE OWNER AND INCLUDE DOCUMENTATION OF REMEDIAL ACTION TO ADDRESS SYSTEM FAILURES. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED. THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.

4. TURBIDITY MUST BE MONITORED, RECORDED, AND REPORTED IN ACCORDANCE WITH PERMIT REQUIREMENTS.

INSPECTION AND MAINTENANCE REQUIREMENTS

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES

THE FOLLOWING ARE INSPECTION AND MAINTENANCE PRACTICES THAT WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS:

1. ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
2. BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE, AND/OR FILTER BARRIER WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
3. SILT FENCE AND/ OR FILTER BARRIER WILL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
4. CONSTRUCTION ENTRANCES WILL BE INSPECTED FOR DEPTH OF CRUSHED STONE BED AND FILTER FABRIC CONDITION.
5. THE SEDIMENT TRAP WILL BE INSPECTED FOR DEPTH OF SEDIMENT, AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB.
6. DIVERSION DIKES/SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED.
7. THE CONTRACTOR WILL INSPECT TEMPORARY AND PERMANENT SEEDING AND PLANTING FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.

UPDATING REQUIREMENTS

1. THE STORMWATER POLLUTION PREVENTION PLANS (SWPPP) CONTAINED HEREIN PROVIDE ONLY THE INITIAL AND MINIMUM REQUIREMENTS, AND PROJECT SPECIFIC STRUCTURAL BMPs NECESSARY FOR THIS PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MODIFY AND UPDATE THESE PLANS ACCORDING TO THEIR OPERATIONS ON SITE. IN ADDITION, THE CONTRACTOR SHALL REVISE THESE DOCUMENTS:
- a) PRIOR TO FILING FOR THE NPDES NOI
 - b) PRIOR TO BEGINNING EACH PHASE OF THE CONSTRUCTION SEQUENCE.
 - c) WITHIN SEVEN CALENDAR DAYS FOLLOWING AN INSPECTION WHEN ADDITIONS AND/OR MODIFICATIONS TO BMPs ARE NECESSARY TO CORRECT OBSERVED PROBLEMS.
 - d) WHENEVER A CHANGE IN THE DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE AT THE CONSTRUCTION SITE HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE UNITED STATES NOT PREVIOUSLY ADDRESSED IN THE DOCUMENTS.
 - e) WHENEVER DISCHARGES ARE CAUSING WATER QUALITY "EXCEEDANCES" (AN EPA TERM) OR THE BMPs ARE INEFFECTIVE (TO AN EXTENT PRACTICAL) IN MINIMIZING POLLUTANTS IN STORMWATER DISCHARGING FROM THE CONSTRUCTION SITE.

					DESIGNED	M. HOFFMAN	 JonesEdmunds 730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821	CITY OF LEESBURG TREADWAY SCHOOL ROAD TO CR-473 WATER MAIN PROJECT	EROSION AND SEDIMENTATION CONTROL PLAN NOTES	KENNETH A. FRASER, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 57452 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KENNETH A. FRASER, P.E. ON THE DATE INDICATED ON COVER PAGE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	PROJECT NO:	DATE:
					DRAWN	M. HOFFMAN					07810-102-01	SEP 2022
					CHECKED	K. FRASER					INDEX NO:	DWG NO:
LTR.	DATE	REVISIONS	BY	APPRD.							----	EC1



LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED	<u>M HOFFMAN</u>
DRAWN	<u>M HOFFMAN</u>
CHECKED	<u>K FRASER</u>



**CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT**

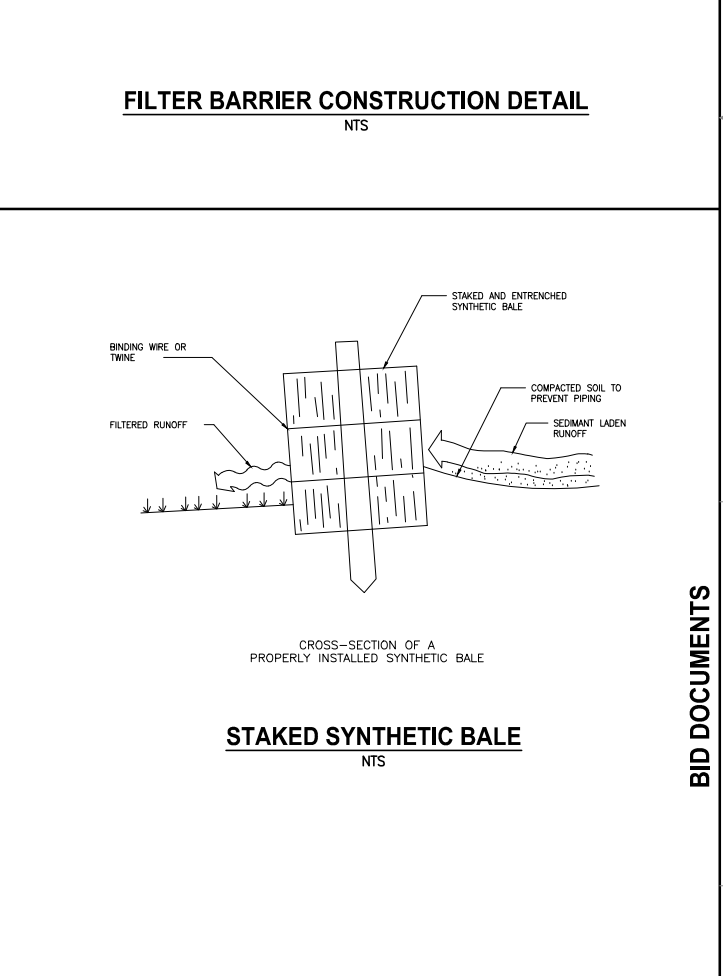
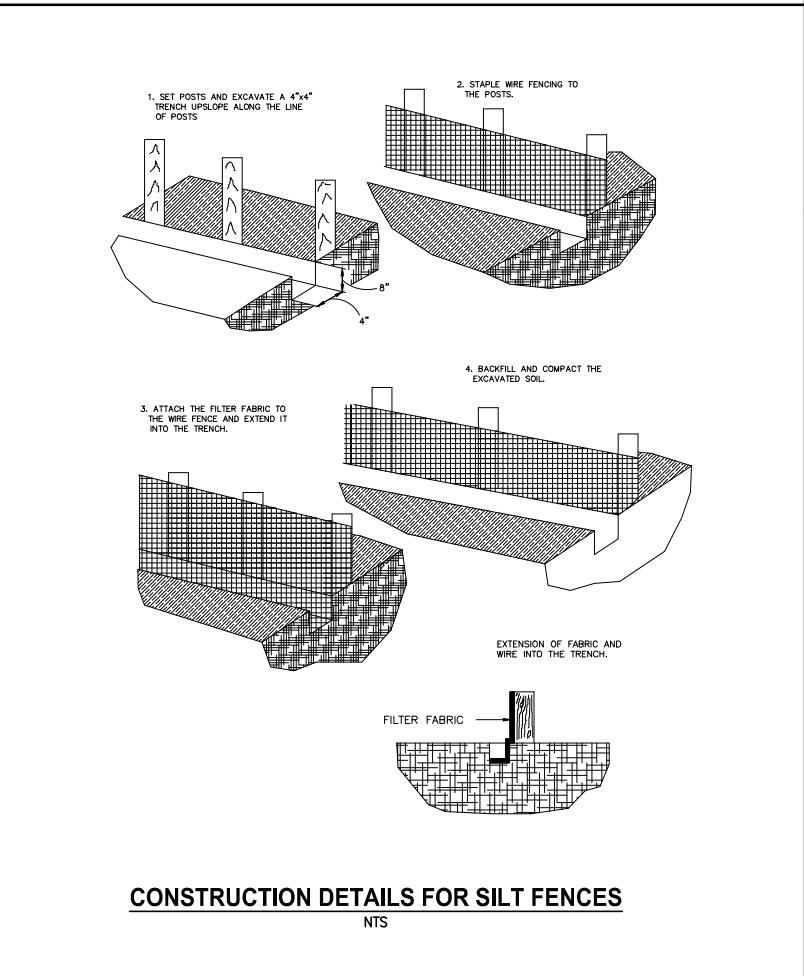
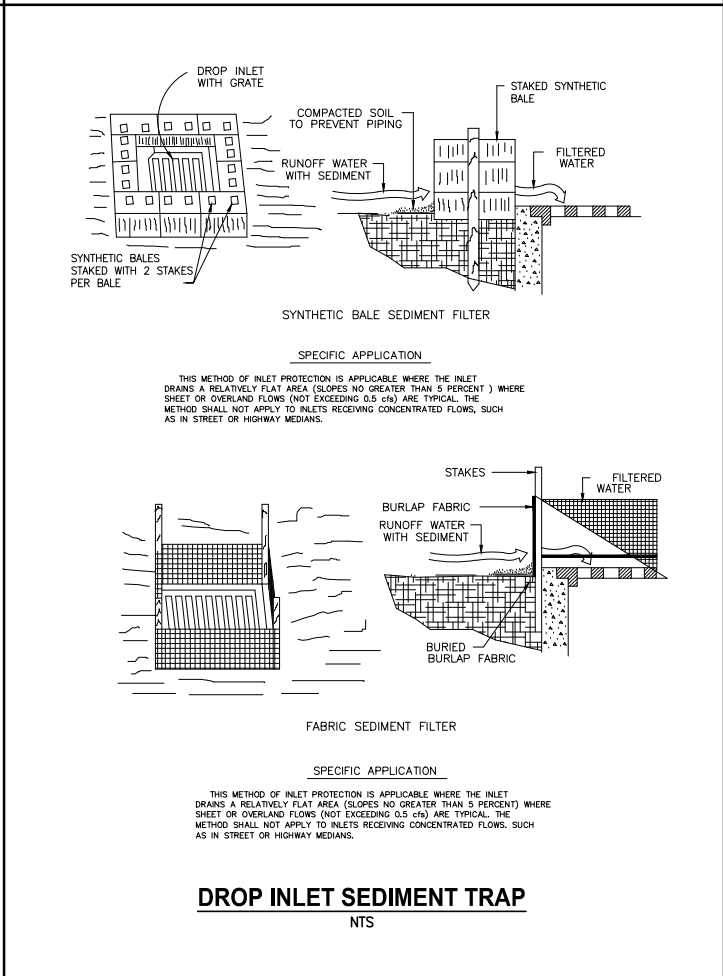
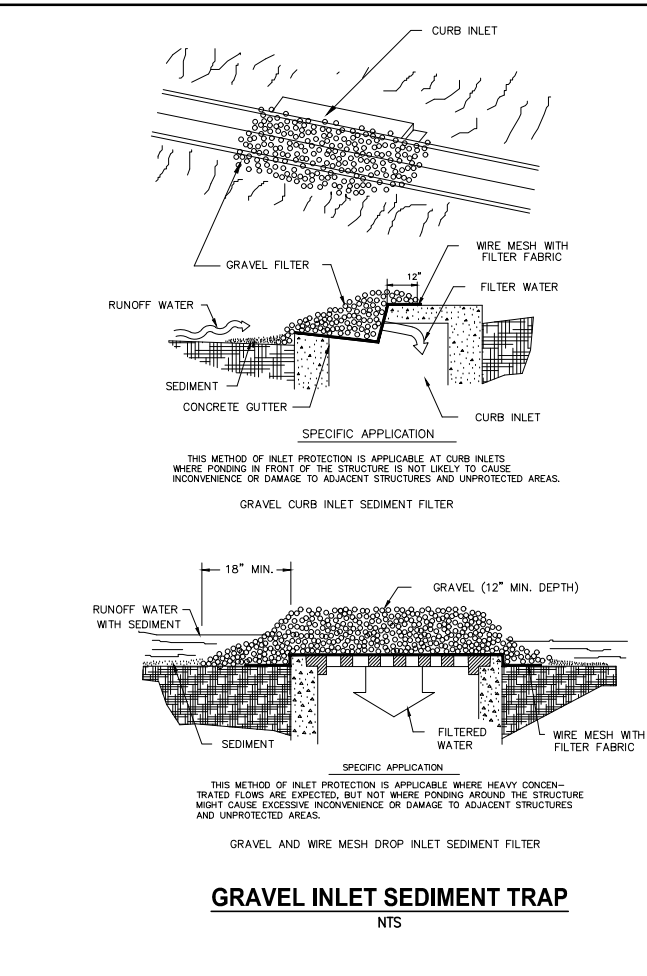
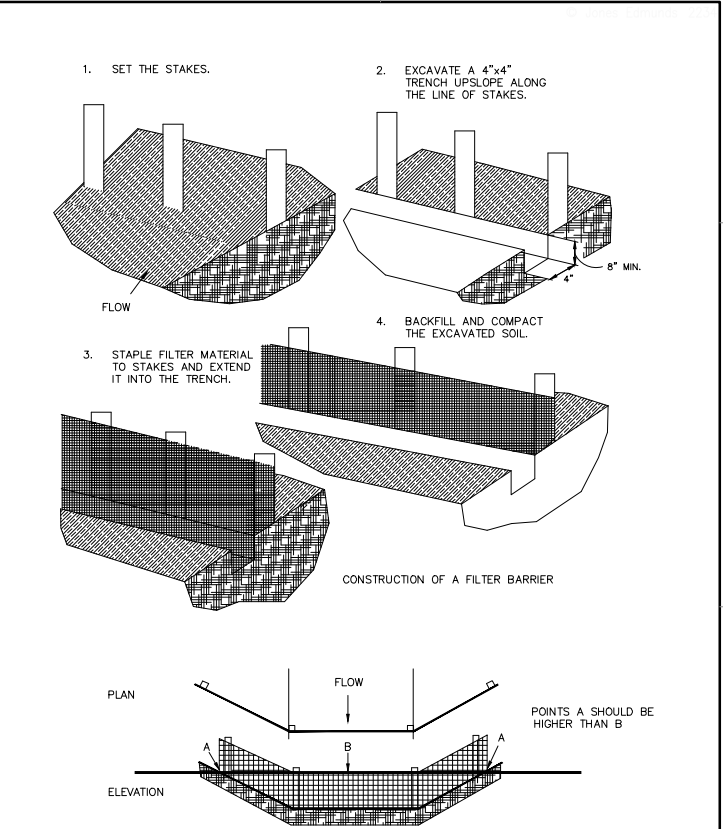
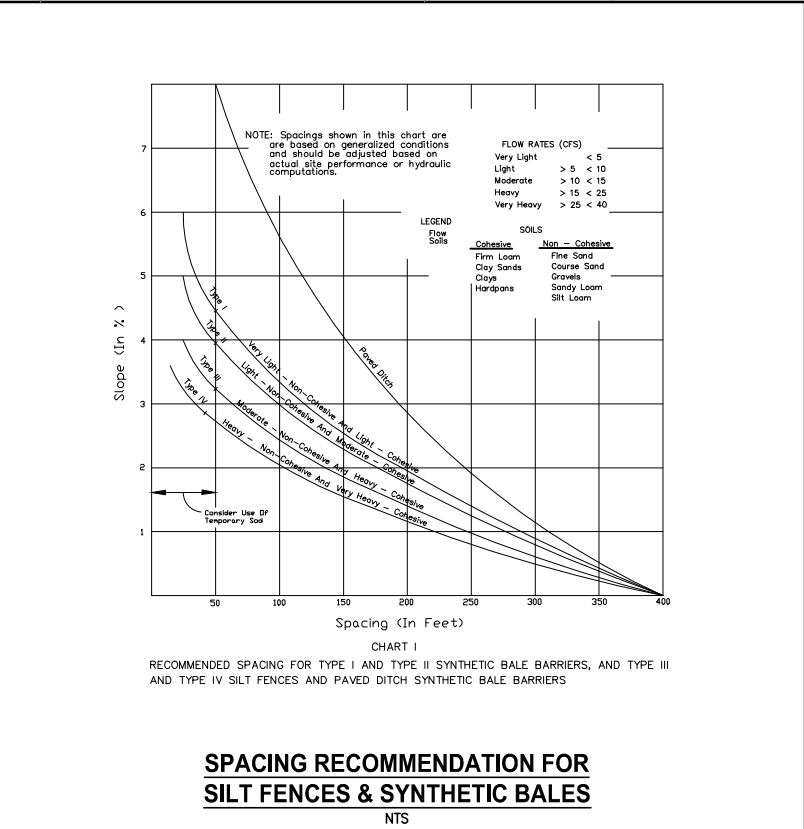
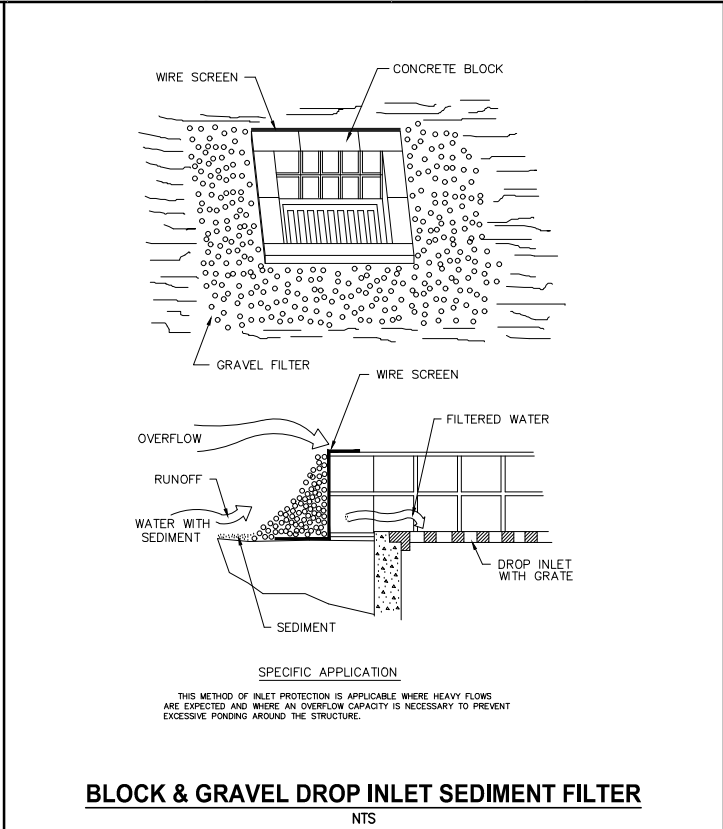
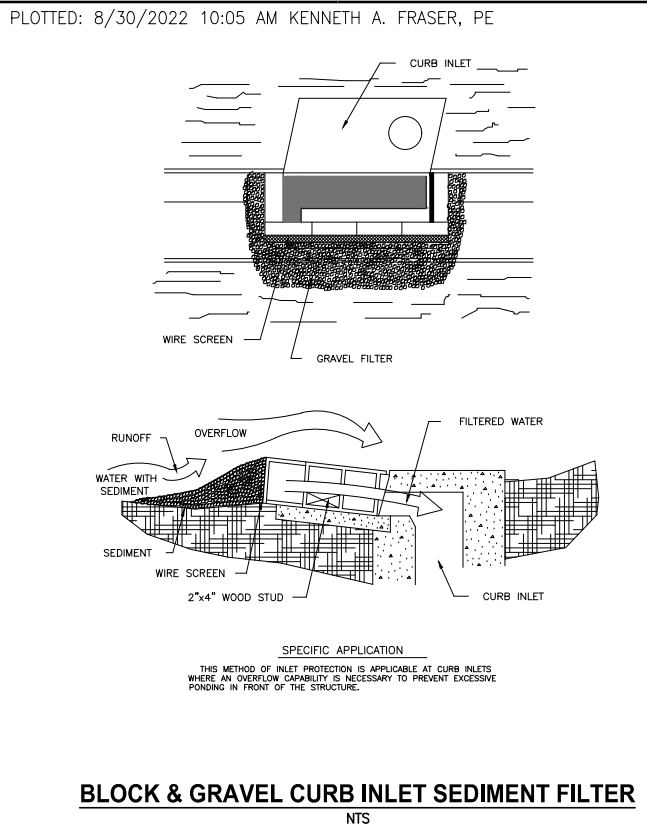
EROSION AND SEDIMENTATION CONTROL PLAN DETAILS

KENNETH A. FRASER, STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE NO. 57452
THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY KENNETH A. FRASER, PE. ON THE
DATE INDICATED ON COVER PAGE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE SIGNATURE
MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT NO: 07810-102-01	DATE: SEP 2022
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Y:\07810-LEESBURG\PROJECTS\102-01-TREADWAY-WATERMAIN-PROJECT\CAD\DWGS\ENR\10201-E-EROSION-CONTROL.DWG
3/11/2021 3:26 PM MHOFFMAN



					DESIGNED	<u>M. HOFFMAN</u>
					DRAWN	<u>M. HOFFMAN</u>
					CHECKED	<u>K. FRASER</u>
LTR.	DATE	REVISIONS	BY	APPRD.		

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821

CITY OF LEESBURG TREADWAY SCHOOL ROAD
TO CR-473 WATER MAIN PROJECT

EROSION AND SEDIMENTATION
CONTROL PLAN DETAILS

KENNETH A. FRASER, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 57452 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KENNETH A. FRASER, PE. ON THE DATE INDICATED ON COVER PAGE.	PROJECT NO: 07810-102-01	DATE: SEP 2022
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	INDEX NO: ----	DWG NO: EC3

BID DOCUMENTS

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.3.

Meeting Date: April 24, 2023

From: Aaliyah Davis, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Danus Utilities, LLC., for the replacement of four (4) Air Release Valves (ARVs); and providing an effective date.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 230701 to Danus Utilities, LLC., and approval of the Resolution authorizing the Construction Services Agreement for an amount of \$90,000.00.

Analysis:

The purpose of this project is to repair or replace four (4) ARVs along Highway US 27 south of CR 48 and north of turnpike, in addition to the support equipment used to hold them in place. Services shall include repair and replacement of the entirety of the valve to include the valve itself, in addition to saddle, ball valve, and additional supporting equipment to be housed within the manhole. US 27 is a major arterial traversing the south side of the City. The City has forecasted several projects to facilitate growth in the southern area of the City. Replacement and repair of these valves is critical to infrastructure growth and prevention of wastewater spillage.

Procurement Analysis:

On March 7, 2023, the Procurement Division published Solicitation 230701 for Air Release Valve Replacement. On April 4, 2023, four (4) bid responses were received. Contract Management Services, LLC. presented an Abnormally Low Bid (ALB) that was inconsistent with the Scope of Services. After responses were reviewed, staff determined it was in the best interest of the City to award the Construction Agreement to the second lowest responsive bidder, Danus Utilities, LLC. Danus Utilities has successfully completed similar projects for the City of Leesburg. The department selected the priority to complete four (4) of five (5) replacements due to budget limitations. Summary of Bids is provided:

SUMMARY OF BIDS

Contractor

Contract Management Services, LLC.
Danus Utilities, LLC.

Bid Amount – 4 Air Valve Release Replacements

\$25,200.00
\$90,000.00

R&M Service Solutions	\$158,539.96
Jumeaux, Inc	\$256,131.00

Options:

1. Approve award of IFB 230701 and approval of the resolution authorizing execution of the agreement with Danus Utilities, LLC.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the current Wastewater Capital Projects budget.

Account No.	044-4099-535-6410
Project No.	440002
WF No.	WF1444960/1
Requisition	54819
Budget	\$90,000
Available	\$90,000

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONSTRUCTION SERVICES AGREEMENT WITH DANUS UTILITIES, LLC.,
FOR THE REPLACEMENT OF FOUR (4) AIR RELEASE VALVES (ARVS);
AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with DANUS UTILITIES, LLC. whose address is 2320 N Beardall Avenue, Sanford, Florida 32771, for AIR VALVE RELEASE REPLACEMENTS (IFB 230701).

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of April 2023.

Mayor

ATTEST:

City Clerk

SCOPE OF SERVICES

SW-1. BACKGROUND AND OVERVIEW

The City of Leesburg, Florida desires to contract for construction services for replacement of five Air relief Valves (ARVs) along Highway US 27 south of CR48 and north of turnpike. The City is requesting qualifications from qualified individuals interested in providing professional services to repair or replace these valves, in addition to the support equipment used to hold them in place. Services shall include repair and replacement of the entirety of the valve to include the valve itself, in addition to saddle, ball valve, and additional supporting equipment to be housed within the manhole.

The City of Leesburg is located in Lake County, Florida and has a population of approximately 29,000. US 27 is a major arterial traversing the south side of the City. The City has forecasted several projects to facilitate growth in the southern area of the City. Replacement and repair of these valves is critical to infrastructure growth and prevention of wastewater spillage.

SW-2. SCOPE OF SERVICES

a. Construction Challenges

- i. Develop a plan to include the replacement of the ARV without interruption of service. The force main cannot be shut down.
- ii. Meet with City staff to discuss a plan to allow for replacement or repair of valves without interruption.

b. Material

- i. The saddle shall be a Cascade CS22 304-SS or approved equal.
- ii. The ball valves shall be 316-SS.
- iii. All threaded fittings & nipples shall be 316-SS.
- iv. The Air Relief Valves shall be a A.R.I D-025 nylon body or approved equal.

SW-3. LOCATIONS

1. West Side of Approximately Hwy 27 – 300' South of Apache Trail
2. West Side of Approximately Hwy 27 - 360' South of University Av
3. West Side of Hwy 27 Approximately 216' South of El Presidente' Blvd Exit Lane
4. East Side of Hwy 27 Approximately 520' North of the exit Highland Lakes Blvd
5. East Side of Road Approximately 695' North of Arlington Ridge Blvd Entry Lane (27150 US Hwy 27)

[END OF SECTION]

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 24th day of April in the year 2023, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **DANUS UTILITIES, INC.** whose address is 2320 N Beardall Avenue, Sanford, Florida 32771 (hereinafter referred to as the “CONTRACTOR”).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 230701 – Air Valve Release Replacements Scope; and
- c. Schedule of Contract Items included as Attachment ‘A’; and
- d. Supplemental Conditions – Construction as Attachment ‘B’; and

2. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the “**AIR VALVE RELEASE REPLACEMENTS**” to the CITY as listed in Invitation for Bid 230701. Nothing herein shall limit the CITY’s right to obtain these services from other contractors for the same or similar work.

3. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$90,000.00**. The City will proceed with completing four (4) out of the five (5) replacements that were bid. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

4. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

5. **Professional License.** The CONTRACTOR will hold and maintain all required professional licenses required by regulatory agencies to perform the services covered by this Agreement.

6. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY’s authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

7. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than **SIXTY (60)**

continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later **ONE HUNDRED TWENTY (120)** continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

8. **Liquidated Damages.** The CONTRACTOR shall consider all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, CONTRACTOR shall pay to the CITY liquidated damages in the amount of ONE-HUNDRED TWENTY FIVE DOLLARS (\$125.00) per calendar day, which CITY is hereby authorized to deduct from the final draw before paying any remaining amount to CONTRACTOR. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the CITY due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the CITY would suffer, and therefore does not constitute a penalty or forfeiture. CONTRACTOR acknowledges that this provision is material to the CITY and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the CONTRACTOR shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the CITY to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the CONTRACTOR to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the CITY.

9. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

10. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's

Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such Show Cause Notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and

other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

11. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

12. **Insurance Requirements.**

- a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.
 - i. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
 - ii. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
 - iii. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
 - iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
 - v. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
 - vi. All liability insurance, except professional liability, shall be written on an occurrence basis.
 - vii. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
 - viii. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.
- b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.
 - i. Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

- ii. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
 - iii. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
 - iv. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
 - v. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
 - vi. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).
- c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).
 - i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.
- d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

13. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY

against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

14. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

15. **No Waiver of Sovereign Immunity.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

16. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

17. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

18. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

19. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORDIA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORED'S RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

20. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

21. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working

solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

22. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

23. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

24. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

25. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

26. **No Third-Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

27. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail.

If to CONTRACTOR: Danus Utilities, Inc.
 Robert Brown
 2320 N Beardall Avenue
 Sanford, Florida 32771
 386-804-0068
 robert@danusutilities.com

If to City of Leesburg: Aaliyah Davis, MBA, FCCM, NIGP-CPP
 Purchasing Manager
 501 West Meadow Street
 Leesburg, Florida 34748
 352-728-9880
 Aaliyah.Davis@leesburgflorida.gov

28. **Governing Law.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

29. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Lake County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Lake County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents

to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

30. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

31. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

32. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

33. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

34. **Employment Eligibility.** The CONTRACTOR is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under

this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

35. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor complies with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

36. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

37. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

DANUS UTILITIES, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

William Watson, City Attorney

Attachment 'A'
SCHEDULE OF CONTRACT ITEMS

Air Valve Release Replacements	QTY	UNIT	UNIT PRICE BID	EXTENDED PRICE
West Side of Approximately Hwy 27- 300' South of Apache Trail	1	EACH	\$22,500.00	\$22,500.00
West Side of Hwy 27 Approximately 360' South of University Ave	1	EACH	\$22,500.00	\$22,500.00
West Side of Hwy 27 Approximately 216" South of El Presidente' Blvd Exit Lane	1	EACH	\$22,500.00	\$22,500.00
East Side of Hwy 27 Approximately 520' North of the exit lane Highland Lakes Blvd	1	EACH	\$22,500.00	\$22,500.00
TOTAL AWARDED BID				\$90,000.00
Eastside of Road Approximately 695' North of Arlington of Arlington Ridge Blvd Entry Lane (In front of Address 27150 US Hwy)	1	EACH	\$22,500.00	\$22,500.00
Total				\$112,500.00

Attachment 'B'
SUPPLEMENTAL CONDITIONS – CONSTRUCTION

1. DEFINITIONS

The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

- a. **City Project Representative:** There shall be authorized representative(s) of the CITY assigned to make all necessary inspections of the work performed by the CONTRACTOR and for such other purposes as outlined in the Contract Documents.
- b. **City Technical Representative:** There may be a designated Project Representative assigned by the CITY to inspect the technical aspects of the project. To insure the project is being constructed as designed.
- c. **Engineer of Record:** The Engineer of Record designated by the CITY following Contract Execution.
- d. **Engineer:** The design professional (engineer, architect, landscape architect or surveyor) designated by the CITY to serve as the design professional representing the CITY.
- e. **Notice to Proceed (NTP):** The official Notice from the CITY to the CONTRACTOR providing the date work may begin and the date the performance period begins. The NTP date will be mutually agreed to at or following the pre-construction meeting. CONTRACTOR shall sign the acknowledgement section of the NTP and return to the Purchasing Division. The NTP shall become a part of the Contract Documents.
- f. **Subcontractor:** Includes only those having a direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- g. **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.
- h. **Manual(s):** Equipment documentation meant for the end user/consumer of the equipment. CONTRACTOR shall provide all Manuals to the CITY upon substantial completion. Retainage may not be released until the CITY has received all Manuals relevant to the equipment incorporated into the project.
- i. **Surety:** The corporate body which is bound with and for the CONTRACTOR which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.
- j. **Plans, Drawings and/or Sketches:** Graphic representations of the work to be performed or reproductions thereof.
- k. **Specifications:** Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical Specifications, Special Conditions, Geotechnical Investigation,

Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

- l. **Defective:** An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion or CITY has taken beneficial use of completed portions.
- m. **Shop Drawings:** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- n. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- o. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

2. INSPECTION OF WORK

The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the CITY and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the CITY, nor shall the presence or absence of an inspector relieve the CONTRACTOR from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the CONTRACTOR shall give the CITY timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the CITY, it shall, if required by the Project Representative, be uncovered for examination at the CONTRACTOR's expense.

Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the CONTRACTOR. If such work is found in accordance with the contract documents, the CITY will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the CONTRACTOR shall pay such cost.

3. TESTS

The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the CONTRACTOR furnish the source

before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the CITY. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the CONTRACTOR and should be included in the bid items as such.

4. TOOLS, PLANT AND EQUIPMENT

If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the CITY of such conditions. The Engineer will provide written notification to the CONTRACTOR of CITY's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the CITY's notice and will propose remedial actions to address the quality and/or schedule concerns.

5. COLLECTION AND DISPOSAL OF WASTE

The CONTRACTOR shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The CONTRACTOR shall be responsible for the transportation and disposal costs of all waste construction materials.

6. BURNING OF DEBRIS

For any areas where the burning of debris is permitted, the CONTRACTOR will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.

7. TEMPORARY TRAFFIC CONTROL (TTC)

Where construction is located in public right of ways, traveled streets and roads, the CONTRACTOR shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The CONTRACTOR shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved TTC training course. A copy of these certifications shall be submitted to the CITY of Leesburg upon request.

8. PROTECTION AGAINST POLLUTION

The CONTRACTOR shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

CONTRACTOR shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

9. TEMPORARY FENCING AND BARRICADES

The CONTRACTOR shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the CONTRACTOR's personal property and materials. The CITY shall not be held responsible for the loss, theft, or vandalism of the CONTRACTOR's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the CONTRACTOR shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the CONTRACTOR prior to actual beginning of work. The CONTRACTOR shall, at his cost, remove all temporary protection from the work site upon completion of the work.

10. WORKMANSHIP, MATERIALS, APPLIANCES, AND EMPLOYEES

All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the CONTRACTOR for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the CITY's intent to obtain a high-quality job that will operate and function with least maintenance costs. The CONTRACTOR shall, if requested by CITY, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

11. GENERAL QUALITY AND STANDARDS

To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the CITY, the CONTRACTOR and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume its completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the CONTRACTOR by others are assumed to be matters governed by agreement between the CONTRACTOR and his Subcontractors and suppliers and not by agreement between the CITY and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the CITY may elect to contract other work for the project. The CONTRACTOR shall coordinate his operations with those of any other such CONTRACTORS as well as any work of constructing or adjusting utilities by any

other authorities, to the end that the least practical handicap to the work of all such CONTRACTORS or authorities will result.

12. PROJECT COORDINATION

The CONTRACTOR shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The CONTRACTOR shall make adequate provisions to accommodate items scheduled for later installation.

The CONTRACTOR shall inspect both the substrate and conditions under which the work is to be performed. The CONTRACTOR shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The CONTRACTOR shall inspect materials or equipment immediately upon delivery and again prior to installation. The CONTRACTOR shall reject damaged and defective items.

The CONTRACTOR shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following: Unprotected storage, Improper shipping and handling, Theft, Vandalism.

13. COORDINATION WITH UTILITY COMPANIES

CONTRACTOR shall coordinate with all utility installations. CONTRACTOR shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. CONTRACTOR shall coordinate the installation of “sleeves” for the utility companies as may be required.

CONTRACTOR shall supply the CITY with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

14. SUPERVISION

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTORS' risk.

15. CONSTRUCTION SUPERINTENDENT

CONTRACTOR shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain associated with the project until completion unless otherwise requested to be replaced by the CITY. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

16. WAGE RATES/EQUAL EMPLOYMENT OPPORTUNITY

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The CONTRACTOR must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the CONTRACTOR.

17. SUBCONTRACTS

The CONTRACTOR shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The CONTRACTOR shall not employ subcontractors, unless they are approved by the Project Representative.

The CONTRACTOR agrees that he is as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons, either directly or indirectly, employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractors and the CITY.

18. PRE-CONSTRUCTION MEETING

The CITY shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and CONTRACTOR shall attend this mandatory meeting. The following items shall be completed:

- a. Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
- b. Designation of Personnel representing the parties in Contract, and the Engineer.
- c. Use of premises by CITY and the CONTRACTOR.
- d. Survey layout and scheduling.
- e. Security and housekeeping procedures.
- f. Requirements for start-up of equipment.
- g. Inspection and acceptance of equipment put into service during construction period.

At least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, Engineer and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to Engineer as to form and substance.

19. ORDER OF COMPLETION

The CONTRACTOR shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work with dates on which the CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts. The CITY retains the right to dictate to the CONTRACTOR the order of completion of the work.

20. MATERIALS AND EQUIPMENT SCHEDULES

As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the CONTRACTOR will submit to the CITY for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the CITY for items not specified shall be obtained before they may be used.

21. CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

Should CONTRACTOR be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the CONTRACTOR shall request that the Architect/Engineer (AE), or CITY Representative, make an interpretation of the requirements of the Contract Documents to resolve such matters. CONTRACTOR shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

- a. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the CITY.
 - i. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - ii. Each RFI shall be given a discrete, consecutive number.

- iii. Each page of the RFI and each attachments to the RFI shall bear the CITY's project name, project number, date, RFI number and a descriptive title.
- iv. CONTRACTOR shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from CONTRACTOR to CITY for fees charged by A/E, A/E consultants and other design professionals engaged by the CITY.
- b. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by CONTRACTOR. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the CONTRACTOR.
 - i. CONTRACTOR shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - ii. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the CONTRACTOR'S responsibility.
 - iii. CONTRACTOR shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- c. Requested Information: CONTRACTOR shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - i. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the CONTRACTOR shall furnish all information required for the A/E or CITY's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the CONTRACTOR shall proceed.
 - ii. If information included with this type RFI by the CONTRACTOR is insufficient, the RFI will be returned unanswered.
- d. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - i. Approval of submittals
 - ii. Approval of substitutions
 - iii. Changes that entail change in Contract Time and Contract Sum
 - iv. Different methods of performing Work than those indicated in the Contract Drawings and Specifications

- e. Disputed Requirements: In the event the CONTRACTOR believes that a clarification by the CITY's A/E, or Representative, results in additional cost or time, CONTRACTOR shall comply with the method for requesting a Change Order.
- f. RFI Log: CONTRACTOR shall prepare and maintain a log of RFIs, and at any time requested by the CITY's Representative, the CONTRACTOR shall furnish copies of the log showing all outstanding RFIs.
- g. Review Time: Architect/Engineer or CITY Representative (CITY) shall return RFIs to CONTRACTOR and within five (5) calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the five-calendar day response period.

22. SUBMITTAL REQUIREMENTS OF CONTRACTOR

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to Engineer for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

CONTRACTOR shall also submit to Engineer for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review of each such variation.

Engineer will review with reasonable promptness Shop Drawings and samples, but Engineer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item

as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called Engineer's attention to each such variation at the time of submission as required by this Article and Engineer has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by Engineer relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

23. CHANGES IN THE WORK

Any Change in the Work will be documented in writing and approved by the CITY in writing. Changes that increase the cost of the work may need to be approved by CITY Commission depending on the dollar value of the increase change order. No work may be performed prior to the change being approved by CITY.

The Contract Price 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 Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be delivered in writing to the CITY and the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Engineer if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. The Engineer(s) decision shall be final and binding. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price 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, or ii. by mutual acceptance of a lump sum, or
- b. on the basis of the cost of the work plus a CONTRACTOR's fee for overhead and profit.

24. DETAIL DRAWINGS AND INSTRUCTIONS

The CITY will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

25. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the CITY are the property of the CITY. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the CITY, at the request of the CITY upon the completion of the work.

26. SURVEYS, PERMITS AND REGULATIONS

The CITY will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the CITY shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the CONTRACTOR to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The CONTRACTOR shall maintain and preserve all stakes and marks established by the CITY and should such stakes or marks be carelessly or willfully destroyed or damaged by the CONTRACTOR, said stakes or marks shall be replaced by the CITY at the expense of the CONTRACTOR.

The CONTRACTOR will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the CITY as specified above shall be the responsibility of the CONTRACTOR.

The CITY will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The CITY will furnish environmental permits unless otherwise specified. The CONTRACTOR shall obtain any and all required permits from all appropriate government agencies.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the CITY unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the drawings and specifications are at variance therewith, he shall promptly notify the CITY in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs work knowing it to be contrary to such

laws, ordinances, rules and regulations and without such notice to the CITY, he shall bear all cost arising there from.

27. ROYALTIES AND PATENTS

There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the CONTRACTOR shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the CITY from all loss on account thereof.

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY.

28. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all his work from damage and shall protect the CITY's property from injury or loss arising in connection with this contract. The CONTRACTOR shall at all times protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the CONTRACTOR. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the CONTRACTOR except such as may be directly due to errors in the contract documents or caused by the agents or employees of the CITY.

29. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefore.

30. DELAYS AND EXTENSION OF TIME

If the CONTRACTOR be delayed at any time, in the progress of the work by an act of neglect of the CITY or of his employees, or by any other CONTRACTOR employed by the CITY or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the Project Representative, or by any cause which the Project Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

31. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The CONTRACTOR shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the contract and without expense to the CITY and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

If the CONTRACTOR does not correct such condemned work and material within a reasonable time fixed by written notice, the CITY may correct it at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such correction within three (3) days thereafter, the CITY may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the CONTRACTOR.

32. THE CITY'S RIGHT TO DO WORK

If the CONTRACTOR should neglect to prosecute the work properly or fail to perform any provision of this contract, the CITY after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy he may have, make good such deficiencies at the CONTRACTOR's expense.

33. SUSPENSION OF WORK

The CITY may at any time suspend the work or any part thereof by giving five (5) days notice to the CONTRACTOR in writing. The work shall be resumed by the CONTRACTOR within ten (10) days after the date fixed in a written notice to resume work from the

CITY to the CONTRACTOR. The CITY will reimburse the CONTRACTOR for expense incurred by the CONTRACTOR in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the CITY by the Project Representative to enforce the contract or for any violation of the contract.

34. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY, failing which, the CITY will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

35. USE OF COMPLETED PORTIONS

Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, Engineer and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- a. CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify CITY and CONTRACTOR in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Substantial Completion will apply with respect to certification of that part of the Work and the division of responsibility in respect thereof and access thereto.
- b. CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter CITY, CONTRACTOR and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and Engineer that such part of the Work is not ready for separate operation by CITY, Engineer will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
- c. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

36. PROMPT PAYMENT

It is the policy of the CITY that payment for all purchases by the CITY shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

37. APPLICATION FOR PAYMENT

The CONTRACTOR shall submit to the CITY, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application. Upon review and approval by the CITY and Engineer (if applicable).

The retained percentage (retainage) amount with respect to the progress payments shall initially be 10% unless stated otherwise in the Construction Services Agreement. Retainage amounts and retainage process shall be governed by Florida Statute 255.078 – Public Construction Retainage.

CONTRACTOR shall, before any draw is issued, provide a sworn statement to CITY attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the CITY shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to CONTRACTOR, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the CITY shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The CITY shall not be required to issue progress payments pursuant to the draw schedule until the CITY has verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the CITY, its Project Representative or Engineer of Record has determined the work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the CITY.

38. PAYMENTS WITHHELD

The CITY may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the CITY from loss on account of—

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONTRACTOR to make payments properly to subcontractors or for materials or labor.
- d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
- e. Damage to another CONTRACTOR.

- f. Failure to maintain adequate progress.
- vii. Damage to the building resulting from the negligence of the CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

39. FINAL PAYMENT APPLICATION

Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Transmittal of required project construction records to CITY.
- e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to CITY for payment. Thereupon Engineer will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions found under "Waiver of Claims". Otherwise, Engineer will return the Application to CONTRACTOR, indicating in writing the reasons for

refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by CITY to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if Engineer so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required, 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 CONTRACTOR to Engineer with the Application for 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.

40. CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by Engineer, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims)

41. DAMAGES

Any claim for damage arising under a resulting Agreement shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

42. EQUIPMENT STARTUP

Equipment startup shall be in accordance of the manufacturer's recommendations, and as required to demonstrate performance to the Engineer and CITY in accordance with the specifications. The CONTRACTOR shall provide 30-days notice to the Engineer and CITY of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the CITY's operational schedule with consideration of the schedule needs of the Engineer and CONTRACTOR.

43. COMPLETION OF WORK

The CONTRACTOR shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the CITY, it's Project Representative or Engineer of Record, all work has been completed in general

accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the CITY to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the CITY in writing with copies to the CONTRACTOR. The date of contract completion shall be the same date at which the CONTRACTOR is considered substantially complete by the Engineer.

44. ACCEPTANCE OF FINISHED WORK

The CITY shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in accordance with the Contract Documents. CONTRACTOR shall furnish to the Engineer or CITY Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

45. FINAL CLEAN UP

The CONTRACTOR shall complete all cleaning operations before requesting final inspection.

The CONTRACTOR shall, as directed by the Project Representative, remove from the CITY's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operation.

The CONTRACTOR shall remove temporary protection and facilities installed for protection of the work during construction.

The CONTRACTOR shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The CONTRACTOR shall not burn waste materials. The CONTRACTOR will not discharge volatile, harmful or dangerous materials into drainage systems. The CONTRACTOR will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The CONTRACTOR will arrange for the disposition of these materials as directed by the CITY.

The CONTRACTOR shall rake the grounds that are neither paved nor planted to a smooth, even textured surface.

46. TREES

It shall be the responsibility of the CONTRACTOR to protect all trees within the limits of the work and as designated by the Project Representative.

47. GUARANTY

CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled 'Inspections, Correction, Removal Of Defective Work'.

All equipment, materials and installation and workmanship furnished by the CONTRACTOR under the terms of the Contract, shall be guaranteed by the CONTRACTOR against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the CITY, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the CITY, by the CONTRACTOR or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the CITY, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of CONTRACTOR hereunder.

48. INDEMNITY

The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the CITY and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR's duties under the Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the CONTRACTOR to defend, indemnify or hold harmless an CITY and Engineer shall be limited to an obligation to indemnify and hold harmless the CITY and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, 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 this Contract.

49. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

50. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY's forces, or by the other CONTRACTORs, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

51. SEPARATE CONTRACTS

The CITY reserves the right to let other contracts in connection with this work. The CONTRACTOR shall afford other CONTRACTORs reasonable opportunity for the introduction

and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the CONTRACTOR's work depends, for proper execution or results upon the work of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other CONTRACTOR's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONTRACTOR's work after the execution of the work.

To insure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

52. LANDS FOR WORK

The CITY will provide the lands upon which the work under this contract is to be done, except that the CONTRACTOR shall provide land required for the erection of temporary construction facilities and storage of his material, together with right of access to same.

53. ACCESS TO RECORDS

The CITY, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the CONTRACTOR that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for five (5) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period.

54. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in quadruplicate by the CITY and the CONTRACTOR. The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by

reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these Supplemental Conditions. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer; however, CONTRACTOR shall not be liable to CITY or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

55. CONTRACTOR'S UNDERSTANDING

CONTRACTOR has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

56. FAMILIARITY WITH LAWS

The CONTRACTOR is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from responsibility.

57. SALES TAX

The CONTRACTOR is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document. All Florida sales and use taxes will be included in the submitted bid price(s).

58. CLARIFICATIONS AND INTERPRETATIONS OF CONTRACT DOCUMENTS

It is the duty of the CONTRACTOR to notify the Engineer, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The Engineer's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the Engineer. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer

may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify CITY in accordance with the Agreement.

Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph, which Engineer will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, Engineer will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as permitted by the Agreement.) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

59. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating other-wise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

Engineer will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

60. SAFETY AND PRECAUTION

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the Work and other persons and organizations who may be affected thereby;
- b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to CITY and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to CITY.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from Engineer or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give

Engineer prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the

Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

61. RECORD DOCUMENTS

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents or as-builts, samples and Shop Drawings will be delivered to Engineer for CITY. Upon delivery of such documents to Engineer, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 66. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the Engineer.

62. PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site are based on information and data furnished to CITY or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- a. CITY and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and
- b. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled

"Utilities" refers to the entity having legal ownership of the facility, service connection, irrigation pipe, or traffic signal wiring.

The Engineer has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records is shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

Damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the CITY or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in writing the CITY, Engineer and the Utility. The CITY may make changes in the alignment and grade of the work.

At no additional cost to the CITY, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost to the CITY, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

63. PHYSICAL CONDITIONS

- a. Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- b. Unforeseen Conditions: CONTRACTOR shall promptly notify CITY and Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise CITY in writing if further investigation or tests are necessary.

Promptly thereafter, CITY shall obtain the necessary additional investigations and tests and furnish copies to Engineer and CONTRACTOR. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

64. REVIEW OF APPLICATION FOR PROGRESS PAYMENT

Engineer will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to CITY, or return the Application to CONTRACTOR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

Ten (10) days after presentation of the Application for Payment with Engineer's recommendation, the amount recommended will become due and when due will be paid by CITY to CONTRACTOR.

Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to CITY, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's 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 whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by CITY or CITY to withhold payment to CONTRACTOR.

Engineer's recommendation of final payment will constitute an additional representation by Engineer to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment have been fulfilled.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to CITY. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in Engineer's opinion to protect CITY from loss.

CITY may refuse to make payment of the full amount recommended by Engineer because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the

Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, but CITY must give CONTRACTOR immediate written notice (with a copy to Engineer) stating the reasons for such action.

65. SUBSTANTIAL COMPLETION

When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify CITY and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, CONTRACTOR and Engineer shall inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to CITY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of CITY's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendations will be binding on CITY and CONTRACTOR until final payment.

CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

66. INSPECTIONS, CORRECTION, REMOVAL OF DEFECTIVE WORK

Engineer and Engineer's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give Engineer timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by Engineer if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given Engineer timely notice of CONTRACTOR's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

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

If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer 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, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this

right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

If required by Engineer, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

67. ACCEPTANCE OF DEFECTIVE WORK; CORRECTION OF DEFECTIVE WORK BY THE CITY

If, instead of requiring correction or removal and replacement of defective Work, CITY (and, prior to Engineer's recommendation of final payment) prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the

Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

68. ARBITRATION

Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than \$25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the Engineer. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question.

Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

If the dollar amount of the claim exceeds \$25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the CITY's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the State of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless CITY agrees to the contrary, the location of any and all arbitration proceedings shall be in Lake County, Florida.

[End of Supplemental Conditions.]

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.4.

Meeting Date: April 24, 2023

From: Aaliyah Davis, (Purchasing Manager)

Subject: Ratification of City Manager emergency purchase approval for four (4) police vehicles for \$154,960.46.

Staff Recommendation:

Staff recommends ratification of the City Manager's emergency purchase approval for two (2) 2023 Hyundai Tucson SUVs for Police Service Aides, one (1) 2023 Hyundai Tucson SUV, and one (1) 2023 Ram 1500 ProMaster Cargo for Crime Scenes for a total of \$154,960.46.

Analysis:

With the significant increase in residential and business construction throughout the City, the Police department requested four (4) additional positions to augment police services within the department. On March 13, 2023, Resolution No. 11,280 authorized the expenditure and implementation of two (2) Crime Scene Technician Positions and two (2) Police Service Aide Positions. The positions will be new programs within the department aimed at addressing the aforementioned growth and continuing to provide quality service to new and existing citizens.

The 2023 Ram 1500 ProMaster Cargo Van and one (1) 2023 Hyundai Tucson SUV will be assigned to Crime Scene Technician and the two (2) 2023 Hyundai Tucson SUVs will be assigned to Police Service Aides. The vehicles will be assigned to the four (4) new civilian positions that were approved within the Police Department.

Procurement Analysis:

Department research aided in locating three (3) matching SUVs readily available at Jenkins Hyundai in Leesburg, Florida and one (1) van at Phillips RAM in Ocala, Florida. There are currently no available fleet vehicles to accommodate the new positions. Traditional avenues could not be utilized due to contract ordering windows being closed, estimated delivery times are extended to approximately one year, limited vehicle supply, and additional dealer markups.

Options:

1. Ratify the emergency purchase approval by the City Manager.

Fiscal Impact:

The purchase of the equipment and vehicles will be funded from available Police Impact Fees. Once the

City Commission approved this change at the March 13, 2023 meeting, a budget adjustment was processed to add these funds to the current budget.

Account No.	141-2111-521-6410
Project No.	GFASST
WF No.	WF1480396, 1480399, 1480400, 1480401
Requisition	55438, 55430, 55432
Budget	\$165,000.00
Available	\$165,000.00

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: April 24, 2023

From: Tracey Dean, (Airport Manager)

Subject: Resolutions requesting the City Commission approve and execute an FAA grant for the Leesburg International Airport and approve and execute a Task Order with GAI Consultants, Inc., to provide professional services related to the FAA grant for Reconstruction of Taxiways Delta, A1 & A3, and A2 Relocation.

Staff Recommendation:

Staff recommends approval of both resolutions. The first authorizing execution of the grant agreement and the second authorizing execution of the Task Order with GAI Consultants, Inc. for professional services.

Analysis:

Staff has applied for and has received a grant offer/agreement 3-12-0042-031-2023, for the Reconstruction of Taxiway A1, A3 and Delta and A2 relocation, from the FAA, for 90% of the project costs. The FAA requires electronic signatures; the grant agreement will be emailed to the Mayor for DocuSign, then subsequently to the City Attorney for DocuSign. Attached is a PDF version for reference only.

The Leesburg International Airport has identified the need to reconstruct airfield pavement on Taxiway A1, A3 and Delta. Taxiway A2 needs to be relocated to eliminate direct access from the aircraft parking apron to Runway 13/31. Associated lighting and signage are also included in the project scope.

The Airport Advisory Board unanimously recommends approval of this capital improvement project.

Procurement Analysis:

The City has an existing Agreement for Professional Services on a Continuing Basis, by Resolution 10,879, with GAI Consultants, Inc. This Task Order is being made under the terms and conditions of that continuing services agreement. The Task Order can be made in accordance with the City's agreement and Florida Statute 287.055 – Consultants Competitive Negotiation Act (CCNA).

Options:

1. Approve each of the resolutions as presented; or,
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This project is budgeted in FY 2023 at \$300,000.00.

90% of the project costs are funded by a FAA reimbursable grant.

Account No. 048-8099-542.31-30

Project No. 480003

WF No. 1450922/1

Requisition 55417

Budget \$300,000.00

Available \$300,000.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
GRANT AGREEMENT 3-12-0042-031-2023 BETWEEN THE CITY OF
LEESBURG AND THE FEDERAL AVIATION ADMINISTRATION (FAA), FOR
THE PURPOSE OF OBTAINING FUNDING FOR THE LEESBURG
INTERNATIONAL AIRPORT TAXIWAY RECONSTRUCTION OF A1, A3,
DELTA, AND A2 RELOCATION; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with The Federal Aviation Administration, whose address is 8427 South Park Circle, Suite 524, Orlando, FL 32819, for grant funding.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of April 2023.

Mayor

ATTEST:

City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

April 13, 2023

Ms. Tracey Dean
Airport Manager
Leesburg International Airport
501 West Meadow Street
Leesburg, FL 34749-0630

Dear Ms. Dean:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-12-0042-031-2023 at Leesburg International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **May 12, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jennifer Ganley, (407) 487-7237, jennifer.ganley@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Bart Vernace, P.E.
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	April 13, 2023
Airport/Planning Area	Leesburg International Airport
Airport Infrastructure Grant Number	3-12-0042-031-2023
Unique Entity Identifier	NDCSFAJMQJ74
TO:	City of Leesburg
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated December 9, 2022, for a grant of Federal funds for a project at or associated with the Leesburg International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Leesburg International Airport (herein called the "Project") consisting of the following:

Reconstruct Taxiway A1 (design); Reconstruct Taxiway D (design); Reconstruct Taxiway A3 (design); Construct Taxiway A2 (design).

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$234,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 234,000 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **May 12, 2023**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Force labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
- ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.

- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated December 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

- 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

27. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Leesburg

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Leesburg, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of December 9, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
TASK ORDER WITH GAI CONSULTANTS, INC., FOR PROFESSIONAL
SERVICES AT THE LEESBURG INTERNATIONAL AIRPORT RELATED TO
TAXIWAY RECONSTRUCTION OF A1, A3, DELTA, AND A2 RELOCATION;
AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with GAI Consultants, Inc., whose address is 618 E. South Street, Suite 700, Orlando, FL 32801, for professional design services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of April 2023.

Mayor

ATTEST:

City Clerk

**TASK ORDER UNDER AN
AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS**

THIS TASK ORDER is made as of the 24th day of April in the year 2023, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”, or “SPONSOR”, or “OWNER”), and **GAI CONSULTANTS, INC.** whose address is 618 E. South Street, Suite 700, Orlando, FL 32801 (hereinafter referred to as the “PROFESSIONAL”, or “CONSULTANT”, or “Consultant”).

WITNESSTH:

WHEREAS, on July 12, 2021, pursuant to resolution 10879 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, the CITY and the PROFESSIONAL desire to enter into a Written Task Order (hereinafter referred to as “Task Order”) for professional services providing design and permitting services on the below referenced Project.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals.**

The above recitals are true and correct and are incorporated herein.

2. **Scope of Services.**

The Parties agree to the Scope of Services and Fee pursuant to the terms and conditions set forth in the PROFESSIONAL’s proposal included as ATTACHMENT ‘A’ for the project generally described as:

Project:
LEESBURG INTERNATIONAL AIRPORT
TAXYWAYS D, A1 & A3 RECONSTRUCTION AND TAXYWAY A2 RELOCATION
(DESIGN SERVICES)

3. **Compensation.**

The PROFESSIONAL shall perform the Scope of Services for an amount of **\$255,000.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written Change Order approving additional Services and additional compensation.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the date stated in the preamble.

GAI CONSULTANTS, INC.

By: _____

Printed: _____

Its: _____
(Title)

THE CITY OF LEESBURG, FLORIDA

By: _____
James A. Burry Jr., Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

William Watson, City Attorney



SCOPE OF SERVICES FOR
LEESBURG INTERNATIONAL AIRPORT
TAXIWAYS D, A1 & A3 RECONSTRUCTION AND TAXIWAY A2 RELOCATION
(DESIGN SERVICES)

Project Description: The Leesburg International Airport (LEE) has identified the need to reconstruct airfield pavement on Taxiway D; and Taxiways A1 and A3 are in need of reconstruction and geometry correction based on the latest FAA guidance. In addition, Taxiway A2 needs to be relocated to eliminate the direct access from the aircraft parking apron to Runway 13-31. During this project airfield lighting and signage will be modified to match the revised geometry and current FAA guidance. The relocation of Taxiway A2 and additional pavement required to meet current standards will be addressed in the stormwater permit application submittal to St. Johns River Water Management District (SJRWMD).

Project Justification: The 2022 FDOT Airfield Pavement Management Report reflects the need for reconstruction of Taxiway D which has a PCI of 55. Taxiways A1 and A3 have PCI values of 56 and 54, respectively and do not meet the current FAA geometric standards. Relocation of Taxiway A2, PCI 63, is shown on the current ALP and will remove the direct connection from the aircraft parking apron to Runway 13-31.

Tasks and Cost: This scope of services includes Design and Permitting Services. Total Lump Sum cost of this scope of services is **\$255,000.00**.

DESIGN SERVICES INCLUDES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, Engineer's Report, and an Estimate of Construction Cost. The Design scope of services will include:

- Schematic Design.
 - Acquire topographic survey.
 - Acquire geotechnical information.
 - Develop schematic plans.
 - Submit Categorical Exclusion (CatEX).
 - Develop pavement design.
 - Prepare Preliminary Engineer's Report and construction cost estimate.

- Preliminary Design.
 - Field verify topographic survey.
 - Develop preliminary paving, grading, drainage, and marking design plans.
 - Pre-application meeting with SJRWMD.
 - Develop preliminary airfield electrical, lighting, and signage design plans.
 - Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
 - Submit FAA OE/AAA (Airspace Review).
 - Develop general and technical specifications.
 - Update Engineer's Report and construction cost estimate.

- Final Design.
 - Finalize design plans.
 - Submit stormwater permit application.
 - Finalize CSPP and upload to OE/AAA for FAA review and approval.
 - Finalize general and technical specifications.
 - Prepare Final Engineer's Report and construction cost estimate.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase, and the SJRWMD Permit. Permit fees are not included and shall be paid directly by the SPONSOR. Final Contract Documents will be uploaded into JACIP.

12/9/2022

FEE PROPOSAL

TAXIWAYS D, A1 & A3 RECONSTRUCTION AND TAXIWAY A2 RELOCATION DESIGN SERVICES

LEESBURG INTERNATIONAL AIRPORT

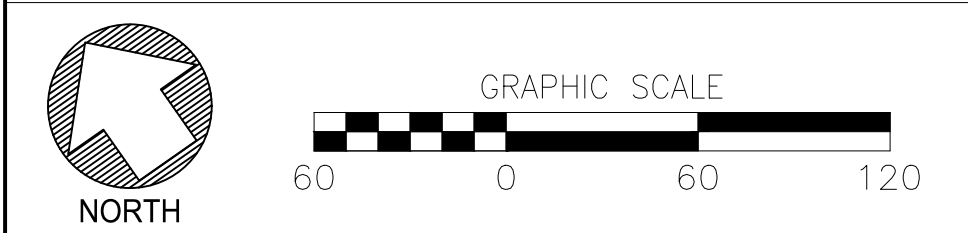
LABOR SUMMARY

TASK	DESCRIPTION	Technical/Professional 24		Technical/Professional 13		Technical/Professional 07		Technical/Professional 06		Technical/Professional 04		Subconsultant	Labor Costs	
		Rate/Hour: \$	285	Rate/Hour: \$	180	Rate/Hour: \$	125	Rate/Hour: \$	110	Rate/Hour: \$	90	Cost		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost
1	SCHEMATIC BUILDING DESIGN / 30% PLANS													
1.1	Grant Administration and Project Coordination	8	\$ 2,280	8	\$ 1,440		\$ -		\$ -		\$ -	\$ -	16	\$ 3,720
1.2	Acquire topographic survey		\$ -	8	\$ 1,440	24	\$ 3,000		\$ -	40	\$ 4,400	\$ 15,000	72	\$ 23,840
1.3	Acquire geotechnical information (Cal-Test Testing)		\$ -	8	\$ 1,440	24	\$ 3,000		\$ -	40	\$ 4,400	\$ 11,500	72	\$ 20,340
1.4	Develop Schematic Plans		\$ -	24	\$ 4,320	40	\$ 5,000	40	\$ 4,400	40	\$ 4,400	\$ -	144	\$ 18,120
1.5	Submit Categorical Exclusion (CatEX)		\$ -	8	\$ 1,440		\$ -		\$ -	8	\$ 880	\$ -	16	\$ 2,320
1.6	Develop pavement design		\$ -	8	\$ 1,440	8	\$ 1,000	8	\$ 880		\$ -	\$ -	24	\$ 3,320
1.7	Prepare Preliminary Engineer’s Report and Construction Cost Estimate		\$ -	8	\$ 1,440	24	\$ 3,000	8	\$ 880	8	\$ 880	\$ -	48	\$ 6,200
1.8	QA/QC Review	8	\$ 2,280		\$ -		\$ -		\$ -		\$ -	\$ -	8	\$ 2,280
	Subtotal	16	\$ 4,560	72	\$ 12,960	120	\$ 15,000	56	\$ 6,160	136	\$ 14,960	\$ 26,500	400	\$ 80,140
2	PRELIMINARY DESIGN / 60% PLANS													
2.1	Grant Administration and Project Coordination	8	\$ 2,280	8	\$ 1,440		\$ -		\$ -		\$ -	\$ -	16	\$ 3,720
2.2	Field verify topographic survey		\$ -		\$ -	16	\$ 2,000	16	\$ 1,760	16	\$ 1,760	\$ 5,520	48	\$ 5,520
2.3	Develop preliminary paving, grading and drainage design plans		\$ -	24	\$ 4,320	80	\$ 10,000	80	\$ 8,800	40	\$ 4,400	\$ -	224	\$ 27,520
2.4	Pre-application meeting with SJRWMD.		\$ -	24	\$ 4,320	40	\$ 5,000		\$ -		\$ -	\$ -	64	\$ 9,320
2.5	Develop preliminary pavement marking and lighting design plans		\$ -	40	\$ 7,200	40	\$ 5,000	40	\$ 4,400	40	\$ 4,400	\$ 7,000	160	\$ 28,000
2.6	Develop Draft CSPP		\$ -	24	\$ 4,320	24	\$ 3,000	24	\$ 2,640	40	\$ 4,400	\$ -	112	\$ 14,360
2.7	Submit FAA OE/AAA (Airspace Review)		\$ -		\$ -	4	\$ 500		\$ -		\$ -	\$ -	4	\$ 500
2.8	Develop general and technical specifications		\$ -	8	\$ 1,440	16	\$ 2,000	16	\$ 1,760	16	\$ 1,760	\$ -	56	\$ 6,960
2.9	Update Engineer’s Report and construction cost estimate		\$ -	16	\$ 2,880	24	\$ 3,000	40	\$ 4,400	40	\$ 4,400	\$ -	120	\$ 14,680
2.10	QA/QC Review	16	\$ 4,560		\$ -		\$ -		\$ -		\$ -	\$ -	16	\$ 4,560
	Subtotal	24	\$ 6,840	144	\$ 25,920	244	\$ 30,500	216	\$ 23,760	192	\$ 21,120	\$ 7,000	820	\$ 115,140
3	CONSTRUCTION DOCUMENTS / 100% PLANS													
3.1	Grant Administration and Project Coordination	8	\$ 2,280	8	\$ 1,440		\$ -		\$ -		\$ -	\$ -	16	\$ 3,720
3.2	Finalize design plans		\$ -	20	\$ 3,600	40	\$ 5,000	20	\$ 2,200	20	\$ 2,200	\$ -	100	\$ 13,000
3.3	Submit stormwater permit application		\$ -	20	\$ 3,600	40	\$ 5,000	20	\$ 2,200	20	\$ 2,200	\$ -	100	\$ 13,000
3.4	Finalize CSPP		\$ -	8	\$ 1,440	16	\$ 2,000	20	\$ 2,200	8	\$ 880	\$ -	52	\$ 6,520
3.5	Finalize general and technical specifications		\$ -	8	\$ 1,440	16	\$ 2,000	16	\$ 1,760	16	\$ 1,760	\$ 5,000	56	\$ 11,960
3.6	Prepare Final Engineer’s Report and construction cost estimate		\$ -	8	\$ 1,440	16	\$ 2,000	16	\$ 1,760	16	\$ 1,760	\$ -	56	\$ 6,960
3.7	QA/QC	16	\$ 4,560		\$ -		\$ -		\$ -		\$ -	\$ -	16	\$ 4,560
	Subtotal	24	\$ 6,840	72	\$ 12,960	128	\$ 16,000	92	\$ 10,120	80	\$ 8,800	\$ 5,000	396	\$ 59,720
Total Labor and Expenses		64	\$ 18,240	288	\$ 51,840	492	\$ 61,500	364	\$ 40,040	408	\$ 44,880	\$ 38,500	1616	\$ 255,000



consultants
 B 9951
 H ST. SUITE 700
 , FLORIDA 32801
 (407) 423-8398

EXHIBIT



A1	REHABILITATION OF TAXIWAYS D, A1, A2 & A3
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City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: April 24, 2023

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Landlord Consent to Assignment of Lease, between the City of Leesburg, and Import Sales of Lake County, LLC, D/B/A Bill Bryan Subaru, and Leesburg S Automotive Management, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Landlord Consent to Assignment.

Analysis:

By Resolution 10,828, dated 3/22/2021, The City approved a Ground Lease with Import Sales of Lake County, LLC, for a portion of land contiguous to the dealership for overflow parking. The Lease commenced on April 1, 2021 and is on a month-to-month basis.

By Resolution 11,021, dated 1/24/2022, The City Approved a Premises Lease with Import Sales of Lake County, LLC, for property located at 8644 and 8730 US Highway 441 (Subaru dealership). The Lease commenced on February 1, 2022. The initial term is for five years and there are three (3) allowable 5-year term renewals.

Tenant and Assignee are parties to a contract whereby Assignee has agreed to purchase all or substantially all of Tenant's assets, including, but not limited to assignments of Tenant's interest in the lease agreements.

If final approval of the Assignment is received by the City Commission, Leesburg S Automotive Management, LLC, takes over all responsibility of the Import Sales of Lake County, LLC Leases. All terms of the lease remain the same. In addition to the Assignment, the City has prepared a memorandum of lease(s), so as to notify third parties of the nature and duration of the Assignee's interest in the Property and confirm that Landlord's interest in the Property is not subject to any construction liens. These memorandums of lease(s) shall be recorded in the Public Records of Lake County, Florida, only after Leesburg S Automotive Management, LLC, notifies the City in writing that the transaction between Tenant and Assignee has closed.

The Airport Advisory Board reviewed the Assignment document and memorandum of lease documents at the April 13, 2023 meeting and unanimously recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the Landlord Consent to Assignment of Lease; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LANDLORD CONSENT TO ASSIGNMENT OF LEASE, BETWEEN THE CITY OF LEESBURG, AND IMPORT SALES OF LAKE COUNTY, LLC, D/B/A BILL BRYAN SUBARU, AND LEESBURG S AUTOMOTIVE MANAGEMENT, LLC; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Landlord Consent to Assignment of Lease agreement with Import Sales of Lake County, LLC, D/B/A Bill Bryan Subaru, and Leesburg S Automotive Management, LLC.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of April 2023.

Mayor

ATTEST:

City Clerk

LANDLORD CONSENT TO ASSIGNMENT OF LEASE AGREEMENTS

THIS LANDLORD CONSENT TO ASSIGNMENT OF LEASE AGREEMENTS (“Consent”), dated as of _____, 2023, is between **CITY OF LEESBURG**, a Florida Municipal corporation (“Landlord” or “Lessor”), and **IMPORT SALES OF LAKE COUNTY, LLC, D/B/A BILL BRYAN SUBARU** (“Tenant”) and **LEESBURG S AUTOMOTIVE MANAGEMENT, LLC**, a Florida limited liability company, whose mailing address is 3031 N. Rocky Point Drive W., Suite 700, Tampa, Florida 33607 (“Assignee”).

RECITALS:

WHEREAS, the City (“Landlord”) owns the real property located at 8644 US Highway 441, Leesburg, Lake County, Florida 34788 (Parcel “A”) and 8730 US Highway 441, Leesburg, Lake County, Florida 34788 (Parcel “B”)(Parcel “A” and Parcel “B” are hereinafter collectively referred to as the “Property”);

WHEREAS, on or about March 22, 2021, Landlord and Tenant entered into a written Lease Agreement with respect to Parcel “A”, a true and correct copy of which is attached hereto as Exhibit “A” (the “Ground Lease”);

WHEREAS, on or about January 24, 2022, Landlord and Tenant entered into a written Lease Agreement with respect to Parcel “B”, a true and correct copy of which is attached hereto as Exhibit “B” (the “Premises Lease”);

WHEREAS, Tenant and Assignee are parties to a contract whereby Assignee has agreed to purchase all or substantially all of Tenant’s assets, including, but not limited to, assignments of Tenant’s interest in the lease agreements pertaining to Parcel “A” and Parcel “B”;

WHEREAS, pursuant to paragraph 23 of the Ground Lease and paragraph 22 of the Premises Lease, Landlord’s prior written consent is required for any such assignment; and

WHEREAS, Tenant and Assignee have requested Landlord’s consent to the Assignment and Landlord consents to the assignment according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are expressly incorporated herein by this reference.
2. **Consent to Assignment.** In accordance paragraph 23 of the Ground Lease and paragraph 22 of the Premises Lease, Landlord hereby consents to the assignment or transfer of all rights and obligations of Tenant under the Lease to Assignee.

3. **Assignee Bound by Lease.** Assignee hereby agrees and acknowledges that all terms, conditions, and provisions of the Ground Lease and Premises Lease are binding on Assignee as a result of the Assignment, and Assignee shall comply with all such terms, conditions, and provisions of the Lease. Tenant shall remain bound by the Lease Agreements until closing the transaction with Assignee at which point Tenant shall be released. If the transaction fails to close for any reason then this consent shall automatically become null and void and Tenant shall remain bound by the Lease Agreements.

4. **Memorandum of Lease.** Assignee acknowledges that Landlord may record a memorandum of lease in the Public Records of Lake County, Florida, so as to notify third parties of the nature and duration of Assignee's interest in the Property and confirm that Landlord's interest in the Property is not subject to any construction liens. Assignee shall promptly cooperate with any request by Landlord relating to execution and recording of any such memorandum of lease.

5. **Counterparts.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this instrument: (i) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

6. **Ratification and Confirmation.** Except as expressly modified or amended herein, Landlord, Tenant, and Assignee hereby ratify and confirm the terms of the Lease, together with the description of the Premises attached thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Assignment of Leases as of the date first written above.

LANDLORD:

CITY OF LEESBURG, a Florida Municipal corporation

By: _____
James A. Burry, Jr., Mayor

APPROVED AS TO FORM:

ATTEST:

William Grant Watson, City Attorney

J. Andi Purvis, City Clerk

TENANT:

**IMPORT SALES OF LAKE COUNTY, LLC,
D/B/A BILL BRYAN SUBARU**, a Florida
limited liability company,

By: _____

Print: _____

Title: _____

Signature:  _____
Raudette (Apr 4, 2023 09:05 EDT)

Email: raudette@billbryanautos.com

ASSIGNEE:

**LEESBURG S AUTOMOTIVE
MANAGEMENT, LLC**, a Florida
limited liability company,

By: _____

Print: _____

Title: _____

Signature:  _____
Larry C. Morgan (Apr 4, 2023 14:35 EDT)

Email: lmorgan@morganautogroup.com

RESOLUTION NO. 10,828

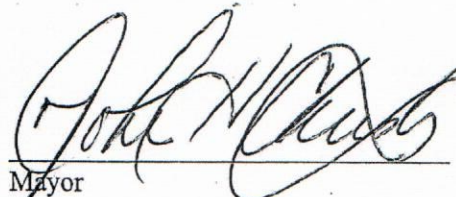
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MONTH-TO-MONTH LEASE AGREEMENT WITH IMPORT SALES OF LAKE COUNTY, LLC, D.B.A. BILL BRYAN SUBARU, FOR REAL PROPERTY LOCATED AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

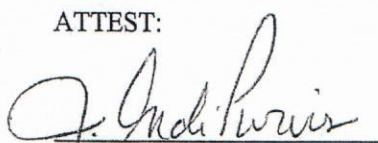
THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Import Sales of Lake County, Bill Bryan SUBARU whose mailing address is 8644 US Highway 441, Leesburg, FL 34788.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 22nd day of March 2021.



Mayor

ATTEST:


City Clerk

GROUND LEASE AGREEMENT

THIS INSTRUMENT, made and entered into the 22 day of March, 2021, by and between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the Lessor, and **IMPORT SALES OF LAKE COUNTY, LLC.**, hereinafter called the Lessee,

WITNESSETH:

Lessor owns the Leesburg International Airport. Lessee desires to rent space on land owned by Lessor near the Airport for the purpose expressed below, and Lessor has consented to lease space to Lessee under the terms and conditions of this document.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROPERTY AND TERM.** The property which shall be subject to this Lease is specifically depicted on Exhibit "A" attached hereto. The term of this Lease shall commence April 1, 2021, and shall continue from that date forward on a month to month basis, until terminated by either party through the giving of notice to the other party not less than 60 days prior to the effective date of the termination.

Lessee may not remain in possession following the termination date of this Lease and Lessor may initiate summary proceedings for eviction if Lessee fails to vacate the property by the effective date of any termination notice by either party.

Lessor expressly reserves the right to place signs on the property advertising leasing opportunities for the property, without the consent of Lessee.

2. **RENT.** Rent during the term shall be paid monthly in advance, beginning as of the date the term commences. Rent shall be computed based on the property having a size of 24,233 square feet, times \$0.15 per square foot, yielding a monthly rental amount due of \$302.79 plus applicable sales taxes.

Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee.

Time is of the essence of this contract, and in particular Lessee acknowledges and agrees that it is responsible for paying the Rent promptly on the first day of each month, and that failure to do so within 10 days of the due date will constitute a default under this lease and entitle Lessor, after first giving three days written notice of default to Lessee, to pursue any remedy allowed by law or under this lease for a default. If at any time a check given by Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payment under this lease to be made in cash or by cashier's check.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid when due shall bear interest at the rate of 1.0% per month (12% per annum) from the date when the same was payable by the terms hereof, until the same is paid by Lessee.

3. USE. Lessee shall use the premises for the parking, storage and sales of Lessee's inventory of new and used vehicles offered for sale at its **BILL BRYAN, SUBARU** automobile dealership on U.S. Highway 441 near the leased premises. No other use shall be made of the premises without the prior, written permission of the Lessor. There shall be no vehicle maintenance, no refueling, and no introduction of oil, gasoline, diesel fuel or other lubricants or fuels into vehicles while stored on the site, and the premises shall not be used to store vehicles of customers which are in the possession of Lessee for service. Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property. To minimize to the greatest extent possible the potential for injury to its customers, Lessee shall take all commercially reasonable steps possible to assure that none of its customers are on the premises unless accompanied by an employee of Lessee.

Except as provided below Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or substances (other than fuel and lubricants commonly utilized in motor vehicles, while stored within the vehicles themselves), machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall indemnify Lessor against all claims for

damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, discharge or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, whether or not permitted hereunder, as such may be defined from time to time by any local, State or Federal agency, whether at the premises or elsewhere. Lessee shall be responsible for the acts and behavior of its officers and employees, customers and potential customers, licensees, invitees, agents, clients, and anyone else on the premises whether with or without the knowledge and consent of Lessee.

4. INGRESS AND EGRESS. Ingress and egress shall be from U.S. Highway 441 only, with no exceptions, and may require approval from other agencies, including but not limited to the Florida Department of Transportation and Lake County, Florida. Ingress and egress shall be allowed only at the locations approved by Lessor, Lake County, and FDOT, and Lessee shall at its expense obtain all necessary approvals and permits, and construct any curb cuts, aprons, acceleration or deceleration lanes, traffic signals, and other improvements required by Lessor, Lake County, or FDOT.

5. UTILITIES. All utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, telephone and other telecommunications, data or internet connections, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise) and janitorial service shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due. No utilities, lighting or other utility related improvements, whether above or below ground, shall be installed without the prior, written consent of Lessor.

6. TAXES. Lessee shall pay all sales taxes due on the rent under this lease, and all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes assessed against the real property or against Lessee's leasehold interest. Lessor is a tax-exempt entity, therefore if any taxes or assessments are levied against Lessor by reason of this Lease or Lessee's occupancy of the premises, Lessee shall pay all such taxes

when due. In particular, Lessee is advised that real property taxes will be imposed against Lessor. Lessee shall be fully responsible for payment of all real property taxes assessed against Lessor for so long as this Lease remains in effect, and upon presentation by Lessor of a tax estimate from the Lake County Property Appraiser, Lessee shall remit the full estimated tax amount to Lessor within no more than 30 days, to be held for payment of taxes. If the actual taxes exceed the estimated amount, Lessee shall upon presentation of the actual tax bill remit to Lessor the difference upon demand.

7. **INSURANCE.** Lessor shall insure the property against damage by fire and other casualties, however **such insurance shall protect Lessor's interests only**. Lessee is responsible for insuring its own personal property on the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term: (i) personal injury and public liability insurance in the amount of \$2,000,000.00 as a single limits policy including death, personal injury, and property damage coverage, showing Lessor as a named insured, with a waiver of subrogation in favor of Lessor, which shall insure against not only any covered incidents occurring on the premises but also against any death, injury to persons or damage to property occurring as persons are entering or leaving the premises; (ii) workers compensation insurance covering any death or personal injury suffered by employees of Lessee while on the premises; and (iii) insurance covering the cost to remediate any petroleum or other contamination of the premises by any act or omission of Lessee. Proof of such insurance shall be provided to Lessor no later than the commencement of the term and annually thereafter for the balance of the term and any extensions. All such insurance shall be maintained with insurers licensed to operate in Florida, accorded a rating of "A" or better by A.M. Best.

8. **MAINTENANCE.** Lessee shall maintain the premises in such condition that the property does not become an eyesore and is in compliance with applicable codes and compatible with the conditions existing elsewhere on the airport. The property shall be returned to Lessor in good condition at the end of the term of this Lease, and shall if necessary to restore the premises to the same condition as at the inception of this Lease, grade, sod and/or seed the property so that any damage which

could result in erosion due to dead or dying vegetation resulting from Lessee's use is abated. Lessee shall also, at its sole expense, clean up immediately upon discovery any spill or leakage of oil, gasoline, diesel fuel or other petroleum products, lubricants or fluids (such as but not limited to coolant and brake fluid) discharged from vehicles brought or stored on site by or on behalf of Lessee. If Lessee fails to carry out its maintenance responsibilities properly, Lessor may give written notice of deficiencies to Lessee, specifying a time within which corrections are to be made, and if Lessee fails to act within the time specified, Lessor may make take all steps it deems necessary to remedy the problems cited and charge the cost thereof to Lessee as additional rent hereunder, to be payable immediately upon demand.

9. FIRE EQUIPMENT. Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for the leased premises in accordance with any State of Florida and City of Leesburg fire safety codes and requirements.

10. ENTRY AND INSPECTION. At any reasonable time, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this lease.

11. ADDITIONAL RENT. All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this lease, for nonpayment of the rent itself.

12. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds, shall be secured. At the end of the term or upon any earlier termination of this lease, all alterations and improvements on the premises shall become the property of Lessor and shall not be removed by Lessee, unless prior to termination or within 5 days thereafter Lessor directs removal of any such improvements, in which case lessee shall at its expense remove those improvements specified within 15 days after termination and return the premises to their original condition. Approval of any signs or improvements by Lessor under this Lease shall not constitute a waiver of Lessor's rights and obligations as the local government with regulatory jurisdiction over the premises, and Lessee is placed on express notice that it must obtain not only Lessor's approval under this Lease but also all permits, inspections and approvals required under Lessor's code of ordinances and applicable state law, and Lessor shall not be estopped by issuance of approval under this Lease from imposing any requirements and conditions it deems appropriate under its regulatory authority.

13. LEINS. The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing

materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

14. REPRESENTATIONS OF LESSOR. In order to induce Lessee to enter into this lease, the Lessor has made the following representations and no others:

A. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as Lessee performs all the covenants and agreements of this lease, Lessee shall have quiet and undisturbed possession of the premises;

C. Lessee is advised that FAA regulations may restrict the height and size of any structure placed on the premises by Lessee, and may otherwise restrict the use of the premises. Lessee will be responsible for ascertaining the nature and extent of, and complying with, all FAA requirements and restrictions pertaining to use of the premises.

15. REPRESENTATIONS OF LESSEE. In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee has inspected the premises and found them to be fit for its intended purposes, and accepts the premises in as is, where — is condition based solely on its own inspection and not on any representation or statement made by or on behalf of Lessor. Lessee understands the condition of the property, pavement and dirt, is aware the building formerly on the property has been recently demolished, agrees Lessor is not responsible for any damage to persons or property, including transport vehicles working on behalf of Lessee, resulting from the condition of the property, which as stated below Lessee accepts in its "as is" condition.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, and will not violate any zoning or land use rules during occupancy, and will obtain and keep in force

all licenses and permits required for the operation of Lessee's business at the premises. Lessee is placed on express notice that Lessor has not, by entering into this Lease, waived any rights or obligations it has as the local government with regulatory jurisdiction over the premises to enforce all zoning, building, land use and other codes and ordinances pertaining to the premises.

C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.

D. Lessee will perform and abide by each and every term, covenant and agreement of this lease.

E. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**

F. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this lease have been accomplished, that the person signing this lease is authorized to bind Lessee, and that Lessee will maintain its lawful existence at all times during the term of this Lease and any extensions.

16. **INDEMNITY.** Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made by anyone whomsoever against Lessor, or Lessor's interest in the premises, arising out of or in any way connected with Lessee's use and occupation of the premises, including without limiting the generality of the foregoing those matters

which are caused in whole or in part by the negligence of Lessor, its agents, servants or employees. If it becomes necessary for Lessor to defend any action against it, seeking to impose such liability, Lessee will pay not only any judgment entered against Lessor in such proceeding, but also all costs and attorney's fees incurred by Lessor in its defense of the proceeding.

17. **DAMAGE BY LESSEE OR BY FIRE AND CASUALTY.** In the event the premises are damaged by fire or other casualty, not caused by the negligent or deliberate acts of Lessee, its agents, servants, employees or guests, Lessor may elect to repair the damage within a reasonable time, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises, or in the alternative Lessor may at its sole option elect to terminate this Lease. If Lessor elects to terminate this Lease rather than repair the premises, any insurance proceeds payable due to a fire or other casualty shall be the sole property of Lessor.

If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, Lessee shall be obligated to restore the premises within a reasonable time at its expense, and if it fails to do so, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

18. **BANKRUPTCY.** This lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

19. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the

same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this lease on account of such default at any time the default remains outstanding, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this lease on account thereof.

20. **DEFAULT.** In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than five (5) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent.

Should Lessee fail to pay any rent or additional rent hereunder, and if such rent is not paid along with any interest, penalties and late charges, within 3 days after written notice given by Lessor to Lessee, then Lessor may retake possession of the premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of 6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee. Once Lessor has retaken possession (or if Lessee refuses to surrender possession, once Lessor has given Lessee written notice of termination) this lease shall be terminated and Lessee shall have no right to reinstate this lease, whether by payment of the arrearages or otherwise.

Upon termination of this lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the premises to Lessor in accordance with this lease, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

21. REMEDIES CUMULATIVE. Lessor's remedies under this lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

22. ARREARAGES. Any amount of money to be paid to Lessor by Lessee under this lease, which is not paid within 10 days of the date when it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

23. ASSIGNMENT. This lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, or pledge Lessee's leasehold interest as collateral for any debt or obligation of Lessee, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the

assignment will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by Lessee remains in existence.

If this lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

If Lessee or any assignee or sublessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder:

- a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this lease;
- b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;
- c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this lease to less than 51%;
- d. Any change in the partners of a lessee which is a general partnership;

e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner, any change in the membership or control of a limited liability company which is a lessee hereunder, or any other change in the ownership of a Lessee which is not a natural person, the effect of which is to reduce the percentage of ownership of the equity owners as of the date of this Lease to less than 51% of the total, outstanding equity ownership of the entity.

24. MEMORANDUM. Lessor may, at its option, record a memorandum of this lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises.

25. ESTOPPEL CERTIFICATE. At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The term, rental amount, termination date and other material conditions of this lease;

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

26. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

27. COSTS AND FEES. In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees, in addition to any other relief granted.

28. GOVERNING LAW. This lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this lease.

29. NOTICES. Any notice required by this lease shall be in writing and shall be either delivered in person, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective upon the date of postmark, and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

A. To Lessor: at the address given for payment of rent.

B. To Lessee: at the address given for billing.

30. CONSTRUCTION. Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner. This Lease shall not be construed more strongly against either party based on which party had the greatest role in its drafting or preparation.

31. NATURE OF AGREEMENT. This lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this

lease which are not expressly contained herein. This lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto.

32. BINDING EFFECT. BINDING EFFECT. This lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

33. CONDEMNATION. In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this lease or to repair and restore the remaining portion of the premises at its own expense, and keep this lease in force.

34. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

35. RULES AND REGULATIONS.

(a) The Lessor has appointed a manager for the Leesburg International Airport, and the Lessor reserves the right for the said manager or his duly authorized agent to enter the premises during business hours for the purpose of performing inspections considered necessary by the manager, and the Lessee shall promptly correct any conditions which are reasonably considered a hazard to life or to protect property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials in, on or about the premises leased; however, excluding motor vehicle fuel tanks.

(b) The Lessee covenants and agrees to observe and obey all reasonable and lawful rules and regulations which may, from time to time, during the term hereof, be adopted and promulgated by the Lessor for operations at said airport.

(c) The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the airport.

(d) The Lessor reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Lessee hereunder, Lessee shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor to continue to operate without competition.

(e) The Lessee agrees for itself, its successors and assigns, to prevent any use of the heretofore described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

(f) The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real property to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by F.A.A.

(g) This lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

(h) This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the Lessor acquired the property known as Leesburg International Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

36. NON-EXCLUSIVE RIGHT PROVISION. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

37. NONDISCRIMINATION PROVISIONS.

(a) The Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;

(2) That is the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any aspect of the process of such construction, or the awarding of bids;

(3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(b) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal of rights.

(c) Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly

discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provision (c) above.

(e) Lessee agrees that it shall insert the above provisions in any lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

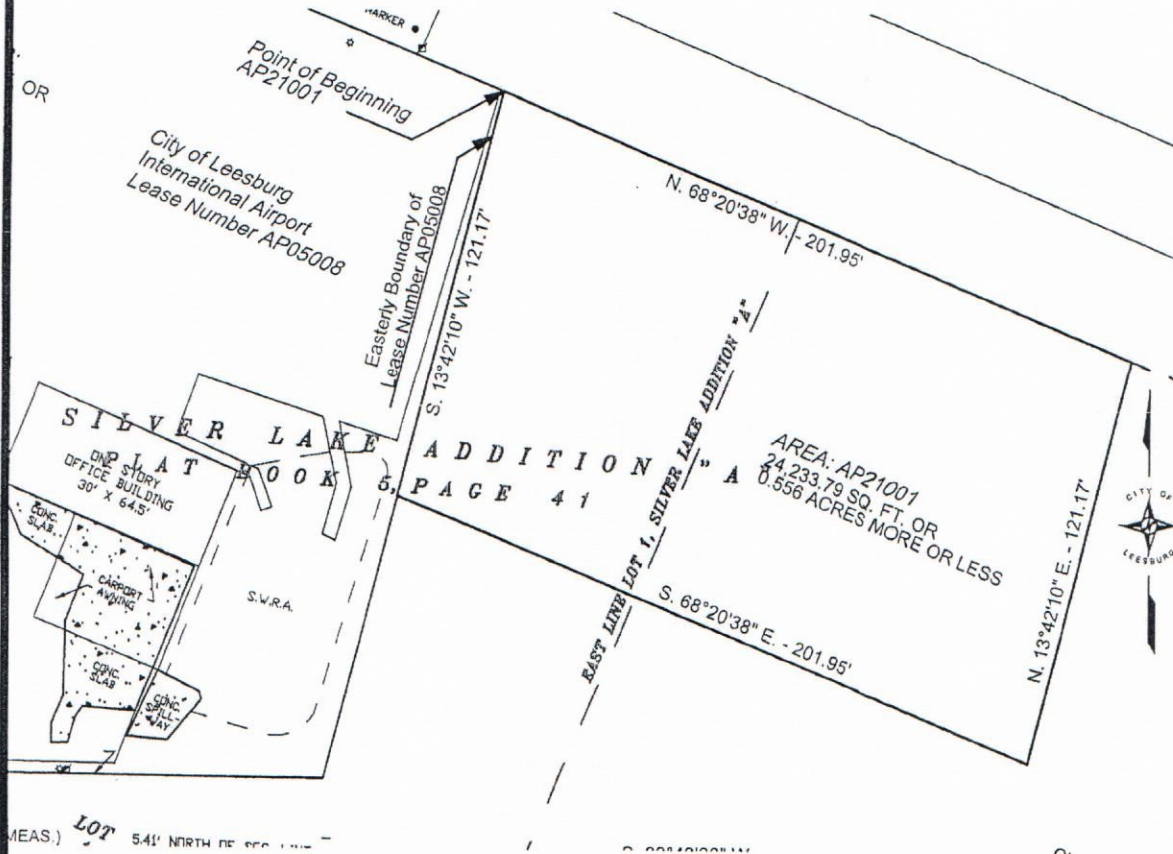
38. ADA COMPLIANCE. If during the term any alterations or improvements to the premises are required in order to comply with the: Americans With Disabilities Act, such improvements shall be the sole responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in all of its activities at the premises and shall indemnify Lessor and hold Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure by Lessee to make any improvements required by the ADA in connection with the use and occupancy of the premises by Lessee.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

EXHIBIT "A"

BEGIN AT THE NORTHEAST CORNER OF LEASE NUMBER AP05008, DATED 11/23/2005, OF THE CITY OF LEESBURG INTERNATIONAL AIRPORT, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF US HIGHWAY 441; FROM SAID POINT OF BEGINNING, RUN ALONG THE EASTERLY LINE OF AFOREMENTIONED LEASE NUMBER AP05008 S. 13°42'10" W., A DISTANCE OF 121.17 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S. 68°20'38" E. PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, A DISTANCE OF 201.95 FEET; THENCE, RUN PARALLEL TO SAID EAST LINE OF LEASE NUMBER AP05008 N. 13°42'10" E., A DISTANCE OF 121.17 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY OF US HIGHWAY 441; THENCE ALONG SOUTHERLY RIGHT OF WAY, RUN N. 68°20'38" W., A DISTANCE OF 201.95 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 24,233.79 SQ. FT. OR 0.556 ACRES MORE OR LESS.



GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 1 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the Easterly Boundary Line of City of Leesburg International Airport Lease Number AP05008, as being S. 13°42'10" E.
- 7: This sketch was prepared by the City of Leesburg under the direction of Tracy Dean, Airport manager City of Leesburg.



CITY OF LEESBURG
COMMUNITY DEVELOPMENT
LAND MANAGEMENT DIVISION
204 N. 5TH ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9760
FAX (352) 728-9679

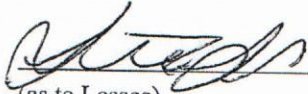
SKETCH OF DESCRIPTION

SUBARU PARKING AREA
CITY OF LEESBURG
INTERNATIONAL AIRPORT

DATE: 02/05/2021
DRAWN: ACP
CHECKED: ACP
APPROVED: T Dean
SCALE: 1" = 50'
FILE NO.: AP21001

SHEET
NUMBER
1
OF
1

WITNESSES (two required):


(as to Lessee)

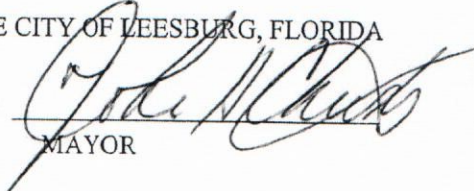

(as to Lessee)

LESSEE: IMPORT SALES OF LAKE
COUNTY, LLC.

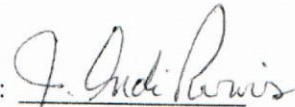
BY: 

DATE: 2/23/21

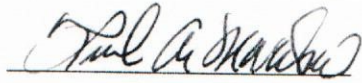
THE CITY OF LEESBURG, FLORIDA

BY: 
MAYOR

DATE: 3/22/21

ATTEST: 
CITY CLERK

APPROVED AS TO FORM AND CONTENT:


CITY ATTORNEY

RESOLUTION NO. 11,021

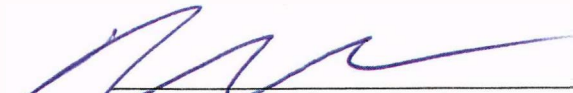
RESOLUTION OF THE CITY COMMISSION, OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT, BETWEEN THE CITY OF LEESBURG AND IMPORT SALES OF LAKE COUNTY, D.B.A. BILL BRYAN SUBARU; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a lease agreement with Import Sales of Lake County, LLC.

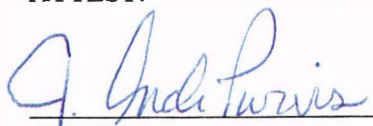
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of January 2022.



Mayor

ATTEST:



City Clerk

LEASE AGREEMENT

THIS INSTRUMENT, made and entered into the 24 day of Jan, **2022**, by and between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the Lessor, and **IMPORT SALES OF LAKE COUNTY, LLC, D/B/A BILL BRYAN SUBARU**, hereinafter called the Lessee,

WITNESSETH:

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the premises described and depicted on Exhibit "A" hereto, together with all driveways and parking areas, under the terms and conditions set forth below:

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROPERTY AND TERM.** This Lease supersedes and replaces a prior lease and amendments thereto between the parties, for the same premises. On the date the term of this Lease commences, all prior leases and agreements for the premises shall be canceled and annulled, and Lessee's tenancy at the premises shall be governed solely by this Lease. The Initial term of this Lease shall be for a period of Five years, commencing as of February 1, 2022, and will end at midnight on the last day of January, 2027. If Lessee is not in default under any term, condition or covenant of this Lease or any other agreement between Lessor and Lessee, then Lessee may at the end of the original term, renew for three additional 5-year terms. Lessee must give written notice to Lessor of Lessee's intent to renew, each of three renewal periods, which is actually received by Lessor no later than 90 days prior to the end of the initial or existing renewal term.

If at the end of the initial term or the end of each subsequent 5-year renewal period, Lessor does not retake possession of the premises, this Lease shall continue on a month to month basis, subject however to adjustment of Rent by Lessor at any time upon thirty days' written notice.

2. **RENT.** Rent beginning February 1, 2022, shall be paid monthly in the amount of \$11,821.02 per month, plus all applicable sales tax. Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at Post Office Box 490630, Leesburg, Florida, 34749-0630, or shall be paid at City Hall, 501 West Meadow Street, Leesburg, Florida, 34748, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee. Beginning on February 1, 2023, and on February 1 every year after that ("Change Date") for so long as this Lease (including all extension renewals if exercised), remains in effect, the amount of each monthly installment of rent shall be increased by the percentage increase since either the inception of this Lease, or the last adjustment in the rental amount, as the case may be, in the Consumer Price Index published by the U.S. Department of Labor (all Urban Consumers, U.S. City Average, 1982-84=100). There shall be no downward adjustments in rent. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living.

Time is of the essence of this Lease, and in particular Lessee acknowledges and agrees that it is responsible for paying the Rent promptly when due, and that failure to do so within 10 days of the due date will constitute a default under this Lease and entitle Lessor, after first giving three (3) days written notice of default to Lessee, to pursue any remedy allowed by law or under this Lease for a default. If at any time a check given by Lessee to Lessor is returned unpaid, thereafter Lessor may require all future payments under this Lease to be made in cash or by cashier's check.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid when due shall bear interest at the rate of 1.0% per month (12% per annum) from the date when the same was payable by the terms hereof, until the same is paid by Lessee.

If Lessee remains in possession after the expiration of the term on a month to month basis, Lessor may adjust the Rent as allowed by Florida law governing month to month tenancies.

3. **USE.** The premises shall be used only for the sale and service of new and used motor vehicles to the extent and in the manner permitted by applicable zoning codes, and no other use shall be made of the premises without the prior, written consent of Lessor. The Lessee shall make no unlawful or offensive use of the premises, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property.

Except as necessary in conjunction with its permitted activities listed above, Lessee shall not allow the production, improper use, handling or storage, or disposal, of illegal, dangerous or toxic chemicals or substances, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall clean up any environmental contamination on the property which is determined to be the result of Lessee's use and occupation thereof, and shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, as such may be defined from time to time by any local, State or Federal agency, whether at the premises or elsewhere. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on Lessee's premises.

4. **UTILITIES.** During the term of this lease, all utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, telephone and other telecommunications, cable or satellite television or radio service, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise), pest control, and janitorial service shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due.

5. **TAXES.** Lessee shall pay all sales taxes due on the rent under this lease and all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes assessed against this leasehold interest. Lessor is a tax exempt entity, therefore if any taxes or assessments are levied against Lessor by reason of this Lease or Lessee's occupancy of the premises, Lessee shall pay all such taxes when due.

6. **INSURANCE.** Lessor may, in its sole discretion, but is not required to, insure the property against damage by fire and other casualties, however **such insurance shall protect Lessor's interests only.** Lessee is responsible for insuring its own personal property on the premises, along with the property of Lessee's patrons which may from time to time be stored at the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term:

A. Public liability insurance against any and all claims and demands resulting from injuries received in connection with Lessee's occupancy of the premises, with limits of not less than \$1,000,000.00 combined single limit coverage for damages incurred or claimed for death, or bodily injury, or for damages to property, with Lessor shown on the policy as an additional insured.

B. Workers' Compensation Insurance, providing coverage against injury to Lessee's employees on the premises, as required by law.

C. Any other policies of insurance or special endorsements which Lessor may reasonably request from time to time due to changes in circumstances, or to any special risks arising out of Lessee's operations.

Proof of such insurance(s) shall be provided to Lessor no later than the commencement of the term and upon request by Lessor thereafter for the balance of the term.

7. **MAINTENANCE.** Lessee shall be responsible for the maintenance, repair, and replacements of structures and/or improvements on the property. Lessee shall maintain the

interior and exterior of any structures or other improvements on the premises so that they are at all times safe for their intended uses and habitations, and so that they do not become an eyesore. Lessee shall maintain all plumbing, heating and air conditioning systems and components, the roof, doors, windows, and the electrical system and all of its components. Lessee shall maintain all structures in such a manner that at the end of the term, the structures shall be returned to Lessor in good and serviceable condition, without any damage or wear other than and ordinary wear and tear a reasonable person would expect to occur over the life of the Lease term. Lessee's obligation shall extend to, but shall not be limited to, any and all cosmetic maintenance (including exterior and interior painting), all plumbing, electrical, heating and air conditioning systems; all telephone, telecommunication, cable television, natural gas and other utility lines; all mowing and exterior grounds keeping and landscaping. If Lessee fails to carry out its maintenance responsibilities properly, Lessor may give written notice of deficiencies to Lessee, specifying a time within which repairs are to be made, and if Lessee fails to act within the time specified, Lessor may make all repairs it deems necessary and charge the cost thereof to Lessee as additional rent hereunder, to be payable immediately upon demand.

8. **FIRE EQUIPMENT.** Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for each room of leased premises in accordance with the City of Leesburg fire safety codes and requirements. Proof of said compliance and regular inspections shall be provided to Lessor at least annually.

9. **ENTRY AND INSPECTION.** At any reasonable time, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit,

or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this lease.

Lessor may show the premises to prospective purchasers and Mortgagees, and during the 90 days prior to termination of this lease, to prospective tenants, during business hours on reasonable notice to Lessee.

10. **ADDITIONAL RENT.** All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this lease, for nonpayment of the rent itself.

11. **ALTERATIONS AND IMPROVEMENTS.** No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds, shall be secured, prior to commencement of work. At the end of the term or upon any earlier termination of this lease, all alterations and improvements on the premises, not including trade fixtures, shall become the property of Lessor and shall not be removed by Lessee, unless prior to termination or within 5 days thereafter Lessor directs removal

of any such improvements, in which case lessee shall at its expense remove those improvements specified within 15 days after termination and return the premises to their original condition.

12. **LIENS.** The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. Lessee must notify all persons providing labor, services, or materials to the premises of this provision and their inability to file a lien against the real property of Lessor. If such a lien is filed, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

13. **REPRESENTATIONS OF LESSOR.** In order to induce Lessee to enter into this lease, the Lessor has made the following representations and no others:

A. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as Lessee performs all the covenants and agreements of this lease, Lessee shall have quiet and undisturbed possession of the premises.

14. **REPRESENTATIONS OF LESSEE.** In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee has inspected the premises and found them to be fit for its intended purposes. Lessee accepts the premises in as – is, where – is condition, with all faults, and in so doing has relied solely on its own inspection of the premises and not on any statement or

representation made by or on behalf of Lessor regarding any aspect of the premises, the physical condition of the premises, or the suitability of the premises for the intended uses of Lessee.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, and will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises.

C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.

D. Lessee will perform and abide by each and every term, covenant and agreement of this lease.

E. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**

F. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this lease have been accomplished, and the person signing this lease is authorized to bind Lessee.

15. **INDEMNITY.** Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made against Lessor, or Lessor's interest in the premises, arising out of or in any way connected with Lessee's use and occupation of the premises, excepting only those matters which are the sole, direct and proximate result of

the gross negligence or deliberate acts of Lessor, its agents, servants or employees. If it becomes necessary for Lessor to defend any action against it, seeking to impose such liability, Lessee will pay not only any judgment entered against Lessor in such proceeding, but also all costs and attorney's fees incurred by Lessor in its defense of the proceeding.

16. **DAMAGE BY LESSEE OR BY FIRE AND CASUALTY.** In the event the premises are damaged by fire or other casualty, not caused by the negligent or deliberate acts of Lessee, its agents, servants, employees or guests, Lessor may elect to repair the damage within a reasonable time, and the rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the premises, or in the alternative Lessor may at its sole option elect to terminate this Lease. If Lessor elects to terminate this Lease rather than repair the premises, any insurance proceeds payable due to a fire or other casualty shall be the sole property of Lessor.

If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, Lessee shall be obligated to restore the premises within a reasonable time at its expense, and if it fails to do so, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

17. **BANKRUPTCY.** This lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

18. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this lease on account thereof.

19. **DEFAULT.** In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than five (5) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent.

Should Lessee fail to pay any rent or additional rent hereunder, and if such rent is not paid along with any interest, penalties and late charges, within 3 days after written notice given by Lessor to Lessee, then Lessor may retake possession of the premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of 6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee. Once Lessor has retaken possession (or if Lessee refuses to

surrender possession, once Lessor has given Lessee written notice of termination) this lease shall be terminated and Lessee shall have no right to reinstate this lease, whether by payment of the arrearages or otherwise.

Upon termination of this lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Lessee for each day or portion thereof that Lessee fails to surrender possession of the premises to Lessor in accordance with this lease, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

20. **REMEDIES CUMULATIVE.** Lessor's remedies under this lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

21. **ARREARAGES.** Any amount of money to be paid to Lessor by Lessee under this lease, which is not paid within 10 days of the date when it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

22. **ASSIGNMENT.** This lease may not be assigned by Lessee, nor may Lessee sublet the premises either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the assignment will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by Lessee remains in existence.

If this lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

If Lessee or any assignee or sub lessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder:

a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this lease to members other than the initial members of the LLC;

b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;

c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this lease to less than 51%;

d. Any change in the partners of a lessee which is a general partnership;

e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner, or any change in the membership or control of a limited liability company which is a lessee hereunder, except between the original members of the LLC.

f. Any other change in equity ownership of any Lessee which is not a natural person, as a result of which the percentage of equity ownership held by those persons who are equity owners as of the date this Lease is signed is reduced below 51%.

23. **MEMORANDUM.** Lessor may, at its option, record a memorandum of this lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises.

24. **ESTOPPEL CERTIFICATE.** At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The term, rental amount, termination date and other material conditions of this lease;

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

25. **RELATIONSHIP OF PARTIES.** Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

26. **COSTS AND FEES.** In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorney's fees, in addition to any other relief granted.

27. **GOVERNING LAW.** This lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this lease.

28. **NOTICES.** Any notice required by this lease shall be in writing and shall be either delivered in person, sent by UPS, Federal Express or other recognized and widely utilized overnight delivery service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the third business day after the date of postmark, any notice delivered in person shall be effective upon delivery, and any notice sent by overnight delivery service shall be effective on the first business day after the notice is placed in the hands of the delivery service. Any time period shall begin running as of the date on which the notice becomes effective as provided above, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- A. To Lessor at the address given for payment of rent.
- B. To Lessee by mailing or delivery to Lessee at the leased premises.

29. **CONSTRUCTION.** Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner.

30. **NATURE OF AGREEMENT.** This lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this lease which are not expressly contained herein. This lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto, including any Guarantors.

31. **BINDING EFFECT.** This lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

32. **CONDEMNATION.** In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this lease or to repair and restore the remaining portion of the premises at its own expense, and keep this lease in force.

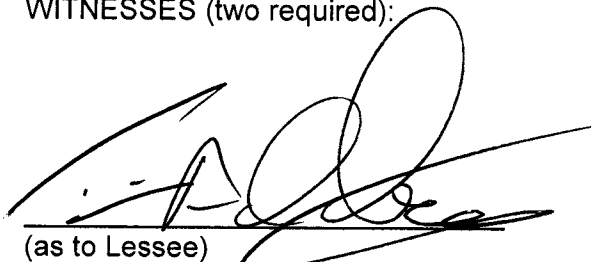
33. **SEVERABILITY.** If any provision hereof is declared invalid or unenforceable, it shall be severed here from and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

34. **ADA COMPLIANCE.** If during the term any alterations or improvements to the premises are required in order to comply with the Americans with Disabilities Act, such improvements shall be the responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in all of its activities at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure by Lessee to make any improvements required by the ADA in connection with the use and occupancy of the premises by Lessee.

35. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

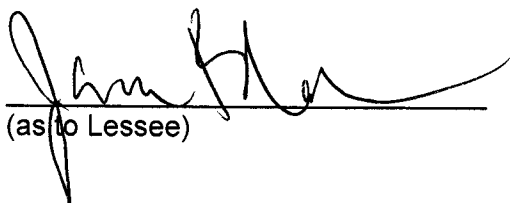
WITNESSES (two required):


(as to Lessee)

LESSEE: Import Sales of Lake County, LLC, D/B/A
Bill Bryan Subaru

BY:


Robert Audette


(as to Lessee)

DATE: 3/1/, 2022

LESSOR: The City of Leesburg, Florida

BY: _____

Mayor

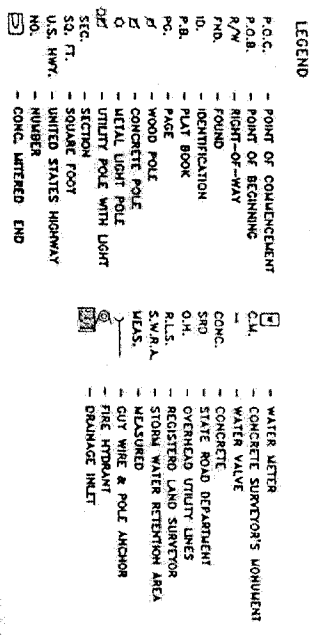
APPROVED AS TO FORM:

City Attorney

Attest: _____

City Clerk

END OF PIA CH
SER. 1571
416 NORTH
OF RIVER LINE



800 W. WYCKE STREET
LAKELAND, FLORIDA 33709-0430
PHONE (813) 720-4726
FAX (813) 720-0720

DATE: 1/16/02
DRAWN BY: S.W.P.
CHECKED BY: D.D.F.
APPROVED BY: D.H.K.
SCALE: 1" = 50'
FILE NO.: 48010008

SECTION NUMBER
21-19-25

SHEET
NUMBER
1
OF
1

Landlord Consent to Assignment (Subaru)

Final Audit Report

2023-04-04

Created:	2023-03-29
By:	Tracey Dean (tracey.dean@leesburgflorida.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxLSKbX4onyosUeQiA-nySIYwnmvKuPF5

"Landlord Consent to Assignment (Subaru)" History

-  Document created by Tracey Dean (tracey.dean@leesburgflorida.gov)
2023-03-29 - 4:49:35 PM GMT- IP address: 65.118.65.121
-  Document emailed to raudette@billbryanautos.com for signature
2023-03-29 - 4:53:13 PM GMT
-  Email viewed by raudette@billbryanautos.com
2023-04-04 - 1:04:36 PM GMT- IP address: 172.58.171.52
-  Signer raudette@billbryanautos.com entered name at signing as Rob Audette
2023-04-04 - 1:05:32 PM GMT- IP address: 172.58.171.52
-  Document e-signed by Rob Audette (raudette@billbryanautos.com)
Signature Date: 2023-04-04 - 1:05:34 PM GMT - Time Source: server- IP address: 172.58.171.52
-  Document emailed to lmorgan@morganautogroup.com for signature
2023-04-04 - 1:05:38 PM GMT
-  Email viewed by lmorgan@morganautogroup.com
2023-04-04 - 6:34:33 PM GMT- IP address: 107.144.80.30
-  Signer lmorgan@morganautogroup.com entered name at signing as Larry C. Morgan
2023-04-04 - 6:35:49 PM GMT- IP address: 107.144.80.30
-  Document e-signed by Larry C. Morgan (lmorgan@morganautogroup.com)
Signature Date: 2023-04-04 - 6:35:51 PM GMT - Time Source: server- IP address: 107.144.80.30
-  Agreement completed.
2023-04-04 - 6:35:51 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

This Instrument Prepared by
and Return To:
William Grant Watson, Esq.
Stone and Gerken, P.A.
4850 North Highway 19A
Mount Dora, FL 32757

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum"), is made and entered into this _____ day of _____, 2023, by and between **CITY OF LEESBURG**, a Florida municipal corporation, (referred to herein as the "Landlord") and **LEESBURG S AUTOMOTIVE MANAGEMENT, LLC**, a Florida limited liability company whose address is 3031 N. Rocky Point Drive W., Suite 700, Tampa, Florida 33607 (the "Tenant").

W I T N E S S E T H :

WHEREAS, the City ("Landlord") owns the real property known as the Leesburg International Airport, which is identified as Lake County Parcel ID Number 01-19-25-0500-038-00000 (the "Airport Property");

WHEREAS, on or about March 22, 2021, Landlord and Tenant entered into a written Lease Agreement with respect to a portion of the Airport Property near the intersection of US Highway 441 and Wilco Drive (the "Ground Lease") described and depicted more particularly on Exhibit "A" attached hereto (the "Leased Premises"); and

WHEREAS, pursuant to Section 13 of the Ground Lease, Landlord and Tenant desire to give record notice of the Ground Lease and certain terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Ground Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant, acknowledge and agree as follows:

1. **RECITALS.** The foregoing recitals are acknowledged as being true and correct and are incorporated herein by reference.

2. **TERM.** The term of the Ground Lease commenced on April 1, 2021, and shall continue on a month-to-month basis until terminated by either party providing written sixty (60) days' notice.

3. **LIEN RIGHTS OF TENANT.** Pursuant to Florida Statutes 713.10, it is the agreement of Landlord and Tenant that Tenant shall have no power to subject Landlord's interest in the Property or Leased Premises to construction, labor, mechanic's, or materialmen's liens of any kind. This agreement is reflected in Section 13 of the Ground Lease. All persons performing work, labor, or supplying materials at the Leased Premises on behalf of Tenant shall look solely to the interest of Tenant and not to that of Landlord for sums owed. Tenant is the only tenant of

the Leased Premises, thus all leases regarding the Leased Premises expressly prohibit such liability being imposed against Landlord.

4. **EFFECT OF MEMORANDUM.** All other terms, conditions, provisions and covenants of the Lease are hereby incorporated in this Memorandum by reference as though written out at length herein, and this Memorandum and the Ground Lease shall be deemed to constitute a single instrument or document. This Memorandum is intended to give notice of the Ground Lease. All rights and obligations of Landlord and Tenant documented herein are to be governed by and are not intended to alter, modify or amend the terms, covenants, conditions, limitations and restrictions contained in the Ground Lease. In the event of a conflict between the information contained in this Memorandum and the terms and conditions of the Ground Lease, the Ground Lease shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their respective hands and seals as of the day and year first above written.

Signed, sealed and delivered

LANDLORD:

CITY OF LEESBURG, a Florida Municipal corporation

By: _____
James A. Burry, Jr., Mayor

APPROVED AS TO FORM:

ATTEST:

William Grant Watson, City Attorney

J. Andi Purvis, City Clerk

TENANT:

**LEESBURG S AUTOMOTIVE
MANAGEMENT, LLC**, a Florida limited liability company,

By: _____

Print: _____

Title: _____

Witness

Witness

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____ as _____ of Leesburg S Automotive Management, LLC, who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

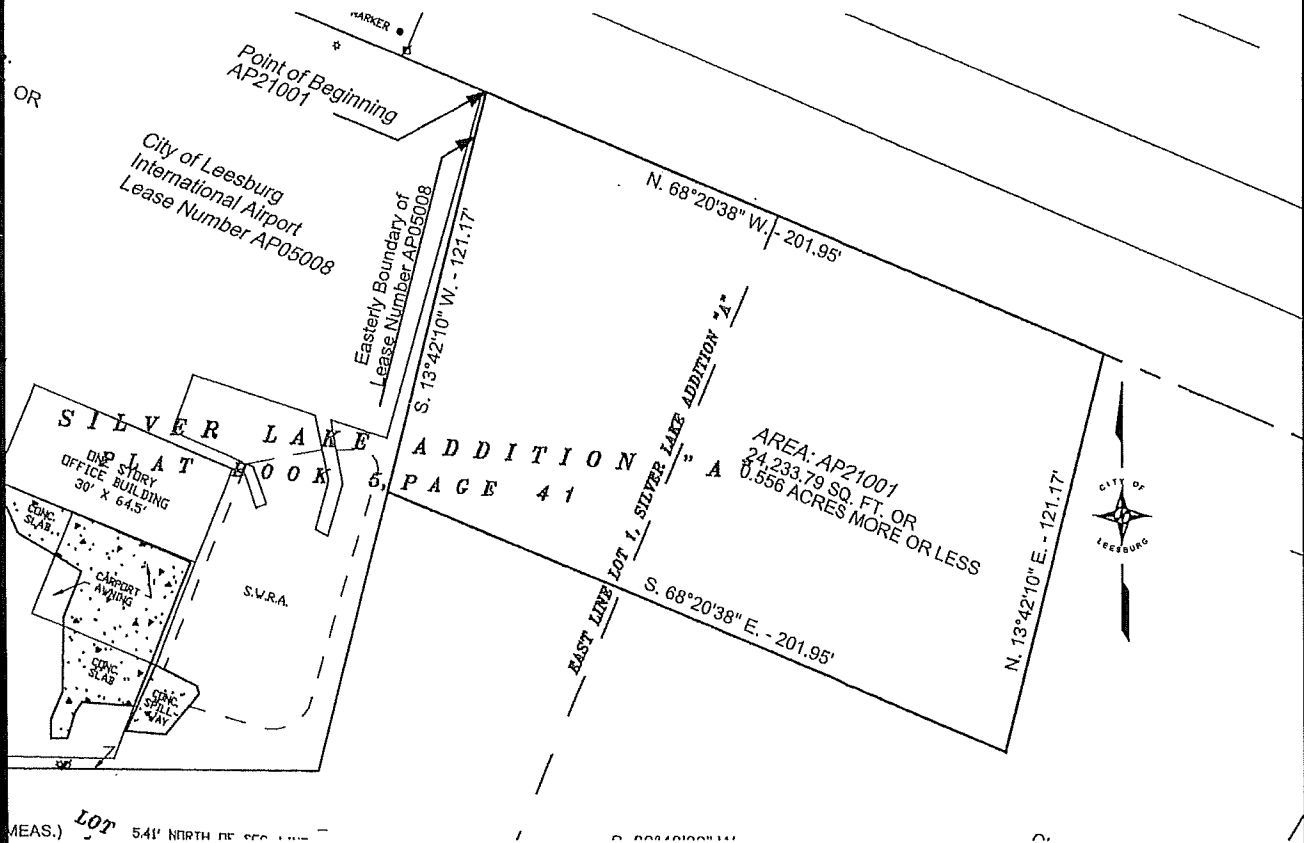
My Commission Number:
My Expiration Date:

(seal)

EXHIBIT "A"

BEGIN AT THE NORTHEAST CORNER OF LEASE NUMBER AP05008, DATED 11/23/2005, OF THE CITY OF LEESBURG INTERNATIONAL AIRPORT, SAID NORTHEAST CORNER ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF US HIGHWAY 441; FROM SAID POINT OF BEGINNING, RUN ALONG THE EASTERLY LINE OF AFOREMENTIONED LEASE NUMBER AP05008 S. 13°42'10" W., A DISTANCE OF 121.17 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S. 68°20'38" E. PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE OF US HIGHWAY 441, A DISTANCE OF 201.95 FEET; THENCE, RUN PARALLEL TO SAID EAST LINE OF LEASE NUMBER AP05008 N. 13°42'10" E., A DISTANCE OF 121.17 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY OF US HIGHWAY 441; THENCE ALONG SOUTHERLY RIGHT OF WAY, RUN N. 68°20'38" W., A DISTANCE OF 201.95 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 24,233.79 SQ. FT. OR 0.556 ACRES MORE OR LESS.



GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 1 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the Easterly Boundary Line of City of Leesburg International Airport Lease Number AP05008, as being S. 13°42'10" E.
- 7: This sketch was prepared by the City of Leesburg under the direction of Tracy Dean, Airport manager City of Leesburg.



CITY OF LEESBURG
COMMUNITY DEVELOPMENT
LAND MANAGEMENT DIVISION
204 N. 5TH ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9760
FAX (352) 728-9879

SKETCH OF DESCRIPTION

SUBARU PARKING AREA
CITY OF LEESBURG
INTERNATIONAL AIRPORT

DATE: 02/05/2021
DRAWN: ACP
CHECKED: ACP
APPROVED: T Dean
SCALE: 1" = 60'
FILE NO.: AP21001

SHEET
NUMBER
1
OF
1

This Instrument Prepared by
and Return To:
William Grant Watson, Esq.
Stone and Gerken, P.A.
4850 North Highway 19A
Mount Dora, FL 32757

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum"), is made and entered into this _____ day of _____, 2023, by and between **CITY OF LEESBURG**, a Florida municipal corporation, (referred to herein as the "Landlord") and **LEESBURG S AUTOMOTIVE MANAGEMENT, LLC**, a Florida limited liability company whose address is 3031 N. Rocky Point Drive W., Suite 700, Tampa, Florida 33607 (the "Tenant").

W I T N E S S E T H :

WHEREAS, the City ("Landlord") owns the real property identified and described on located at 8644 US Highway 441, Leesburg, Lake County, Florida 34788 and 8730 US Highway 441, Leesburg, Lake County, Florida 34788, said real property being more particularly described in Exhibit "A" attached hereto (the "Leased Premises");

WHEREAS, on or about January 24, 2022, Landlord and Tenant entered into a written Lease Agreement with respect to the Leased Premises (the "Lease"); and

WHEREAS, pursuant to Section 12 of the Lease, Landlord and Tenant desire to give record notice of the Lease and certain terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant, acknowledge and agree as follows:

1. **RECITALS.** The foregoing recitals are acknowledged as being true and correct and are incorporated herein by reference.

2. **TERM.** The initial term of the Lease shall be five (5) years, commencing as of February 1, 2022, and will end at midnight on the last day of January, 2027. Provided Tenant is not in default and furnishes timely notice to Landlord, the Lease may be renewed for up to three additional five (5) year terms.

3. **LIEN RIGHTS OF TENANT.** Pursuant to Florida Statutes 713.10, it is the agreement of Landlord and Tenant that Tenant shall have no power to subject Landlord's interest in the Property or Leased Premises to construction, labor, mechanic's, or materialmen's liens of any kind. This agreement is reflected in Section 12 of the Lease. All persons performing work, labor, or supplying materials at the Leased Premises on behalf of Tenant shall look solely to the interest of Tenant and not to that of Landlord for sums owed. Tenant is the only tenant of the

Leased Premises, thus all leases regarding the Leased Premises expressly prohibit such liability being imposed against Landlord.

4. **EFFECT OF MEMORANDUM.** All other terms, conditions, provisions and covenants of the Lease are hereby incorporated in this Memorandum by reference as though written out at length herein, and this Memorandum and the Lease shall be deemed to constitute a single instrument or document. This Memorandum is intended to give notice of the Lease. All rights and obligations of Landlord and Tenant documented herein are to be governed by and are not intended to alter, modify or amend the terms, covenants, conditions, limitations and restrictions contained in the Lease. In the event of a conflict between the information contained in this Memorandum and the terms and conditions of the Lease, the Lease shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their respective hands and seals as of the day and year first above written.

Signed, sealed and delivered

LANDLORD:
CITY OF LEESBURG, a Florida Municipal corporation

By: _____
James A. Burry, Jr., Mayor

APPROVED AS TO FORM:

ATTEST:

William Grant Watson, City Attorney

J. Andi Purvis, City Clerk

TENANT:

**LEESBURG S AUTOMOTIVE
MANAGEMENT, LLC**, a Florida limited liability company,

By: _____

Print: _____

Title: _____

Witness

Witness

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____ as _____ of Leesburg S Automotive Management, LLC, who is ☐ personally known to me or ☐ who produced the following identification:

Notary Public Signature

Notary Public Name

My Commission Number:
My Expiration Date:

(seal)

EXHIBIT "A"

That part of Lot 4, in Block 39 in Silver Lake Estates, according to the revised and corrected plat of the resubdivision thereof recorded in Plat Book 10, Pages 66 to 69, inclusive, Public Records of Lake County, Florida, and that part of Lot 1, in Silver Lake Addition "A", according to the Plat thereof recorded in Plat Book 5, Page 41, Public Records of Lake County, Florida, bounded and described as follows: begin at the intersection of the Easterly line of said Lot 1 with the South line of Section 16, Township 19 South, Range 25 East; thence run South 89°48' West along the South line of the said Section 16 a distance of 124.65 feet to an old established fence line for a point of beginning; from said point of beginning run thence South 89°48' West along the South line of said Section 16 a distance of 341.87 feet to a cement marker; thence run North 13°44' East 316.7 feet to the South line of the right of way of U.S. Highway No. 441; thence run South 68°19' East along the Southerly line of said right of way 56.52 feet; thence run North 22°33' East along the said right of way 18.21 feet; thence run South 68°18' East along the Southerly line of said right of way 275.5 feet to a cement marker intersecting the aforementioned division fence; thence run South 13°42' West 206.4 feet to the point of beginning.

Also

Begin at the intersection of the East line of Lot 1 in Silver Lake Addition "A", according to the Plat thereof recorded in Plat Book 5, Page 41, Public Records of Lake County, Florida, with South line of Section 16, Township 19 South, Range 25 East, run West along section line 466.52 feet to point of beginning; run thence North 13°44'00" East 316.70 feet, more or less, to South right-of-way line of U.S. Highway 441 as now existing; run thence Northwesterly along said South right-of-way line 200 feet; thence South 13°44'00" West to the South line of said section; thence East along section line to point of beginning.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: April 24, 2023

From: Lucy Gangone, (Library Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and the City Clerk to execute an Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of Library services; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the resolution authorizing the execution of the Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of Library services, for the purpose of extending the current Interlocal Agreement for an additional twelve months, and to amend Section 13(E) of the Agreement to allocate a base amount of \$25,000 to a participating library for programs and services.

Analysis:

On September 10, 2019, Lake County entered into an Interlocal Agreement with the City of Leesburg for the provision of public library services. The term of this Interlocal Agreement was for a period of three years, to 2022. On September 13, 2022, the County and the City of Leesburg entered into an extension of the Agreement for an additional 12 months, to September 30, 2023. The parties now want to extend the Agreement for an additional 12-month period, ending on September 30, 2024, to continue to discuss changes to the Interlocal Agreement and formulate recommendations. In the interim, the County is proposing a change in Fiscal Year 2023 - 2024 to Section 13(E) of the Agreement, *Appropriation of County Funds for Municipality*, to raise the base amount allocated annually from \$20,000 to \$25,000 for any member library that has reached Year Five of membership in the Lake County Library System.

Procurement Analysis:

N/A

Options:

1. Approve the resolution authorizing the Mayor and City Clerk to execute an Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg relating to the provision of library services; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funding from Lake County to the City of Leesburg for the provision of library services is expected to increase in the base amount by \$5,000, from \$20,000 to \$25,000. The formula for determining the library's proportionate share of the County's total appropriation will remain the same in FY 2023-2024, in FY 2022-2023, the City received an allocation of \$20,000 for a base amount, plus \$226,026 for circulation, for a total of \$246,026.

Account No. 001-0000-338-0700

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO
EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND THE CITY OF LEESBURG
RELATING TO THE PROVISION OF LIBRARY SERVICES; AND
PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with Lake County, Florida, whose address is P.O. Box 7800, Tavares, FL 32778, for an Amendment to the Interlocal Agreement between Lake County, Florida and the City of Leesburg, Florida for the provision of Library services.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of April 2023.

Mayor

ATTEST:

City Clerk

**AMENDMENT TO AGREEMENT
RELATING TO
PROVISION OF LIBRARY SERVICES**

This is an Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", by and through its Board of County Commissioners, and the City of Leesburg, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as "MUNICIPALITY" or "CITY", by and through its City Commission.

WITNESSETH:

WHEREAS, on September 10, 2019, the COUNTY entered into an Interlocal Agreement with the MUNICIPALITY for the provision of public library services (the "Agreement"); and

WHEREAS, on September 13, 2022, the County and the MUNICIPALITY entered into an extension of the Agreement for an additional 12-month period expiring on September 30, 2023; and

WHEREAS, the parties now want to extend the Agreement for an additional 12-month period expiring on September 30, 2024; and

WHEREAS, executing this Amendment is in the best interests of the parties and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. **Legal Findings of Law.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Amendment upon adoption hereof.
2. **Amendment.** The Agreement is hereby amended as follows:
 - A. Section 3, *Term*, is hereby amended to allow for an additional 12-month period and terminating on September 30, 2024.
 - B. Section 13 (E), *Appropriation of County Funds for Municipality*, is hereby amended to add Year Five: The COUNTY shall allocate a base amount of twenty five thousand dollars (\$25,000) to assist with funding of programs and services at its participating library.
3. **Effect of Amendment.** All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Amendment conflicts with the Agreement, this Amendment will govern.

**AMENDMENT TO AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG
RELATING TO PROVISION OF LIBRARY SERVICES**

IN WITNESS WHEREOF, the parties have signed this Amendment through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Kirby Smith, Chairman

This ____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh
County Attorney

**AMENDMENT TO AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF LEESBURG
RELATING TO PROVISION OF LIBRARY SERVICES**

MUNICIPALITY

ATTEST:

CITY OF LEESBURG

J. Andi Purvis, City Clerk

Jimmy Burry, Mayor

This _____ day of _____, 2023.

Approved as to form and legality:

Grant Watson, City Attorney

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: April 24, 2023

From: Brad Chase, (Electric Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from the City of Fruitland Park, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from the City of Fruitland Park, Florida, for the property described therein.

Analysis:

The City of Fruitland Park, Florida, is granting a Utility Easement to the City of Leesburg, for the purpose of construction, installation, repair, maintenance, and improvement of the underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution accepting and approving the Utility Easement as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA, ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM THE CITY OF FRUITLAND PARK, FOR THE PURPOSE
OF GRANTING THE CITY AN EASEMENT OVER THE PROPERTY
DESCRIBED THEREIN; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Utility Easement granted to the City of Leesburg, by the City of Fruitland Park, for the purpose of granting the City a Utility Easement over, under, across, through and within the real property described in the document is hereby accepted.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of April 2023.

Mayor

ATTEST:

City Clerk

Record and Return to:

Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711

PERMANENT UNDERGROUND UTILITY EASEMENT

THIS GRANT OF A PERMANENT UNDERGROUND UTILITY EASEMENT, made this ____ day of _____, 2023, by **CITY OF FRUITLAND PARK**, a Florida municipal corporation, created under the laws of the State of Florida, 506 W. Berkman St., Fruitland Park, FL 34731 hereinafter called the Grantor, to and in favor of the **CITY OF LEESBURG**, a Florida municipal corporation, created under the laws of the State of Florida, _____, _____, hereinafter called the Grantee.

1. **Background.** Grantor is the owner of certain real property situate in Lake County, Florida, more particularly described in **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Property”).

Grantor is constructing a new public works building on the Property and desires electric service from Grantee. Grantee desires to provide electric service to the Grantor and requires a perpetual, non-exclusive easement under, over and across a portion of the Property which is more particularly described and depicted in **Exhibit “B”** attached hereto and made a part hereof by this reference (the “Utility Easement Property”) 10+/- feet wide consisting of _____ SF for utility purposes with full authority to enter upon construct, operate, repair, replace and maintain underground electrical lines and a transformer, and all other related and appurtenant facilities over, under, through and across the Utility Easement Property. Grantor is willing to grant Grantee an easement for said purpose, subject to the terms and conditions set forth below.

2. **Grant of Easement.** In consideration of the covenants and obligations set forth herein and other good and valuable consideration in the sum of Ten and No/100 Dollars (\$10.00) paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants, conveys and declares unto Grantee, its successors and assigns, a perpetual, non-exclusive utility easement including rights under, over, through and across the Utility Easement Property, for the purpose of the construction, operation, repair and maintenance of underground electrical lines, a transformer and all other related and appurtenance facilities (the “Facilities”).

3. **Use by Grantor.** Grantor retains the right to use the Utility Easement Property, so long as such rights do not unreasonably interfere with Grantee’s rights hereunder. The Property is subject to all matters of record, the retained rights of Grantor and whatever other easements, rights, licenses, or grants that contemporaneous herewith or subsequent hereto, may be granted, or otherwise created by Grantors, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purpose. The Utility Easement Property shall revert to Grantor upon release.

4. **Grantor's Improvements.** Grantee shall replace and restore any and all improvements of Grantor within the Utility Easement Property and Grantor's adjoining land, including the Temporary Construction Easement as hereafter defined, which are disturbed by Grantee's activities (collectively, Grantor's Improvements).
5. **Maintenance.** After Grantee commences construction of the Facilities in the Utility Easement Property, Grantee shall maintain, repair and replace the Facilities in good order, condition and state of repair.
6. **Grant of Temporary Easement.** Grantor hereby grants, conveys and declares unto Grantee, its successors and assigns, a 30' wide temporary construction easement adjacent to and running along the boundary of the Utility Easement Property for the purpose of allowing the Grantee to enter upon the Temporary Easement Property with people and equipment to install the Facilities in the Utility Easement Property. The Temporary Construction Easement shall expire upon completion of construction of the Facilities within the Utility Easement Property.
7. **Covenants with the Land.** All rights, privileges, benefits and burdens created herein are covenants running with the land, binding upon and inuring to the benefit of Grantor, Grantee and their respective assigns and successors in title.
8. **Title.** Grantor does hereby covenant that Grantor is lawfully seized and possessed of the Utility Easement Property subject to no mortgages or encumbrances, and that it has good and lawful right to convey said easement without the joinder and consent of any third party.
9. **Incidental Rights.** Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily included incidental thereto.
10. **Captions.** The captions included herein are for reference only and should not be used in construing any of the terms hereof. This Utility Easement shall be construed and enforced in accordance with the laws of the State of Florida.
11. **Attorneys Fees.** In the event that Grantor or Grantee or either of their successors in title institutes legal proceedings against the other party to enforce any term of this Utility Easement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceeding and in bankruptcy.

IN WITNESS WHEREOF, the said first has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of:

Grantor: CITY OF FRUITLAND PARK

Witness Signature

Print Name

By: _____
Chris Cheshire, Mayor

Witness Signature

Attest: _____
Esther Coulson, City Clerk

Print Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of _____, 2023 by Chris Cheshire, Mayor of the City of Fruitland Park, a Florida municipal corporation on behalf of the corporation. He is [X] personally known to me or has produced _____ as identification.

NOTARY PUBLIC

ACCEPTED BY CITY OF LEESBURG (Grantee).

Witness Signature

Print Name

By: _____
_____, Mayor

Witness Signature

Attest: _____
City Clerk

Print Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of _____, 2023 by _____, Mayor of the City of Leesburg, a Florida municipal corporation on behalf of the corporation. He is [X] personally known to me or has produced _____ as identification.

NOTARY PUBLIC

EXHIBIT "A"
(the Property)

Parcel No. 33-18-24-0004-000-04701

Alternate Key No. 1284201

Legal Description: That part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 18 South, Range 24 East, Lake County, Florida, lying West of the Westerly right of way line of the abandoned Seaboard Coast Line Railroad, LESS the North 511 feet thereof, and also LESS the South 283 feet of the West 125 feet, thereof, also LESS the South 33 feet thereof for road right of way.

That part of the abandoned Seaboard Coast Line Railroad right of way, 50 feet wide, lying in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 18 South, Range 24 East, Lake County, Florida, LESS the South 33 feet thereof for road right of way.

EXHIBIT “B”
(the Utility Easement Property)

See Attached

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

DESCRIPTION:

A 10 FEET WIDE STRIP OF LAND FOR A UTILITY EASEMENT OVER, ACROSS, UPON AND THROUGH THAT PORTION OF PARCEL NO. "1", AS RECORDED IN OFFICIAL RECORDS BOOK 2651, PAGES 1813 - 1814, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING WITHIN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33, THENCE ON A BEARING RELATED TO THE FLORIDA STATE PLANE COORDINATES, EAST ZONE, N89°39'25"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 301.23 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE FORMER ACL RAILROAD; THENCE DEPARTING SAID SOUTH LINE RUN N00°12'28"W ALONG SAID FORMER WEST LINE OF ACL RAILROAD, A DISTANCE OF 33.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL NO. 1, SAID SOUTHEAST CORNER ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SPRING LAKE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 993, PAGE 1231, PUBLIC RECORDS OF LAKE COUNTY FLORIDA AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N89°39'25"W, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN N00°12'28"W A DISTANCE OF 365.87 FEET; THENCE S89°47'32"W A DISTANCE OF 148.58 FEET; THENCE N00°00'00"E A DISTANCE OF 10.00 FEET; THENCE N89°47'32"E A DISTANCE OF 158.55 FEET TO A POINT ON THE EAST LINE OF AFORESAID PARCEL NO. 1; THENCE ALONG THE SAID EAST LINE, RUN S00°12'28"E A DISTANCE OF 375.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,247.14 SQUARE FEET, MORE OR LESS.

NOTES:

- 1. THIS SKETCH OF DESCRIPTION (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- 3. BEARINGS AND FLORIDA STATE PLANE COORDINATES, EAST ZONE, SHOWN HEREON ARE BASED ON FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (SPCS '83-2011). THE SPECIFIC LINE USED FOR THIS SKETCH WAS THE NORTH RIGHT OF WAY LINE OF SPRING LAKE ROAD, AS BEING N89°39'25"W.
- 4. THE INSTRUCTIONS FOR THE SKETCH AND DESCRIPTION WERE TAKEN FROM DOCUMENTS FURNISHED BY ROBB DICUS; PUBLIC WORKS DIRECTOR CITY OF FRUITLAND PARK. INCLUDED IN REQUEST WAS AERIAL DIAGRAM FROM GSB CONSTRUCTION WITH GENERAL EASEMENT LOCATION FOR INSTALLATION OF ELECTRIC BY THE CITY OF LEESBURG. ALSO FURNISHED WAS ENGINEERING PLANS WITH PROPOSED EASEMENT LINEWORK AND GENERAL SITE PLAN FOR PUBLIC WORKS BUILDING.
- 5. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
- 6. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- 7. THIS SKETCH MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.
- 8. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/60 OR SMALLER.

CERTIFIED TO:
CITY OF FRUITLAND PARK

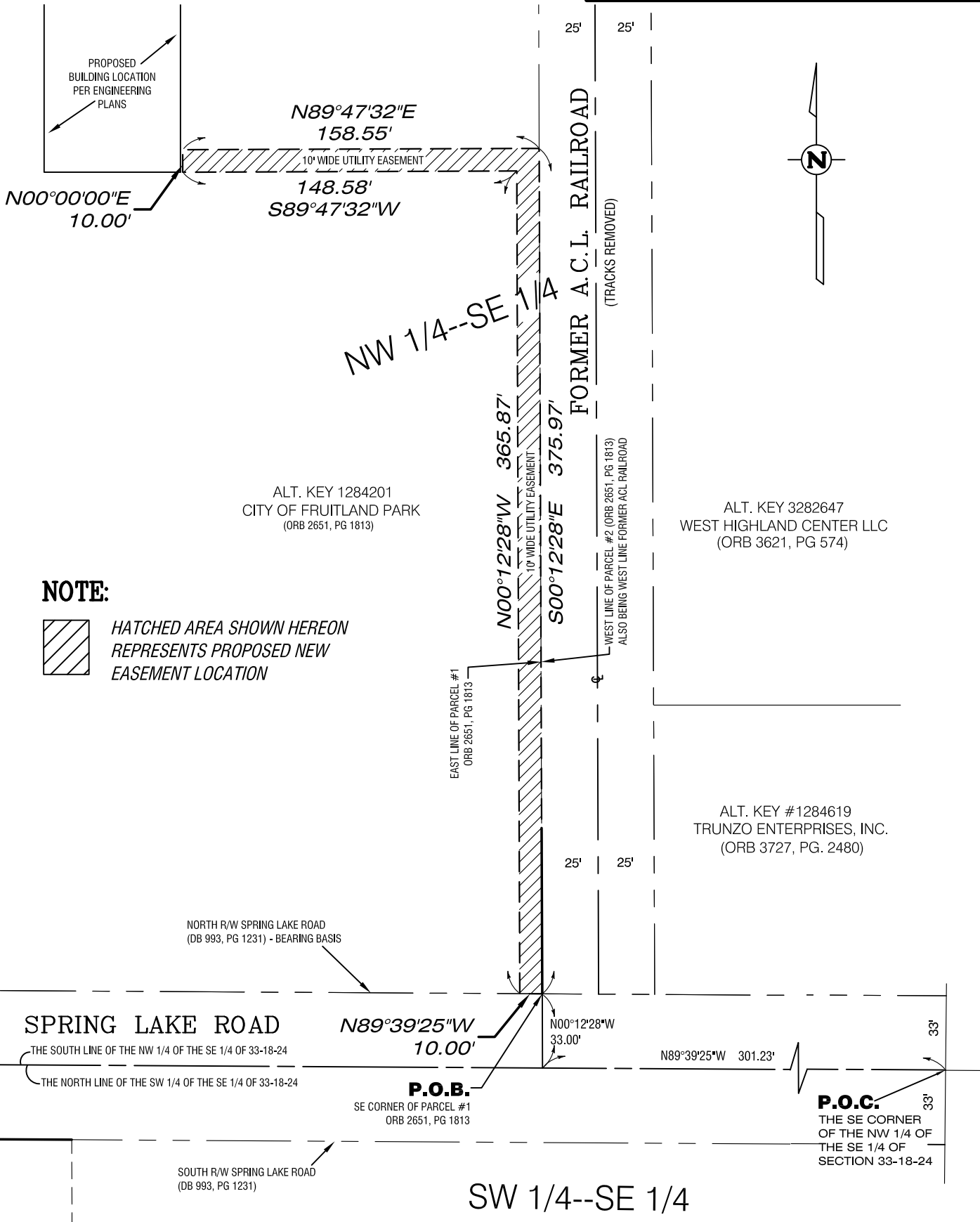
Signature of John T. McGlohorn
DATE: 03/02/2023
JOHN T. MCGLOHORN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6023



SHEET 1 OF 2
CLIENT: CITY OF FRUITLAND PARK
JOB NO.: 043866.001
ACAD FILE: 043866.001 COFP PW Elec Esmt.dwg
DATE: 03/02/2023 CHECKED BY: JTM
DRAWN BY: TRS FLD. BOOK: NA
REVISIONS:
DATE:

SKETCH OF DESCRIPTION
IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.
CITY OF FRUITLAND PARK
10 FT. UTILITY EASEMENT
HALFF
902 NORTH SINCLAIR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8495
LICENSED BUSINESS #8348

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)



NOTE:



HATCHED AREA SHOWN HEREON
REPRESENTS PROPOSED NEW
EASEMENT LOCATION

LEGEND

CM	CONCRETE MONUMENT	PB	PLAT BOOK
ID.	IDENTIFICATION	PRM	PERMANENT REFERENCE MONUMENT
(C)	CALCULATED	R/W	RIGHT OF WAY
(M)	MEASURED	DB	DEED BOOK
ORB	OFFICIAL RECORD BOOK	ESMT	EASEMENT
PG(S)	PAGE(S)	LB	LICENSED BUSINESS
(P)	BY PLAT	FD	FOUND
POB	POINT OF BEGINNING	PT	POINT OF TANGENCY
POC	POINT OF COMMENCEMENT	L	LENGTH
UE	UTILITY EASEMENT	T	TANGENT
CL	CENTERLINE	CH	CHORD LENGTH
		CB	CHORD BEARING

SHEET 2 OF 2

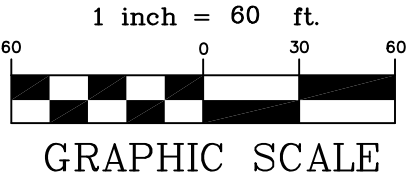
CLIENT	CITY OF FRUITLAND PARK
JOB NO.	043866.001
ACAD FILE	043866.001 COFP PW Elec Esmt.dwg
DATE	03/02/2023
CHECKED BY:	JTM
DRAWN BY:	TRS
FLD. BOOK:	NA
REVISIONS	DATE

SKETCH OF DESCRIPTION
IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST
LAKE COUNTY, FLORIDA.
CITY OF FRUITLAND PARK
10 FT. UTILITY EASEMENT

**HALFF**[®]

902 NORTH SINCLAIR AVE.
TAVARES, FLORIDA 32778

OFFICE: 352.343.8481
FAX: 352.343.8495
LICENSED BUSINESS #8348



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: April 24, 2023

From: Robert Thilmony, (Gas Director)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing position modifications within the Gas Operations Division; and providing an effective date.

Staff Recommendation:

Staff recommends reclassing two vacant positions, converting a Gas Equipment Operator to a Gas Service Planner and a Distribution Foreman to a Utility Locating Foreman.

Analysis:

Staff is asking to take two vacant positions and reclass them to solve an immediate need:

- 1) Reclass a vacant Gas Equipment operator to a Gas Service Planner
 - 2) Reclass a vacant Distribution Foreman to a Utility Locating Foreman
- Both of these positions will report to the existing Operations Supervisor.

Procurement Analysis:

N/A

Options:

- 1) Approve the recommended modification as presented; or,
- 2) Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Due to several vacancies in this department, there will not be a fiscal impact for the current year.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING POSITION MODIFICATIONS WITHIN THE GAS
OPERATIONS DIVISION; AND PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission hereby authorizes the approval of two position declassifies in the Gas Operations division, changing a Gas Equipment Operator to a Gas Service Planner and a Distribution Foreman to a Utility Locating Foreman.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of April 2023.

Mayor

ATTEST:

City Clerk

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: April 24, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida approving execution of a Vacant Land Contract for purchase of certain real property located on SR 44 and described more particularly in the contract; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution which ratifies and approves execution of the contract to purchase a 1.45-acre parcel located on SR 44 from the Davis Revocable Living Trust dated February 22, 2007.

Analysis:

The purpose of this purchase is to establish a new electric substation on the parcel.

Procurement Analysis:

N/A

Options:

1. Adopt the Resolution authorizing the Mayor and City Clerk to execute the Vacant Land Contract; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The current Electric Capital Projects budget includes funds for this purchase.

Account No.	041-1099-531-6110
Project No.	410014
WF No.	WF1482465/1
Budget	\$500,000.00
Available	\$500,000.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA APPROVING EXECUTION OF A VACANT LAND CONTRACT
FOR PURCHASE OF CERTAIN REAL PROPERTY LOCATED ON SR 44 AND
DESCRIBED MORE PARTICULARLY IN THE CONTRACT; AND
PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City Commission ratifies and approves execution of the vacant land sale contract attached hereto and approves the City's purchase of the real property described therein according to the terms and conditions of the contract.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of April 2023.

Mayor

ATTEST:

City Clerk

Vacant Land Contract

1. **Sale and Purchase ("Contract"):** Davis Revocable Living Trust dated February 22, 2007
("Seller") and City of Leesburg
("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:
Address: SR 44, Leesburg, FL 34748
Legal Description: As described by Lake County, Florida Property Appraiser Alternate Key # 1171784.
SEC 19 /TWP / 19 /RNG 24 of Lake County, Florida. Real Property ID No.: 19-19-24-0004-000-01800
including all improvements existing on the Property and the following additional property:
2. **Purchase Price:** (U.S. currency) \$ 390,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: TBD
Escrow Agent's Contact Person: _____
Escrow Agent's Address: _____
Escrow Agent's Phone: _____
Escrow Agent's Email: _____
- (a) Initial deposit (\$0 if left blank) (Check if applicable)
☐ accompanies offer
☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)
after Effective Date \$ 2,500.00
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
☐ within _____ days (10 days if left blank) after Effective Date \$ _____
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
- (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
- (d) Other: \$ _____
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
to be paid at closing by wire transfer or other Collected funds..... \$ 387,500.00
- (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
calculation: _____
3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before April 10, 2023, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter-offer.**
4. **Closing Date:** This transaction will close on 15 days after Due Diligence period ("Closing Date"), unless specifically
extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.
5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is 1 of 8 pages.
VAC-14x Rev 9/22 3/21

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. **Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☒ within 20 days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 60 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Dan Tatro - 5% 470 JD
Seller's Sales Associate/License No.

N/A
Buyer's Sales Associate/License No.

Buyer (LOH) and Seller (JD) () acknowledge receipt of a copy of this page, which is 6 of 8 pages.
VAC-14x Rev 9/22 3/21

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329* Dan@dt-sells.com
330 Seller's Sales Associate Email Address
331
332* 352-396-9136
333 Seller's Sales Associate Phone Number
334
335* Grizzard Commercial Real Estate Group LLC
336 Listing Brokerage
337
338 9738 US Hwy 441, Ste 104, Leesburg, FL 34788
339* Listing Brokerage Address

Buyer's Sales Associate Email Address
Buyer's Sales Associate Phone Number
Buyer's Brokerage
Buyer's Brokerage Address

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
341 (Check if applicable):
342* ☐ A. Back-up Contract
343* ☐ B. Kick Out Clause
344* ☐ C. Other

345* 23. Additional Terms: This contract is contingent on the Buyer obtaining the following during the Due Diligence
346 period:
347 1. City Commission approval of purchase
348 2. Property Appraising at or above purchase price
349 3. City obtaining annexation and adequate zoning for desired use.
350
351
352
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360

361 COUNTER-OFFER/REJECTION

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* ☐ Seller rejects Buyer's offer

365 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
366 signing.

367* Buyer: William G. Watson, City Attorney Date: 4/11/23

368* Print name: William G. Watson City of Leesburg

369* Buyer: _____ Date: _____

370* Print name: _____

371 Buyer's address for purpose of notice:

372* Address: _____

373* Phone: _____ Fax: _____ Email: _____

374* Seller: * Janet D Davis Date: 4/12/23

375* Print name: Janet D. Davis, Trustee

376** Seller: _____ Date: _____

377* Print name: _____

Buyer WM and Seller JD acknowledge receipt of a copy of this page, which is 7 of 8 pages.
VAC-14x Rev 9/22 3/21

378

Seller's address for purpose of notice:

379*

Address: 1067 S. 8th St Leesburg, FL 34748

380*

Phone: 352-787-4283

Fax: _____

Email: musicpastel@brd.com

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer (WR) (____) and Seller (JD) (____) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-14x Rev 9/22 3/21

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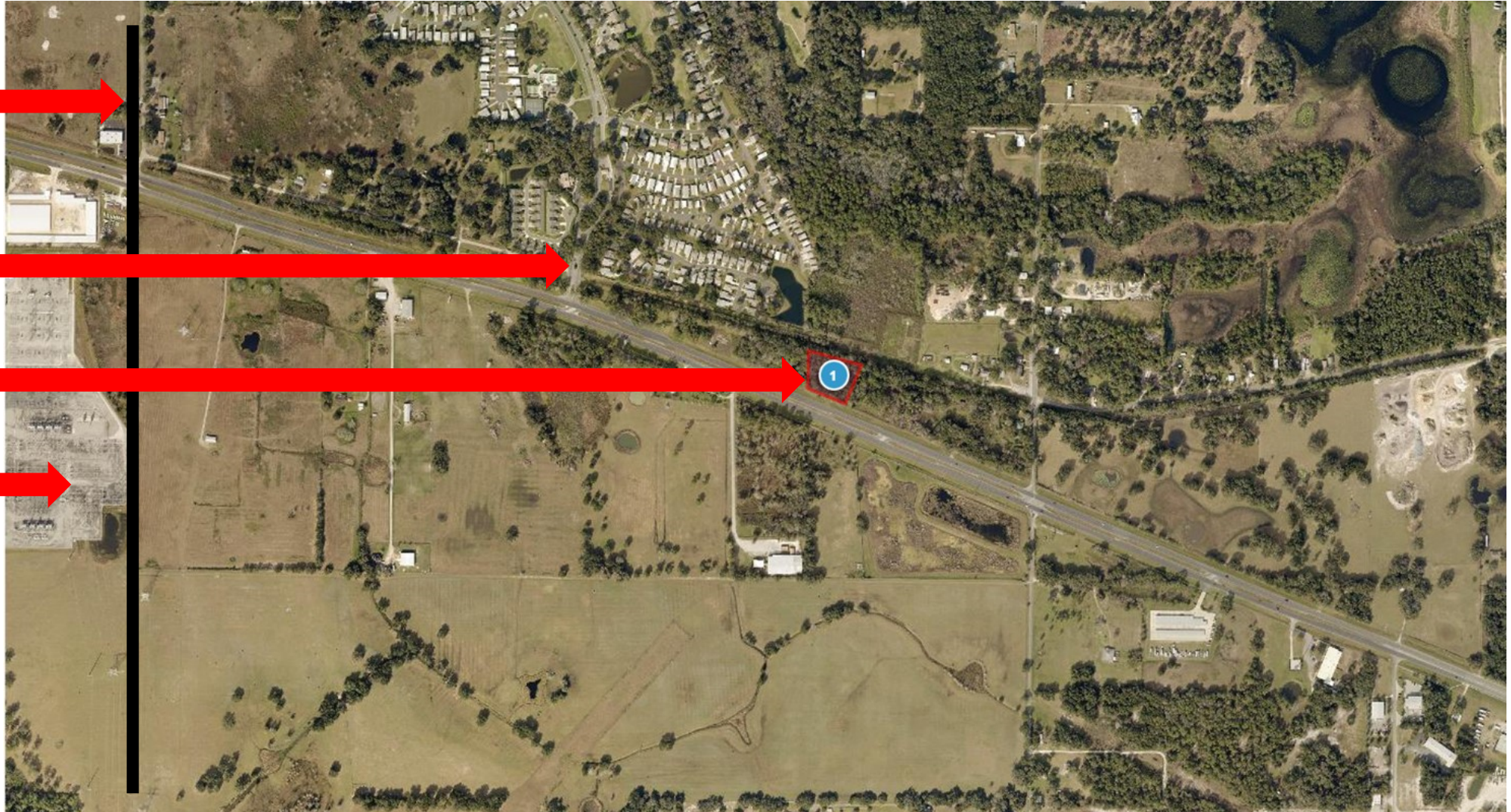
Leesburg Electric – Substation Location

Lake/Sumter County Line

Pennbrooke Fairways
Entrance

LEE – Distribution Substation
Site

Duke – Florida Transmission
Substation



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.7.

Meeting Date: April 24, 2023

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a Dedication for Public Street Right-of-Way for a 50-foot-wide strip of land lying within Sections 9 and 16, Township 20 South, Range 24 East, Lake County, Florida; and providing an effective date.

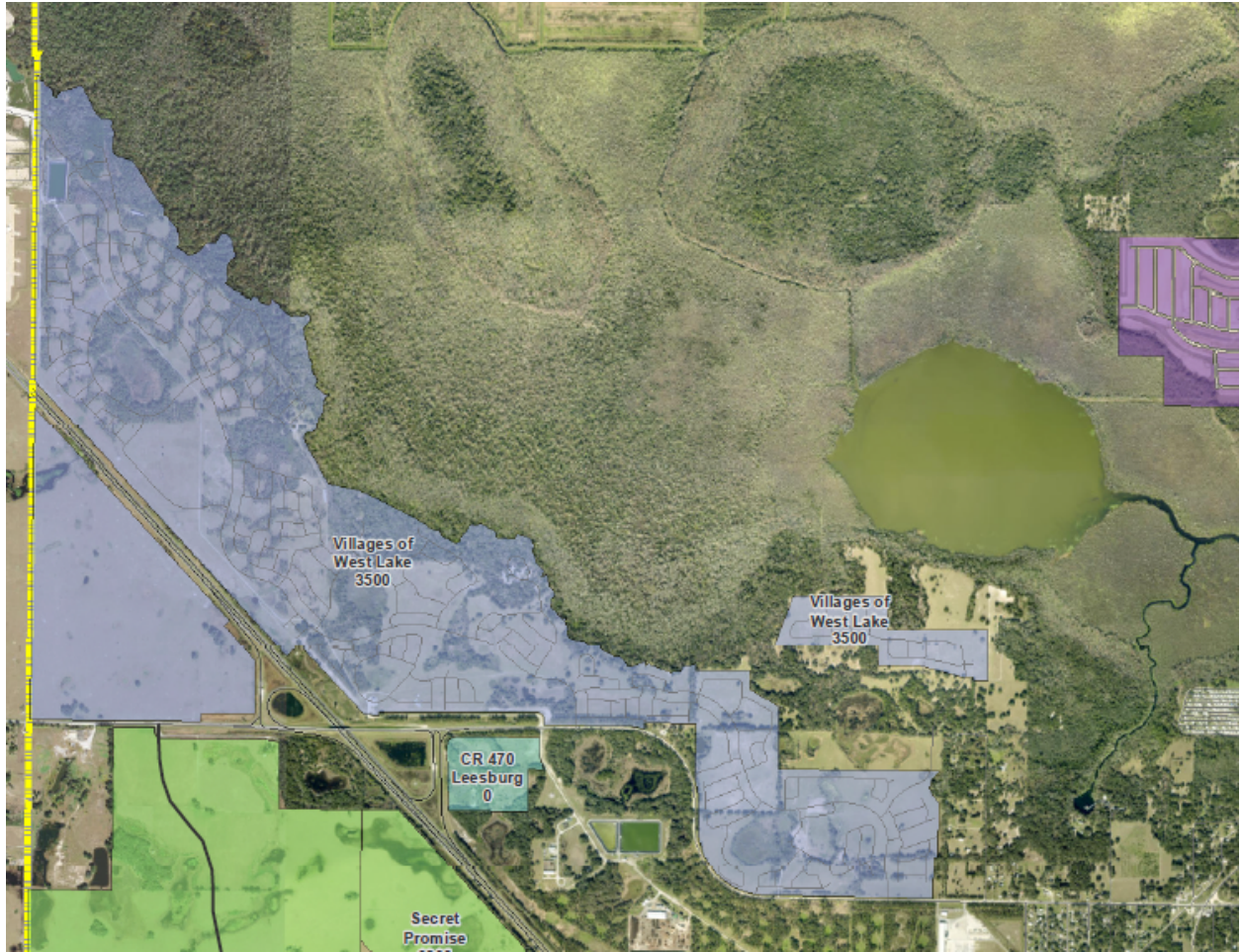
Staff Recommendation:

Approve resolution granting 50 foot-wide easement to the Villages.

Analysis:

When Leesburg sold the "Northern 470 Property" to the Villages, the transaction was completed by selling two parcels. This course was taken because property owned by the City between the parcels is designated as conservation land pursuant to the Florida Communities Trust (FCT). In completing the land purchase, the City and Villages confirmed that development could occur in the "island" parcel, but nothing could be developed between the parcels. However, FCT consented to the construction of a road to link the parcels together because in the future the City can utilize the road to promote permitted activities in the conservation area.

As the Villages progresses with the construction of the Villages of West Lake, an easement needs to be granted to the Villages to permit the construction of the road, which will be (1) dedicated to the City; (2) issued a maintenance warranty for two years; and (3) provide public access to the conservation area for an undetermined project in the future.



Procurement Analysis:

N/A

Options:

1. Approve Resolution as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF LEESBURG, FLORIDA, AUTHORIZING AND
DIRECTING THE MAYOR AND THE CITY CLERK TO
EXECUTE A DEDICATION FOR PUBLIC STREET RIGHT-
OF-WAY FOR A 50-FOOT-WIDE STRIP OF LAND LYING
WITHIN SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH,
RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, section 2-1 of the City of Leesburg Code of Ordinances provides that the city may convey any real or apparent interest the city has in real property after adoption by the city commissioners of a resolution setting forth the terms and conditions of such conveyance; and

WHEREAS, the city desires to dedicate and convey to and for the benefit of the public a 50-foot-wide public street right-of-way over, across, under and through that certain strip of land owned in fee simple by the city and legally described in **Exhibit “A”** and depicted in **Exhibit “B”** each of which is attached hereto and incorporated herein by this reference.

**THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY
OF LEESBURG, FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Dedication of Public Street Right-of-way in substantially the form attached hereto as **Exhibit “C,”** and the City Clerk is further directed to thereafter promptly cause such Dedication of Public Street Right-of-way to be recorded among the Official Records of Lake County, Florida.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 24th day of April 2023.

THE CITY OF LEESBURG, FLORIDA

By: _____

Jimmy A. Burry, Jr., Mayor

Attest: _____

City Clerk

EXHIBIT "A"
(Legal description)

LEGAL DESCRIPTION

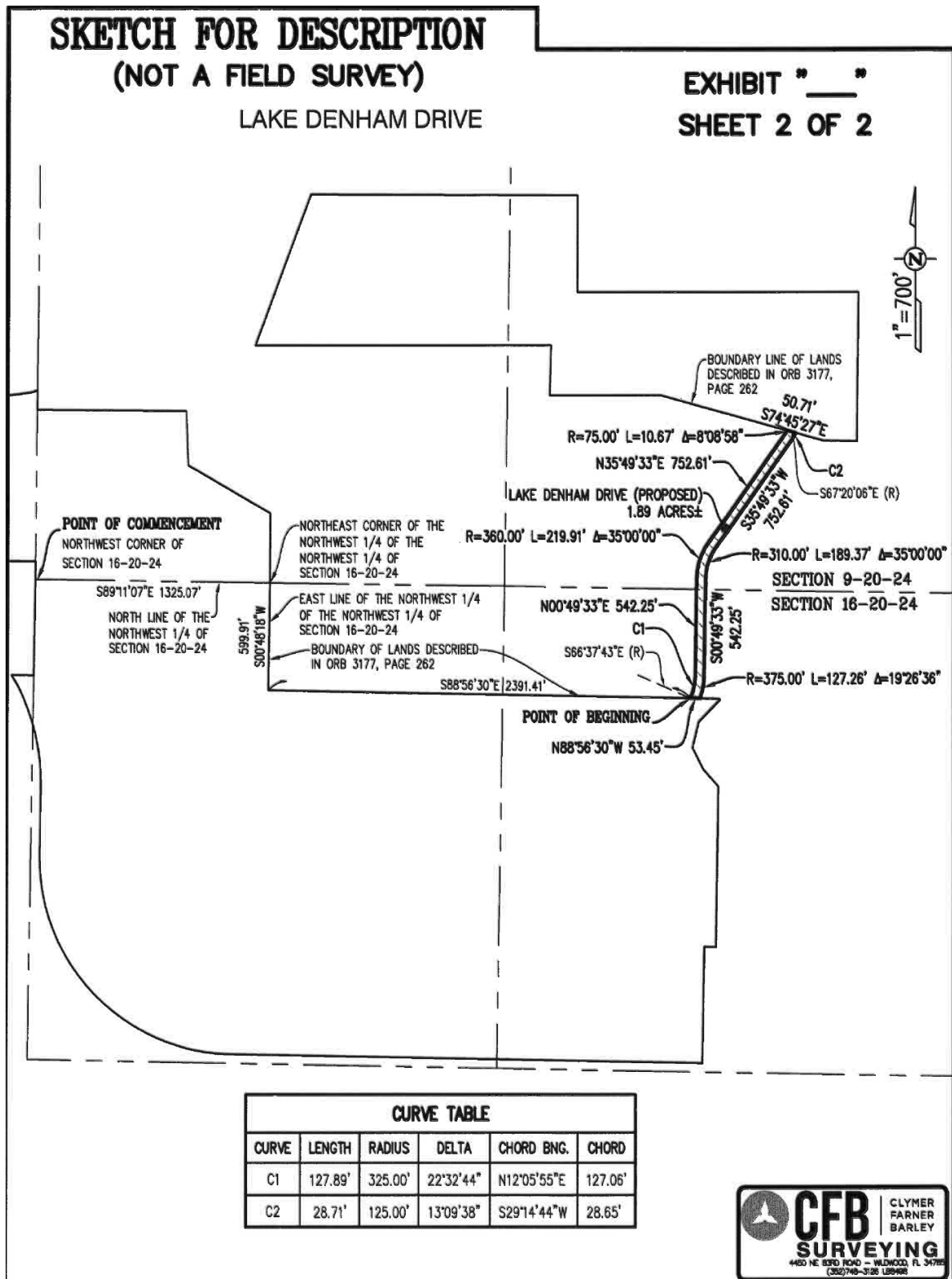
A STRIP OF LAND FIFTY (50) FEET WIDE LYING WITHIN SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16 RUN S89°11'07"E, 1325.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND A POINT ON THE BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THE FOLLOWING TWO (2) COURSES BEING ALONG THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262: THENCE ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16 RUN S00°48'18"W, 599.91 FEET; THENCE DEPARTING SAID EAST LINE RUN S88°56'30"E, 2391.41 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 325.00 FEET AND A CHORD BEARING AND DISTANCE OF N12°05'55"E, 127.06 FEET TO WHICH A RADIAL LINE BEARS S66°37'43"E; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262 RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°32'44", AN ARC DISTANCE OF 127.89 FEET TO THE POINT OF TANGENCY; THENCE N00°49'33"E, 542.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", AN ARC DISTANCE OF 219.91 FEET TO THE POINT OF TANGENCY; THENCE N35°49'33"E, 752.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°08'58", AN ARC DISTANCE OF 10.67 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE ALONG SAID BOUNDARY RUN S74°45'27"E, 50.71 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF S29°14'44"W, 28.65 FEET TO WHICH A RADIAL LINE BEARS S67°20'06"E; THENCE DEPARTING SAID BOUNDARY RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°09'38", AN ARC DISTANCE OF 28.71 FEET TO THE POINT OF TANGENCY; THENCE S35°49'33"W, 752.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 310.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", AN ARC DISTANCE OF 189.37 FEET TO THE POINT OF TANGENCY; THENCE S00°49'33"W, 542.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°26'36", AN ARC DISTANCE OF 127.26 FEET TO A POINT ON THE AFORESAID BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3177, PAGE 262; THENCE ALONG SAID BOUNDARY RUN N88°56'30"W, 53.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.89 ACRES, MORE OR LESS.

EXHIBIT "B"

(Sketch of description)



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	127.89'	325.00'	22°32'44"	N12°05'55"E	127.06'
C2	28.71'	125.00'	13°09'38"	S29°14'44"W	28.65'



EXHIBIT “C”
(Form of Dedication)

This instrument prepared by:

After recording return to:

Parcel ID No. _____

DEDICATION OF PUBLIC STREET RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF LEESBURG, FLORIDA, a municipal corporation existing under the laws of the State of Florida, being the fee simple owner of that certain real property (the “Property”) legally described in **Exhibit “A”** and depicted on **Exhibit “B,”** each said exhibit being attached hereto and incorporated herein by reference, hereby dedicates the Property for use as a public street and for all purposes incidental thereto.

IN WITNESS WHEREOF, the CITY OF LEESBURG, pursuant to Resolution No. _____, passed and adopted at the regular meeting of the City Commission of the City of Leesburg held on the ____ day of _____, 2023, has caused these presents to be signed and attested to or witnessed by the city officials and/or individuals named below on the date set forth in the notary acknowledgment.

ATTEST:

CITY OF LEESBURG, FLORIDA

City Clerk

Mayor

**APPROVED AS TO FORM
AND LEGALITY**

for use and reliance by the City of Leesburg,
Florida, only.

City Attorney

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means (___) online notarization or (___) personal presence, this _____ day of _____, 2023, by _____, as Mayor/_____ and attested by _____, as _____ City Clerk of the City of Leesburg, Florida, each of whom is personally known to me or produced _____ and _____ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

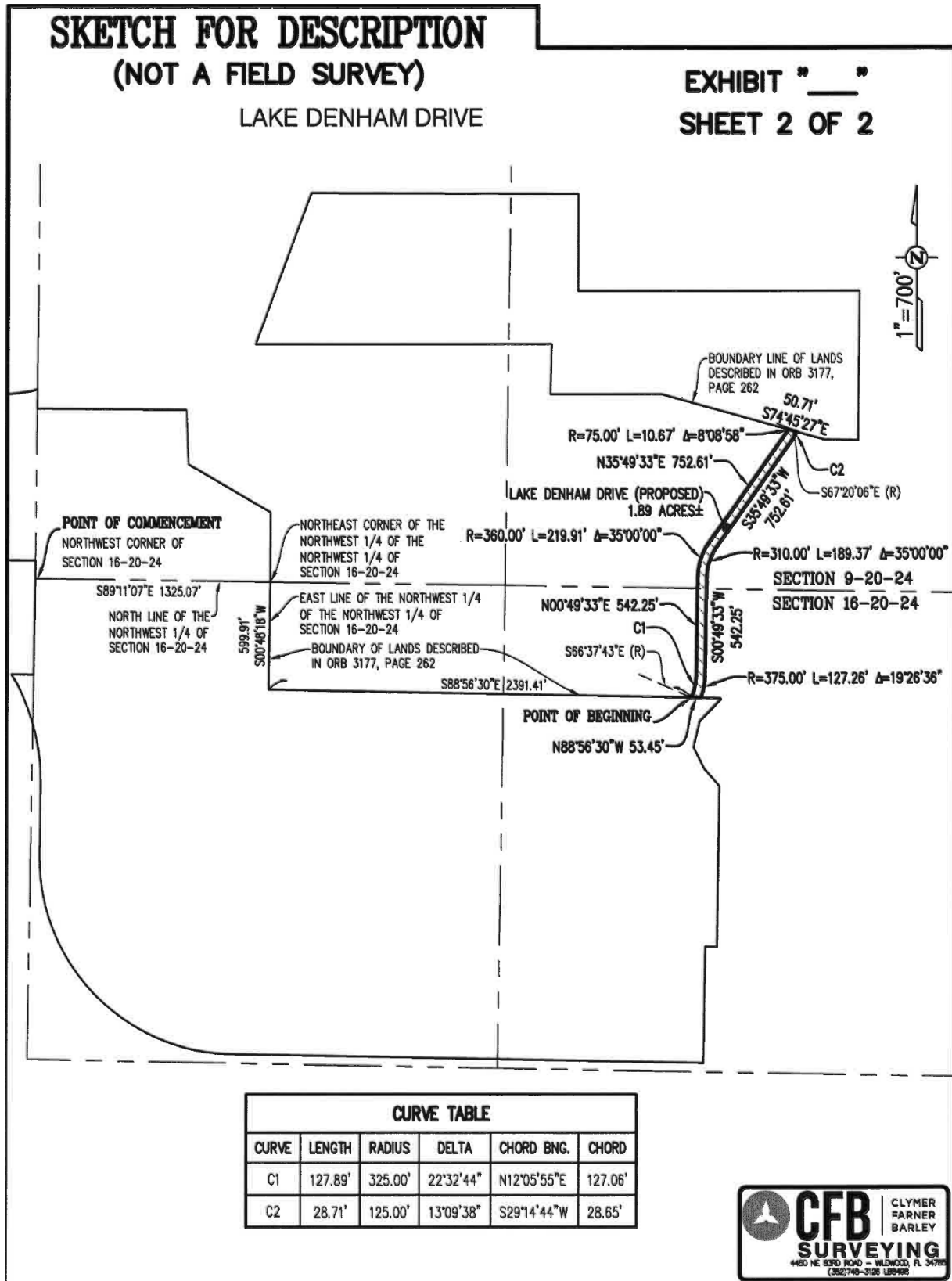
LEGAL DESCRIPTION

A STRIP OF LAND FIFTY (50) FEET WIDE LYING WITHIN SECTIONS 9 AND 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1.89 ACRES, MORE OR LESS.

EXHIBIT "B"



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.1.

Meeting Date: April 24, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance amending the comprehensive plan of the City of Leesburg, Florida, changing the future land use map designation of certain property containing 8.03 +/- acres from Medium Density Residential to High Density Residential, for a multi-family development on a property generally located south of Park Holland Road and east of Picciola Road as legally described in Section 15, Township 19 South, Range 24 East; Lake County, Florida; and providing an effective date. (PMF Leesburg SSCP)

Staff Recommendation:

The Planning & Zoning Staff and the Planning Commission recommend approval of the proposed small-scale comp plan map amendment to the City's Future Land Use Map on 8.03 +/- acres from Medium Density Residential to High Density Residential.

Analysis:

The project site is approximately 8.03 acres, and is generally located south of Park Holland Road and west of Picciola Road. Currently, the property is undeveloped. The proposed use is to construct a 144 unit apartment complex for workforce housing. The surrounding Future Land Use Map designations of High Density Residential, Low Density Residential and General Commercial are compatible with the proposed future land use designation of High Density. The proposed zoning designation of SPUD (Small Planned Unit Development) will provide for development that is consistent with the City's adopted Growth Management Plan.

The Planning Commission held a public hearing on the application on March 23, 2023 and, by a vote of 5 to 0, recommended approval.

Procurement Analysis:

N/A

Options:

1. Approve the requested small scale comprehensive plan amendment to High Density Residential; or
2. Other action as the Commission may deem appropriate.

Fiscal Impact:

A positive fiscal impact will result from the annexation and development of this property due to increased tax revenue added to the General Fund. Future development of the property will increase this anticipated impact.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING 8.03 +/- ACRES FROM MEDIUM DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL, FOR A MULTI-FAMILY DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF PARK HOLLAND ROAD AND EAST OF PICCIOLA ROAD AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST; LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PMF LEESBURG SSCP)

WHEREAS, the City Commission has received written objections, recommendations, and comments from the City of Leesburg Planning Commission acting as the Local Planning Agency, regarding amendment of the Comprehensive Plan of the City of Leesburg, and has made recommendations to the City Commission for amendment of the Plan; and

WHEREAS, the City Commission of the City of Leesburg has held public hearings on the proposed amendment to the plan, in light of written comments, proposals and objections from the general public;

NOW, THEREFORE,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

The Growth Management Plan of the City of Leesburg, adopted by the City of Leesburg on December 10, 2012, pursuant to the Community Planning Act of 2011, Chapter 163, Part II, Florida Statutes, after public hearings by the City of Leesburg Planning Commission, is hereby amended in the following manner:

The Future Land Use Map is amended by changing the designation of an approximate 8.03 acre parcel of land generally located south of Park Holland Road, and east of Picciola Road, from Medium Density Residential to High Density Residential, as shown on the revised map of said area, lying in Section 15, Township 19 South, Range 24 East, Lake County, Florida, legally described as:

Legal Description
(See Exhibit A)

Section 2.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

Section 3.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 24th day of April 2023.

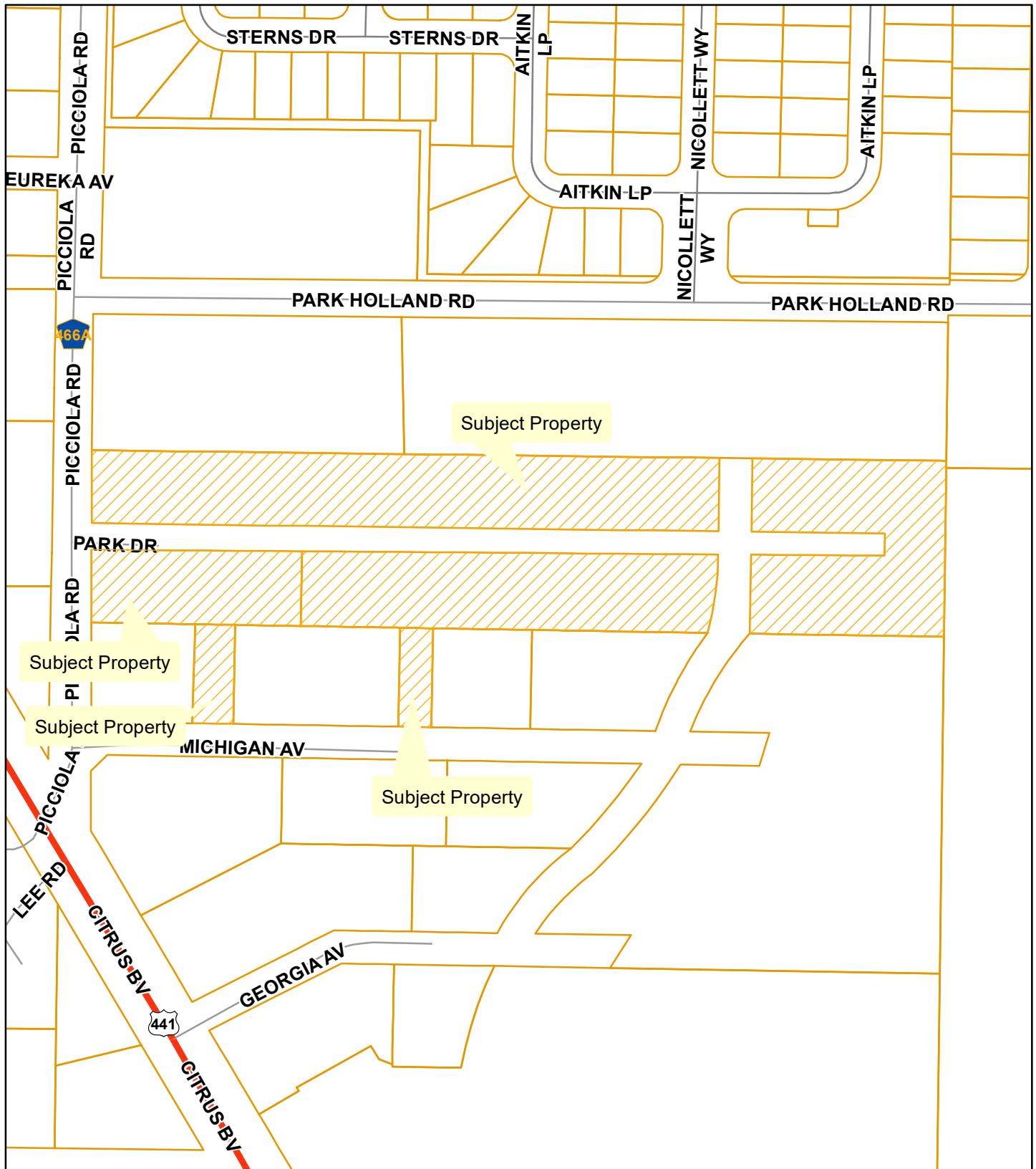
THE CITY OF LEESBURG, FLORIDA

Mayor

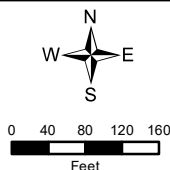
ATTEST:

City Clerk

Locator

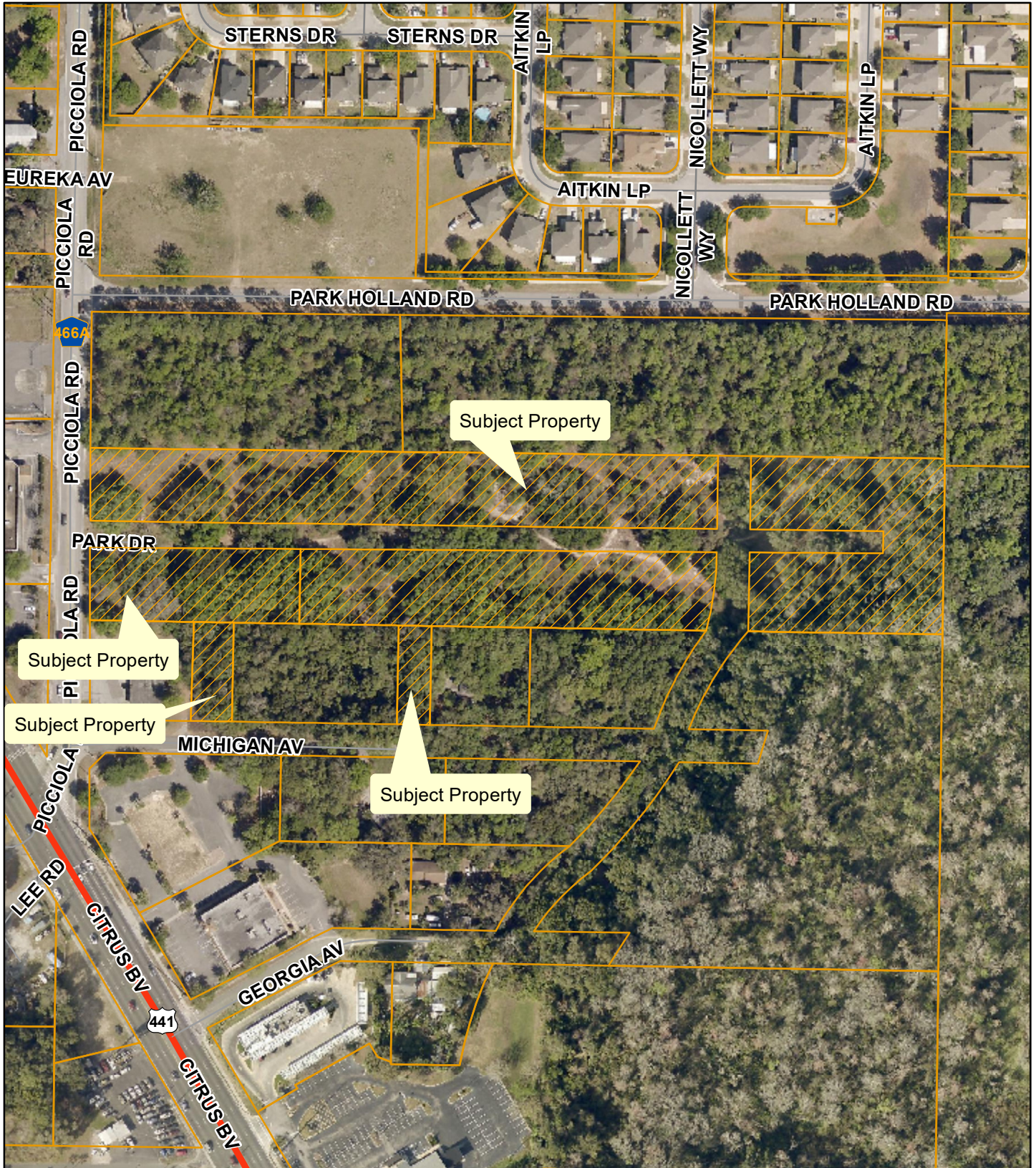


**Planning
& Zoning
Division**

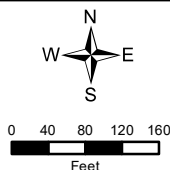


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Aerial

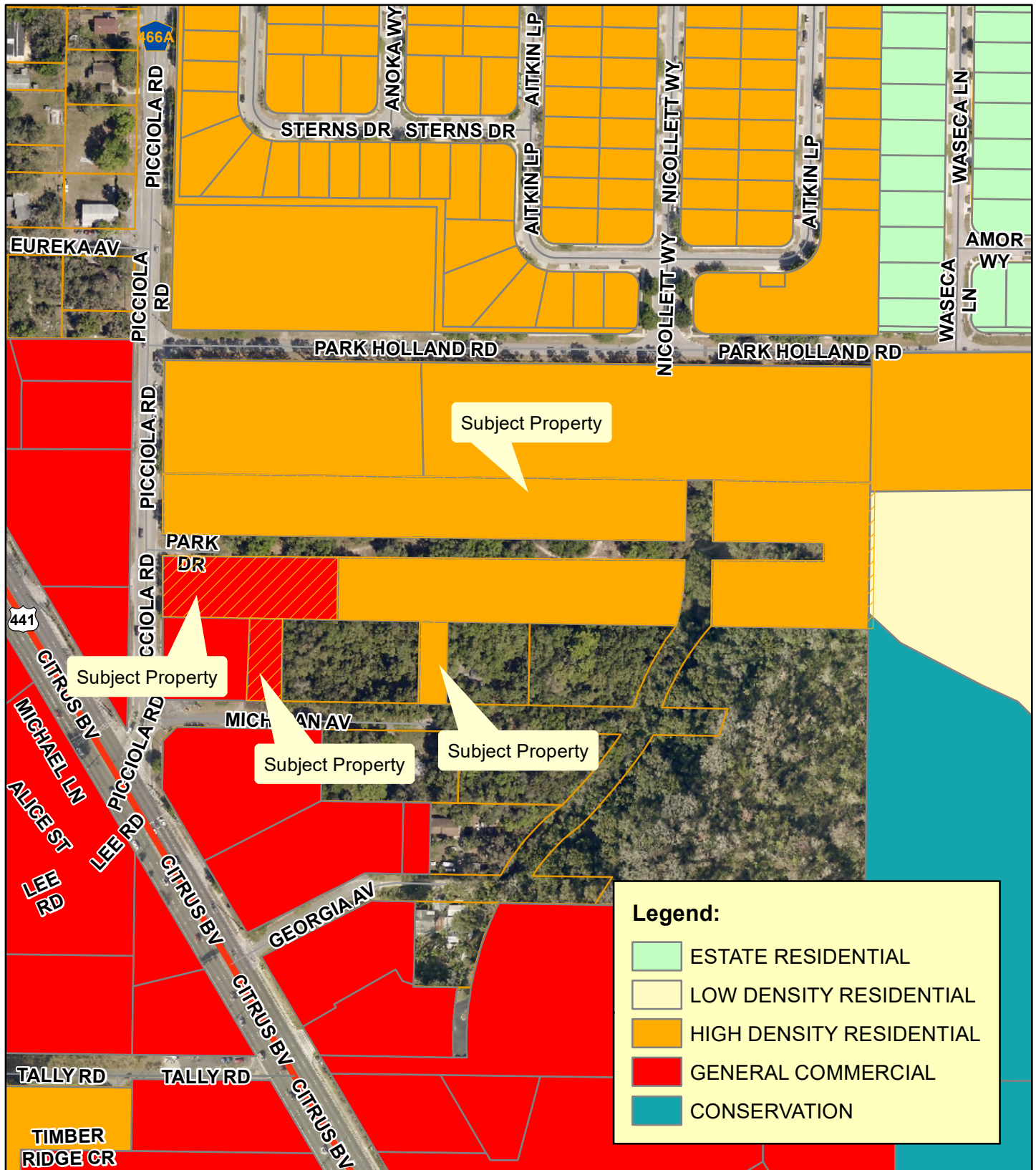


**Planning
& Zoning
Division**

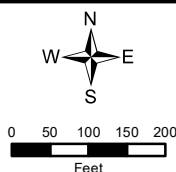


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Future Land Use - City of Leesburg

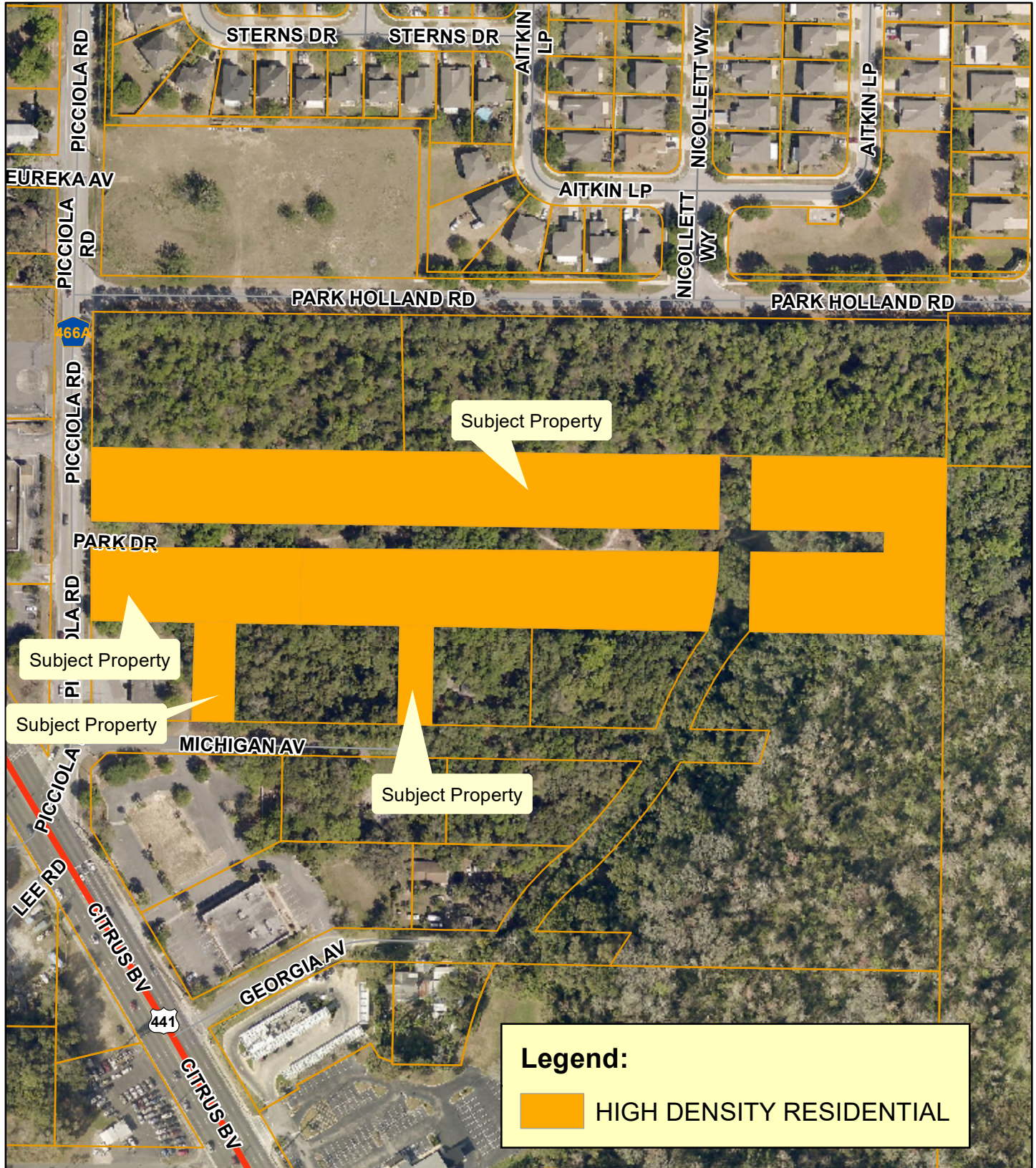


**Planning
& Zoning
Division**

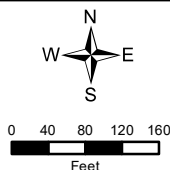


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Proposed Future Land Use



**Planning
& Zoning
Division**

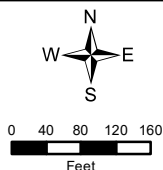


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Surrounding Land Uses

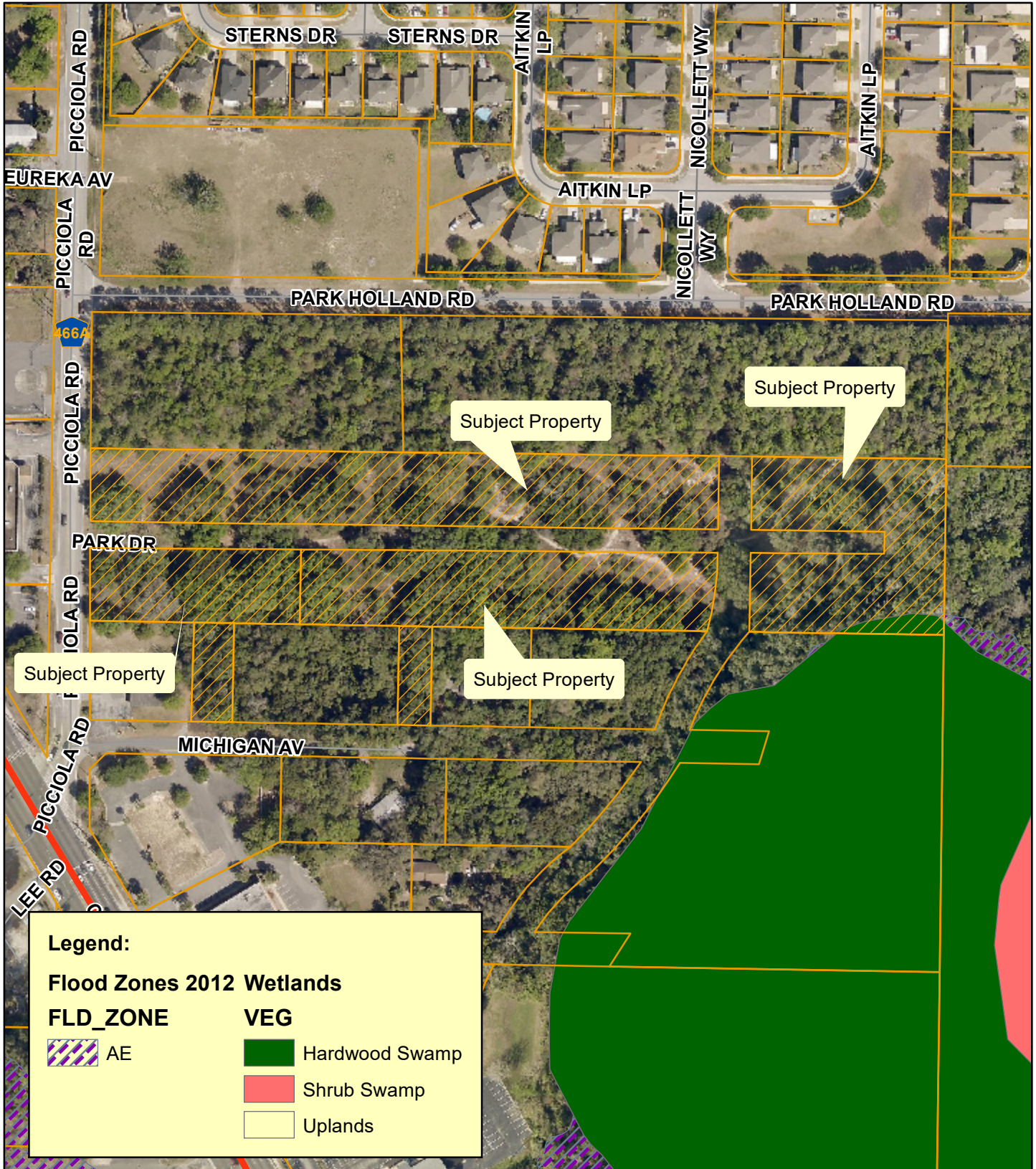


**Planning
& Zoning
Division**

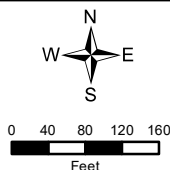


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Flood and Wetlands



**Planning
& Zoning
Division**



Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, MARCH 23RD, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, March 23rd, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Ted Bowersox – Vice-Chairman
John O’Kelley
Stewart Kaplan
Nathaniel Sanders

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peebles-Johnson

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Dianne Yekel, Senior Planner, Kandi Harper, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Vice-Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

FOR THURSDAY, FEBRUARY 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the FEBRUARY 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 5-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Sennett called for the first case under new business be brought forward.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 33.45 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG INDUSTRIAL FOR A MIXED-USE DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) (POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-22-585 – Sundance Commercial and Industrial – Small Scale Comprehensive Plan Amendment and case number #PUD-22-586 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, requests, went over aerial map, conceptual architectural samples Exhibit D, and PUD (Planned Unit Development).

Max Van Allen utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and the School Board there were no substantive comments from the City departments. Lake County Public Works did note the need for turn lanes on CR 48, plus a right turn lane on Haywood Worm Farm Road and additional right of way for the proposed future Central Lake Trail, as well as for the possibility of the widening of CR 48 which rolls into 470. Public responses – we did not receive any major comments from the City of Leesburg notice requirements. Staff did receive two written responses for approval, we didn't receive any recommendations for denial in response to the posted signs and newspaper.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Chairman Sennett stated if the Commission have any questions of Staff or applicant.

Dwight Sadoff with Project Finance & Development at 7575 Dr. Phillips Blvd. Suite 165 Orlando, Florida 32819 stated the primary reason to come to the City; utilities, 33 acres, no wetlands, no endangered species, flat, used for cattle, uses seeking; very consistent, frontage on CR 48; removed any reference industrial uses, permitted/conditional uses; City Code, not seeking to have use in plan, fronts on two roads, different; County did not want access on CR 48; County permission, uses stated very specifically; concept plan, Exhibit C, few things in conditions of approval; carryovers from prior plan, hopefully, Dan Miller will clean up before City Commission; uses; slightly misstated; conditions, specific; concept plan, design standards, material; applicable to residential development, not applicable to our plan; commercial/industrial development, going smoothly, very high on the area, intensity of people, went over PUD standards with Dan Miller to make changes; (5A) elevations applicable to SF units; (B1), Dan Miller stated and read into the record (7C) the elevations of SF should be taken out, plan; open space 35% minimum, Code 30%, match Code; Dan Miller replied change in Code; our City Commission requires every PUD; 35%, about two years ago started wanting increases on that; in order to move forward, very particular worded permitted uses; stick with what proposed, consistent with what we discussed; Dan Miller replied allowing industrial uses; 6.5 acres; define industrial uses; Dwight Sadoff stated we just referenced the Code, M1 permitted uses, not M1 conditional; Dan Miller stated think we can make that work if the Commission will allow me to work with the applicants on that, make sure nothing nauseous; don't see a problem with his request, request permission from Commission, clarification; about conditional uses/permitted in the industrial; applicant is correct, happy to work with applicant to make change; before City Commission, Dwight Sadoff stated on the concept plan; walls on the east/west side wall or 6' opeg security fence, Staff report; provides/allows for fence on east and wall on the west side.

Dan Miller replied it was intended to be a wall on west and fence on east; Dwight Sadoff stated the difference in cost; wall/fence, substantial cost difference; value of brick or block wall; fence, both provide opeg barrier; Dan Miller replied can work with that if 25' buffer remains on west side, fence responsibility of POA if Commission agrees; Dwight Sadoff stated (7A.3); gated; depends on use; don't want to say shall be gated.

Dan Miller replied it depends on the use we are alright with that on Haywood Worm Farm, if use requires a gate; will need to put one up, may be gated, fine with Staff; Dwight Sadoff stated he has question on paragraph (6C), reference to upland buffer; section landscaping/buffer requirements, section (11E); wetlands, flood zones, and wildlife, upland buffer; paragraph dealing with landscape/buffer requirements, not required to put in walkway, buffer; Dan Miller replied allowed in upper buffers but limited to, but not required; Dwight Sadoff read condition into record; Dan Miller replied if you wanted to put a hiking trail; thanks the applicant.

Commissioners, and Mr. Miller discussed PUD conditions are written as they should be, so if we have anything to clean up; let's move forward, architectural standards; originally architectural presented were metal buildings; added some architectural standards; Dan Miller went over façade samples; conceptual; Exhibit D; language in PUD; Staff can work with applicant on architectural designs, something that looks good, these are examples; not locked in, read standards; looks like a residential standard, how they work, non-predominance of metal, stucco, 50:50, some angles; doesn't just stand out as a metal building; Dan Miller requested permission to work the applicants on the changes; Commission agreed.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the audience would like to speak on this case.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION for APPROVAL of case # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Kaplan SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0 .

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 33.45 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO THE CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY**

SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) **(POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Chairman Sennett entertained a motion, and then the voting took place.

Commissioner Kaplan made a MOTION for APPROVAL of case # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT with the changes Vice-Chairman Bowersox SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.2.

Meeting Date: April 24, 2023

From: Dan Miller, (Planning and Zoning Director)

Subject: An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 8.03 acres from PUD (Planned Unit Development) and C-3 (General Commercial) to SPUD (Small Planned Unit Development) for a property generally located south of Park Holland Road and east of Picciola Road, as legally described in Section 15, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date. (PMF Leesburg PUD)

Staff Recommendation:

The Planning staff and the Planning Commission recommend approval of the proposed rezoning for the subject property from PUD (Planned Unit Development) and R-2 (Medium Density Residential) to SPUD (Small Planned Unit Development).

Analysis:

The project site is approximately 8.03+/- acres. The property is generally located south of Park Holland Road and east of Picciola Road, as shown on the attached Aerial Map. The present zoning for this property is PUD (Planned Unit Development) and R-2 (Medium Density Residential). Currently, the property is undeveloped. The proposed use of the property is a 144 unit apartment building for workforce housing. The surrounding zoning designations are PUD (Planned Unit Development), C-1 (Neighborhood Commercial) and C-3 (General Commercial).

The proposed zoning district of City SPUD (Small Planned Unit Development) is compatible with the adjacent and nearby properties in the area and with the proposed future land use designation of High Density Residential. City utilities are available in the area.

By a vote of 5 to 0 on March 23, 2023, the Planning Commission recommended approval of this request.

Procurement Analysis:

N/A

Options:

1. Approve the proposed rezoning to City SPUD (Small Planned Unit Development); or
2. Other action the Commission may deem appropriate.

Fiscal Impact:

Based on future development of this property, there will be a positive fiscal impact on the City of Leesburg through increased ad valorem taxes, impact and utility fees.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 8.03 ACRES FROM PUD (PLANNED UNIT DEVELOPMENT) AND C-3 (GENERAL COMMERCIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED SOUTH OF PARK HOLLAND ROAD AND EAST OF PICCIOLA ROAD, AS LEGALLY DESCRIBED IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (PMF LEESBURG PUD)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Carolyn Haslam (Akerman, LLP, Petitioner) for Blue Cedar of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from Lake County A (Agriculture) to City of Leesburg PUD (Planned Unit Development), to-wit:

(Legal Description)
(See Exhibit A)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 24th day of April 2023.

THE CITY OF LEESBURG, FLORIDA

Mayor

ATTEST:

City Clerk



Civil Engineering
Land Planning
Inspections
Certificate of
Authorization:
No. 27697
14164 Stilton St
Tampa, FL 33626
Toll free : 844-426-6354
ARiveraProperties@gmail.com
www.abcompanies.com

ELECTRONIC SIGNATURE

Angel L. Rivera, State of Florida,
Professional Engineer, License No.
65196. This item has been
electronically signed and sealed by
Angel L. Rivera on the date indicated
here using a SHA authentication code.
Printed copies of this document are
not considered signed and sealed and
the SHA authentication code must be
verified on any electronic copies.

SEAL:



DATE
ANGEL L. RIVERA, P.E.
LIC. NO. 65196

PROJECT:

PARK DRIVE APARTMENTS
Park Drive
Leesburg, FL

REVISIONS

NO. ISSUED DATE

SCALE:
1" = 50'

DATE:
JAN 2023

SHEET TITLE:
SITE PLAN

DWG NO.:
C-2.0

SHEET: 6 OF 24

PROPOSED PROJECT: 144 APARTMENTS
BREAKDOWN
1-BR APARTMENTS (108 UNITS)
2-BR APARTMENTS (36 UNITS)

SITE DATA:
EXISTING ZONING PUD & R-2
PROPOSED ZONING PUD (PLANNED DEVELOPMENT)
FLU
PROPOSED USE MULTI-FAMILY APARTMENTS
SECTION / TWS / RNG 15 / 19 / 24
PROPERTY AREA 8.03 AC

DEVELOPMENT STANDARDS (FROM PUD 07-97):

RESIDENTIAL
LOT AREA 217,800 SF MIN.
LOT WIDTH TBD

SETBACKS:
FRONT TBD
REAR TBD
SIDE TBD
STREET SIDE TBD
BLDG SEPARATION 10FT MAX.
BUILDING HEIGHT MAXIMUM 3 STORIES OR 35 FT
IMPERVIOUS MAXIMUM 65% PROPOSED 52%
GROSS DENSITY 18 DU/AC MAX.

RECREATIONAL DEVELOPMENT:
RECREATION SPACE 200SF/DU (CREDITS AVAILABLE)
REQUIRED 28,800 SF PROVIDED 26,974 SF (+ WALKING TRAIL)

LANDSCAPE BUFFERS:
(PER PUD 07-97)
• 20' BUFFER AND 6' HIGH SOLID FENCE
• SEE LANDSCAPING PLANS (BY OTHERS)

FENCES:
TO BE DETERMINED DURING SITE PLAN REVIEW PROCESS.

PUD APPROVAL NOTES:

- 1.
 - 2.
- OPEN SPACE:**
Open Space Required: 2.8 ACRES(35%)
Open Space Provided: 4.42 ACRES(55%)
*WRA is 27.39% of Open Space

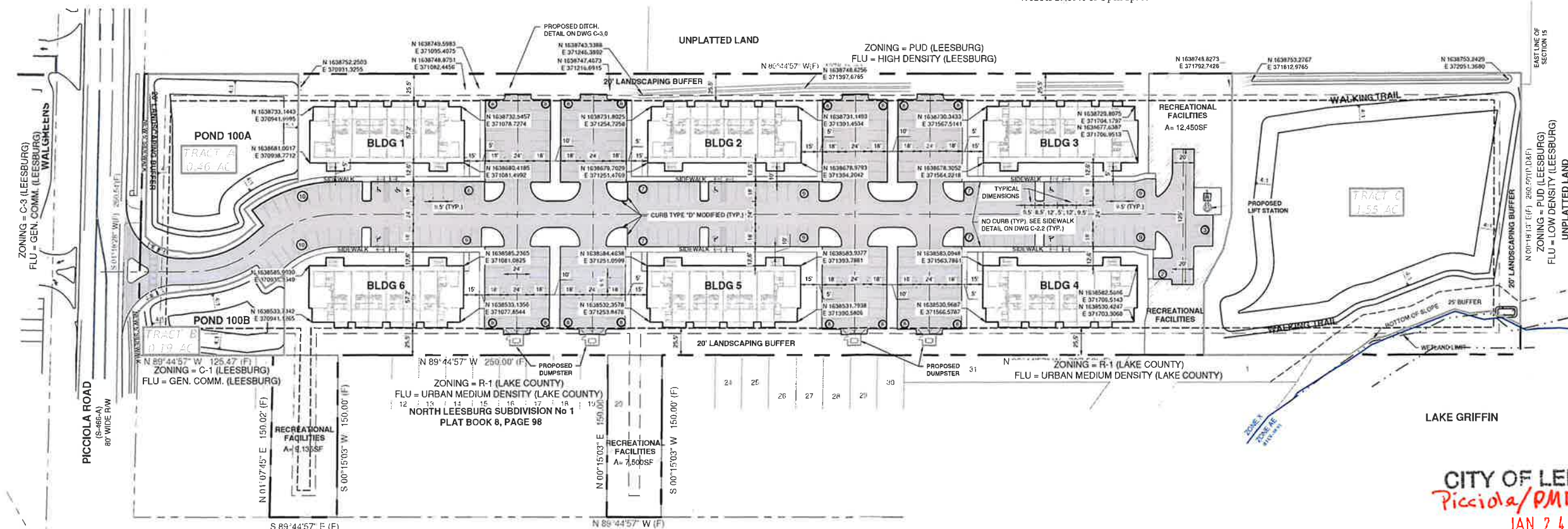
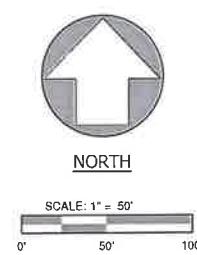
LEGEND



PARKING SUMMARY

TRACT & LAND USE	REQUIRED*		PROPOSED	
	STD	HC	STD	HC
MULTIFAMILY APARTMENTS	234	7	234	7

*LDC SECTION 25-358 1.5 SPACES FOR 1 BDRM, 2.0 SPACES FOR 2 OR MORE BDRMS



CITY OF LEESBURG
Picciola/PMF Leesburg Michigan, LLC
JAN 24 2023
SSCP-23-31 SPUD-23-32
RECEIVED

**PICCIOLA PROJECT PMF LEESBURG
SMALL PLANNED UNIT DEVELOPMENT CONDITIONS
FEBRUARY 23, 2023**

These Planned Unit Development Conditions for a SPUD (Small Planned Unit Development) District is granted by the City of Leesburg Planning Commission, Lake County, Florida to **PMF Leesburg, Michigan, LLC, 2693 W. Fairbanks Avenue, Suite 200, Winter Park, Florida,** (Mark Wilke, Bengé Development, 609 East Pine Street, Orlando Florida, 32801, "Permittee") for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

BACKGROUND

The "Permittee" has submitted an application requesting a SPUD (Small Planned Unit Development) zoning district to allow multi-family residential use on an approximately 8.03 +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

PURPOSE

The purpose of this document is to provide appropriate zoning standards for a high-quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property, and to increase the overall economic opportunity and employment base of Leesburg, Florida.

CONDITIONS

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

1. **PERMISSION** is hereby granted to **PMF Leesburg, Michigan, LLC, 2693 W. Fairbanks Avenue, Suite 200, Winter Park, Florida,** (Mark Wilke, Bengé Development, 609 East Pine Street, Orlando Florida, 32801, "Permittee") to operate, and maintain a SPUD (Small Planned Unit Development) in and on real property in the City of Leesburg. The property is generally located generally located north of Citrus Boulevard, east of Picciola Road and south of Park Holland Road. The property is more particularly described as shown in the attached legal description below.
2. **LEGAL DESCRIPTION:**
See attached legal Exhibit B.
3. **LAND USES**

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below:

A. Permitted Uses

1. Multi-family residential
2. Internal commercial uses as accessory to the multi-family units.

B. Accessory Uses

1. Outdoor kitchens and pavilions
2. Sports/ball fields and courts (bocce/basketball/etc.)
3. Outdoor fitness equipment/ /indoor fitness room/swimming pool
4. Dog park with dog washing stations
5. Walking trails around the west and northern boundaries of the property terminating at the largest water retention pond on the east side of the property.
6. Other similar uses which are considered accessory to permitted uses which does not adversely impact the adjoining properties do to traffic, noise, dust, etc.

C. Prohibited Uses

All uses not specifically permitted by Sections 2.A and 2. B. above shall be considered prohibited.

D. Other Related Uses

1. Other uses, related to the primary use, may be included by written determination of the Planning & Zoning Director. Such uses shall be consistent with the intent and purpose of the zoning requirements set forth in these PUD conditions, and shall meet the parking standards as required herein. Parking availability may limit the permitted uses.

4. DEVELOPMENT STANDARDS

A. The project shall contain a maximum of 144 multifamily residential units on approximately 8.03 acres at a gross density not to exceed eighteen (18) units per acre. This proposed density, which is the maximum allowable under the Future Land Use district, combined with the location near an existing high traffic intersection, will require a secondary, non-emergency access point to alleviate traffic conditions at Picciola Road and U.S Highway 27. **(See Section 8.A. of this SPUD agreement)**

B. The minimum development standards shall be those required for the R-3 High Density Residential district except as amended by this agreement and as follows:

1. General Standards

- a. The development shall be a combination of one, two, and/or three-bedroom units. Each dwelling unit shall meet the following size requirements:
 - i. One-bedroom units shall not be less than 800 square feet.
 - ii. Two-bedroom units shall not be less than 1000 square feet.
 - iii. Three-bedroom units shall not be less than 1200 square feet.

2. Building Setbacks (as measured from the property lines)
 - a. Front: 30-feet
 - b. Side: 25-feet
 - c. Rear: 25-feet
 - d. Minimum distance between structures shall be 20 feet; measured from building wall to building wall.
3. Open Space
 - a. A minimum of thirty-five (35) percent of the site shall be developed as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.
4. Height
 - a. Maximum building height shall not exceed three (3) stories except for additional height approved by staff for roof, elevators, a/c units etc., as approved through the Development Review process.

5. PARKING

- A. The permittee shall construct off-street parking spaces within the development per the conceptual site plan, pursuant to the City of Leesburg Code of Ordinances, as amended, or as specified below, which shall include the required number of handicapped parking spaces.
 1. Parking space dimension shall be no less than 9.5' x 18'.
 2. The location and design of the proposed parking areas will be reviewed during the site plan review process to provide for adequate parking, which may limit the permitted uses of the site.

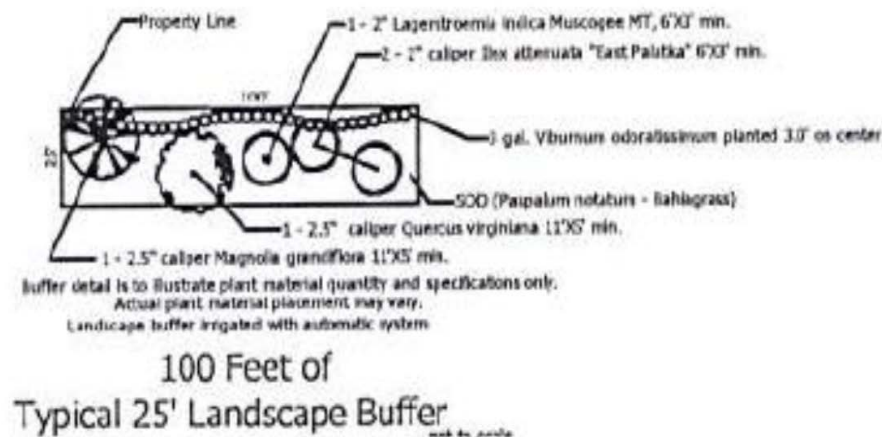
6. OPEN SPACE, LANDSCAPING, BUFFER, AND FENCING REQUIREMENTS

- A. A minimum of 35% open space shall be provided throughout the development. Open space may consist of buffers, wetlands, retention and recreation areas.
- B. A master landscape plan shall be submitted for review by City staff for all landscaping, buffer and boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit C) and City of Leesburg landscape code requirements.
 1. Variable landscaped buffer yard around the proposed dumpsters as shown on Exhibit C, Conceptual Plan.
 2. A ten (10) foot landscaped buffer yards on all sides of the two (2) recreational facilities adjacent to the main site as shown on Exhibit C, Conceptual Plan.
 3. A minimum ten (10) foot landscaped buffer on the northern and southern property boundaries of the eastern most recreational facilities as shown on Exhibit C, Conceptual Plan.
- C. All other landscaping and buffering shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances, Section 25-329, and at a minimum shall contain the following plantings as noted in Figures A and B below.

Figure A

Canopy Trees (per 100 l.f.)	2 per 100 linear ft
Tree CAL/Height	2" cal, 12' overall height
Optional Ornamental Trees (per 100 l.f.)	3 per 100 linear ft
Tree CAL/Height	2" cal, 7' overall height
Shrub Screen (per 100 l.f.)	
Square Ft. of Shrubs	(33) 3 gal plants, 18"—24" minimum at installation (depending on species); hedges to be 36"—42" high by thirty-six (36) inches wide hedge or continuous landscape screen with a ninety (90) percent opacity within one (1) year of planting
Container size	3 gal

Figure B



- D. Variations to the landscape and buffering requirements of this document may be approved by the Planning and Zoning Manager or designee, to the extent that the overall intent of the PUD and the Landscaping Code are maintained, including consideration of existing fencing on adjacent properties and existing natural vegetative buffers. Use of the University of Florida IFAS (Institute of Food and Agricultural Sciences) approved standards for "Florida Friendly Landscaping" will also be acceptable.
- E. A solid six (6) foot high privacy fence shall be provided along the northern, southern, and eastern property lines. The fence shall be constructed of PVC, or other such synthetic material that creates an opaque barrier between the subject property and adjacent lands in those locations. All fencing shall be constructed on or within the property lines, leaving the required buffers for landscaping as required herein.
- F. The surveying of trees on the property shall be conducted as follows:
1. All specimen, heritage and historic trees shall be surveyed. Staff will review the tree survey and such trees shall be saved where possible during the site plan review

process. This may include amending the site plan to save specimen, heritage and historic trees.

2. Site areas that are to preserve existing trees do not need to be included in the survey unless the trees are to be used in preservation/replacement requirements.
3. The tree survey shall be completed by a licensed surveyor.

7. DESIGN/ARCHITECTURAL STANDARDS

A. All buildings shall utilize at least three (3) of the following design features to provide visual relief along all elevations of the single-family units. Designs may vary throughout the development.

1. Dormers
2. Gables
3. Recessed or raised entries
4. Covered porch entries
5. Cupolas
6. Pillars or decorative posts
7. Bay window (minimum 12-inch projections)
8. Eaves (minimum 6-inch projections)
9. Front windows with arched glass tops and minimum 4-inch trim.
10. Garage vehicle doors shall incorporate the following elements: raised decorative panels, decorative glass panels or panes, decorative hinges, etc.
11. Front doors shall incorporate the following decorative elements: raised decorative panels, decorative glass panels or panes, decorative handles, etc.
12. Stone accents
13. Shutters
14. Board and batten siding
15. Hardy board siding
16. Raised banding
17. Craftsman style garage doors

B. Exterior building materials contribute significantly to the visual impact of a building on the community. These materials shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
3. All textured stucco shall be permitted subject to the provision of at least five (5) unique design features such as recessed garages, tile or metal roofs, arched windows, porches, etc. in the elevations of the buildings or the buildings are all brick stucco.

4. For all designs, architectural facades and features shall be submitted and reviewed by the Planning and Zoning Manager or designee for compliance prior at time of site plan review.
- C. Other similar design variations meeting the intent of this section may be approved by the Planning and Zoning Manager or designee.
- D. The architectural styles and facades shown in **Exhibit D, Building Elevations** herein are considered conceptual.
- E. The Permittee shall utilize “Dark Sky” lighting principles when selecting lighting fixtures for all street lighting. Such lighting shall achieve the overall effect of containing and shielding excessive light pollution from adjacent properties. Appropriate designs are shown on as Exhibit E, attached hereto.

8. DEVELOPMENT PHASING

- A. The proposed project may be constructed in phases in accordance with the **Small Planned Unit Development Conditions and Conceptual Plan, Exhibit C**. Changes to the development conditions or conceptual plan, other than those conditions described in these PUD Conditions of Approval, shall be revised in accordance with the Planned Development review process, City of Leesburg Code of Ordinances.
- B. Implementation of the project shall substantially commence within one-hundred twenty (120) months after approval of this Small Planned Development by City Commission. In the event, the conditions of the SPUD have not been substantially implemented during the required time period, the City of Leesburg shall have the option of scheduling the SPUD, with due notice to the owner and surrounding property owners, for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to another appropriate zoning classification. “Implementation” for purposes of this subsection shall mean, at a minimum, recording of a final plat, and final approval of construction plans, together with actual commencement of construction on the property.
- C. As part of the overall development process, if the project is constructed in phases, then plat of the lots for each approved phase shall contain only portions of the development approved under the Site Plan Review Process, i.e. each phase platted shall match each phase submitted for site plan review.

9. SIGNAGE

- A. Ground signs
 1. All ground signage for the property shall be monument style signs with design and architectural style consistent with the overall development, and consistent with the requirements of the sign regulations of the City of Leesburg.
- B. Alternative Designs.
 1. Alternative designs for the ground enclosure support and bases of a monument sign may be approved by the Planning and Zoning Director where the architectural style would be in keeping with the intent of these sign regulations.
- C. Landscaping for ground signs

1. Landscaping around all monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- D. Wall signs
 1. All wall signage for the property shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.

10. SITE ACCESS

- A. Access to the site shall be provided by a minimum of two access points. There shall be one “boulevard style” access point which maybe gated as shown on the conceptual Plan, which empties out onto Picciola Road as a right-turn only point. There shall also be one additional access point to the north, which will allow access to Park Holland Road. This second access must be available at the time of site plan review by the City of Leesburg.
- B. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject site plan application review process. All access points shall be designed to allow emergency access vehicles room to maneuver and have appropriate traffic flow. Each entrance shall be reviewed and adjusted by staff as needed at the Site Plan and Construction Plan review.
 1. Offsite road improvements on existing roads adjacent to the property may be required based on finalized access locations. Such improvements may include, but are not limited to, left and right turn lanes, right-of-way dedication, and pavement rehabilitation. Any proposed offsite road improvements must be reviewed by Lake County Public Works.
 2. Prior to completion of the subdivision design plans, the developer shall work with the Lake County Department of Public Works to ensure all appropriate required roadway and access improvements for the development are made part of the plans submitted to the City of Leesburg.
 3. The Master Development Plan, and the access points proposed thereon, are considered conceptual until the appropriate engineering and site plan reviews, along with any required upgrades are completed for the project.
- C. All access points are subject to review and approval by the appropriate permitting agency, including FDOT, Lake-Sumter Metropolitan Planning Organization, Lake County and the City of Leesburg as applicable. The developer shall be responsible for on and offsite improvements required as a result of any access points. All access points shall be reviewed, as legally prescribed by Lake County Public Works, and/or FDOT as applicable, and shown on the Master Development Plan - Exhibit C, as amended. All access points are conceptual and may be amended subject to site constraints or requirements.
- D. Actual location and design of all roads shall be determined during the site plan review process and shall include consideration of, and connection to, sidewalks, recreation paths, etc. All other access shall be reviewed for necessity and requirements through Lake County and the City of Leesburg development and permitting processes. Any additional access points shall be subject to site plan application review process.

11. TRANSPORTATION IMPROVEMENTS

- A. Any transportation improvements or rights-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process. The plan review process shall include consideration of required sidewalks, recreation paths etc.
- B. A traffic/transportation study shall be submitted for review and determination of any necessary access improvements, and including any off-site improvements legally required by Lake County, the Lake-Sumter MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee. Any right-of-way that may be required shall be based on projected needs and shall be contingent upon site plan approval by City staff during the development review and permitting process.
- C. The Permittee shall provide all necessary improvements within and adjacent to the development as required by Lake County, the Lake-Sumter MPO and City of Leesburg.
- D. All paved areas within the development shall be designed and constructed to meet the City of Leesburg requirements for roads, drive aisles and sidewalks, as applicable.
- E. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg.
- F. Drives and accesses shall be constructed within the interior of the development such that continuous vehicular access is available among and between all structures within the development.
- G. Sidewalks shall be provided on both sides of the entrance road(s) and internal roads, and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall contain sidewalks on both sides of each street. All sidewalks shall be constructed in accordance with City of Leesburg Codes.

12. STORMWATER/DRAINAGE MANAGEMENT

- A. All drainage shall be designed and constructed in a manner to meet all State of Florida and City of Leesburg codes, including the requirement that all stormwater runoff is contained within the boundaries of the properties, and does not create a detriment to surrounding properties.
- B. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - 1. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
 - 2. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.

3. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners or property owners association is an acceptable maintenance entity.
4. The 100-year flood plain shown on all plans and lots.
5. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
6. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District shall be provided to the City during the site plan review process.
7. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system.
 - i. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
 - ii. As a condition of accepting the system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project.

13. RECREATIONAL REQUIREMENTS

- A. Recreational development provided on the site may include active and passive uses, as well as enclosed or unenclosed recreational space, devoted to the joint use of the residents. Such recreational space shall be provided at a rate of 200 square feet per residential unit, and shall consist of not less than 28,800 square feet (0.67 acres).
- B. Recreational requirements shall include at least one primary active recreation area. Recreation areas may include such uses as a children's playground with equipment, dog park area or gazebo, swimming pool, clubhouse or other amenities as reviewed and approved by staff. The primary recreational facility shall be constructed in conjunction with and completed no later than the completion of 50% of the approved maximum number of residential units.
- C. Credit for recreational space shall be given for areas dedicated to recreational space, to include items such as a dedicated with a recreation room, swimming pool, outdoor cooking facilities such as grills, youth playgrounds, play courts, dog parks or other similar uses which will meet the intent of this document. Other similar uses which will meet the intent of this document may be supplied by the developer.

14. WETLANDS AND FLOOD ZONES

- A. All wetlands on the project site shall be identified by a jurisdictional wetland boundary line, and the location and extent of each wetland shall be determined by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the site plan process. Any notice of violation from any affected agency shall be cause for a cease and

desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

- B. To the extent practicable, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, the St. Johns River Water Management District or another legal entity such as a homeowner's association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to the St. Johns River Water Management District or another legal entity such as a homeowner's association for ownership and maintenance.
- C. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
- D. Wetlands shall have a minimum upland buffer as established by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- E. Land uses allowed within the upland buffers for wetlands are limited to stormwater facilities as permitted by St. Johns River Water Management District.
- F. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.
- G. A wildlife management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The wildlife management plan shall be submitted to the City as part of the site plan application process.
- H. A map indicating the location of the 100-year flood plain.
- I. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and/or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
 - a. Through the site plan review process, the developer shall coordinate with the City of Leesburg, Lake County and all impacted government agencies regarding elevation determinations, compensatory storage and overall design of the subdivision within and near flood hazard boundary areas, to ensure compliance with all regulations.

15. IRRIGATION AND WATER USAGE

- A. All landscaped areas shall be irrigated and designed to meet Section 25-327, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. The use of St. Augustine grass, or other varieties of grass which require significant amounts of water are prohibited. The use of Bahia, Bermuda, Zoysia or other grasses which are more drought tolerant are permitted.

16. UTILITIES

- A. Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water and wastewater services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
 - 1. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
 - 2. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of all utility infrastructure and other improvements related to the use and development of the property, consistent with the typical pioneering agreement approved on new home projects in the city, including such off-site improvements required by the City and all other appropriate government agencies. All such requirements shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.
 - 3. The City of Leesburg intends to service the property with water and wastewater services at this time. At the time of connection, all regulations in place at the time of the request shall be required, including but not limited to impact fees, connection and utility service deposit charges. The cost of supplying water and wastewater lines and other necessary infrastructure such as lift stations to the development shall be the responsibility of the applicant.

17. MAINTENANCE

- A. With the exception of any public utilities, streets and sidewalks, maintenance of all site improvements, including but not limited to roadways, drives, internal sidewalks, landscaping and stormwater retention/drainage shall be the responsibility of the property owner. A property owners' association shall serve as an appropriate entity for all common properties within the development.

18. MISCELLANEOUS CONDITIONS

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, sign (wall, pole or monument signs) or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Small Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

19. LEVELS OF SERVICE

A. Levels of Service

- 1. As submitted the proposed zoning change, the project may result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to water, wastewater, roads, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution or collection lines, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

2. Commitment of Capacity

- a. There are no previous commitments of any existing or planned excess capacity for this property.

3. Ability to Provide Services

- a. At this time, the City intends to provide water, wastewater and reclaimed water service to this development.

Legal Description

BEGINNING AT A POINT 252.5' SOUTH OF THE N.W. CORNER OF S.E. ¼ OF N.E. ¼ OF SEC. 15, TWP. 19 S, R 24 E. THENCE SOUTH 260.5'; THENCE EAST 1342.5'; THENCE NORTH 260.5'; THENCE WEST 1342.5' TO THE POINT OF BEGINNING.

AND

(PORTION OF OFFICAL RECORDS BOOK 1466, PAGE 0210)

LOTS 7, 8, AND 9 OF BLOCK A, NORTH LEESBURG SUBDIVISION, LESS: BEGIN AT SW CORNER OF SAID LOT 7 RUN EAST FOR 12.95 FEET, THENCE NORTH FOR 150 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 7 THAT IS 15.25 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 7, THENCE WEST FOR 15.25 FEET, THENCE SOUTH FOR 150 FEET TO THE P.O.B ALL IN NORTH LEESBURG SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 98 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

(PORTION OF OFFICAL RECORDS BOOK 5310, PAGE 2013)

LOTS 20 AND 21 IN BLOCK "A" IN CORRECTED PLAT OF NORTH LEESBURG SUBDIVISION NO. 1., IN LAKE COUNTY, FLORIDA, ACCFORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 98, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

EXHIBIT C



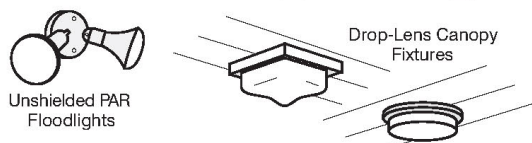
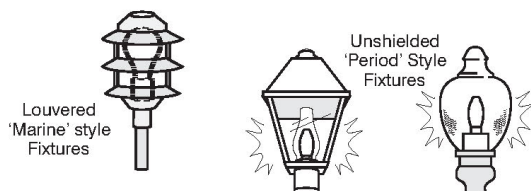
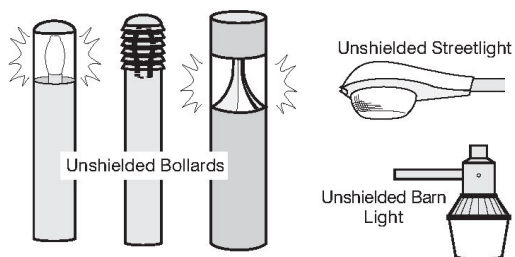
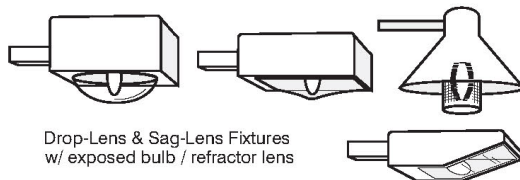
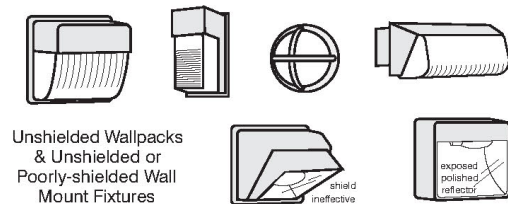
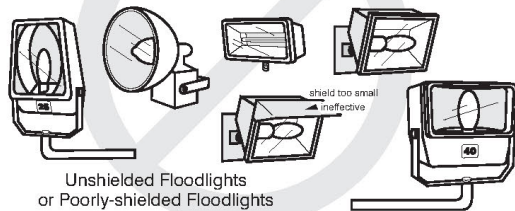
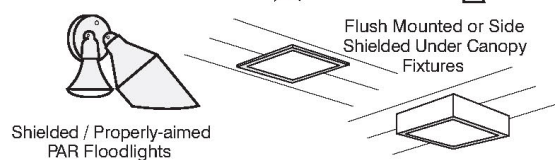
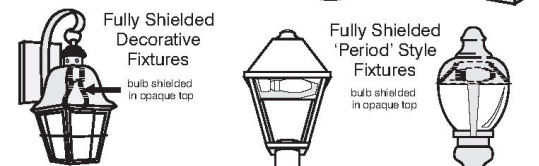
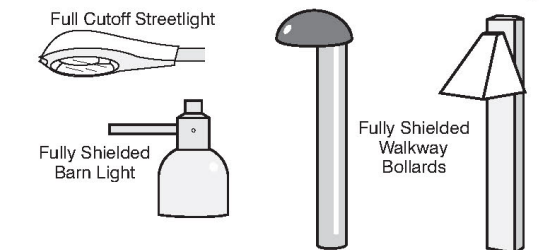
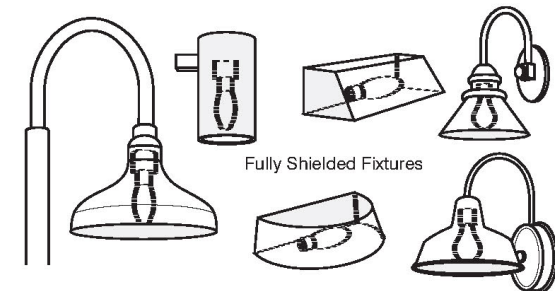
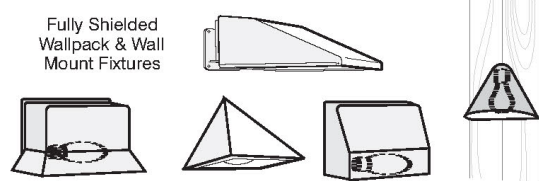
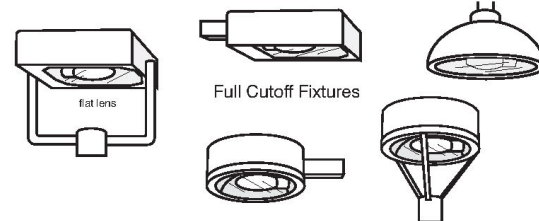


TYPICAL DARK SKY LIGHTING FIXTURES

Examples of Acceptable / Unacceptable Lighting Fixtures

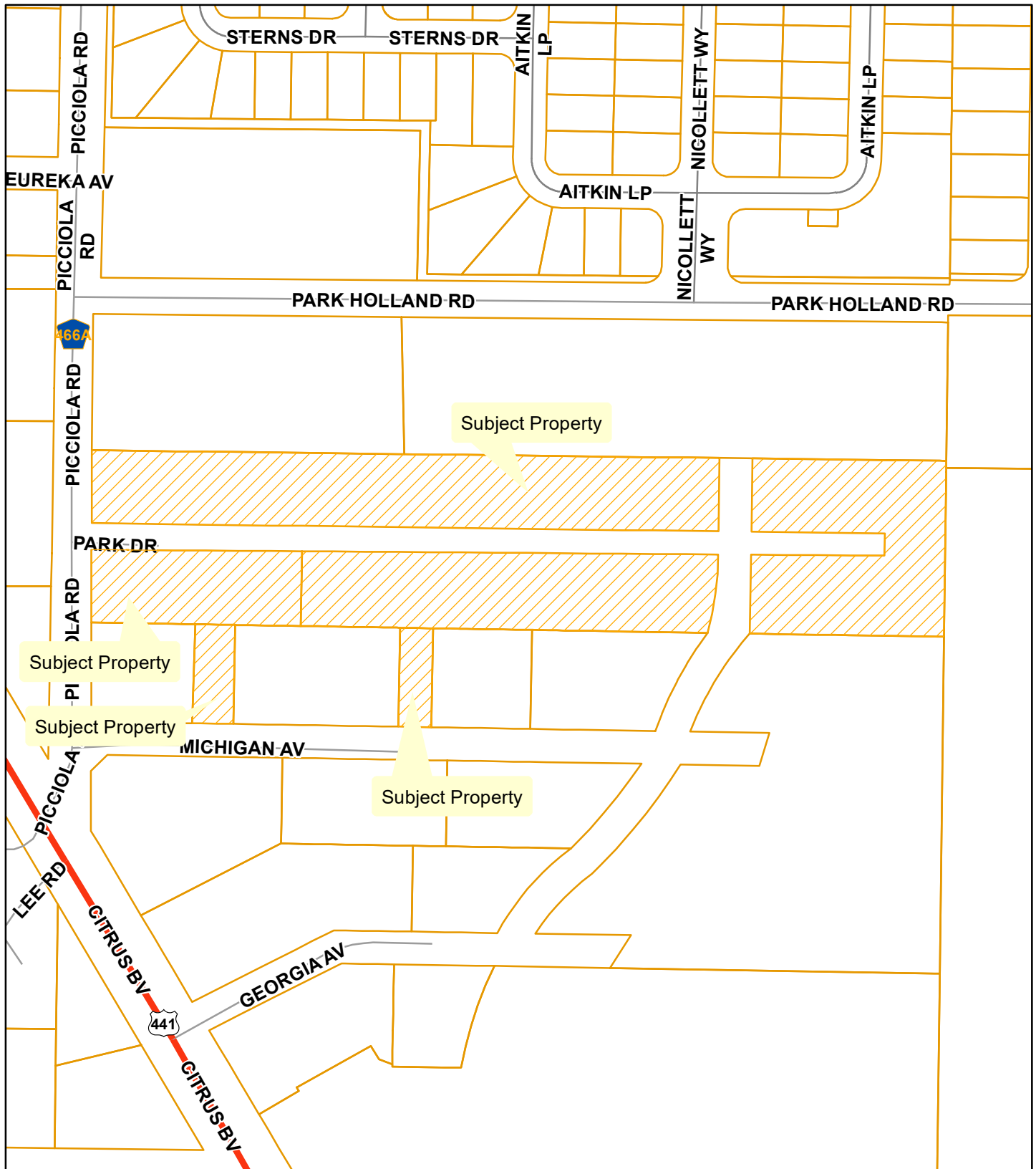
Unacceptable / Discouraged

Fixtures that produce glare and light trespass

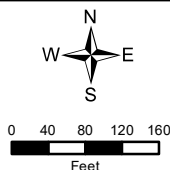
**Acceptable**Fixtures that shield the light source to minimize glare and light trespass
and to facilitate better vision at night

Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission

Locator

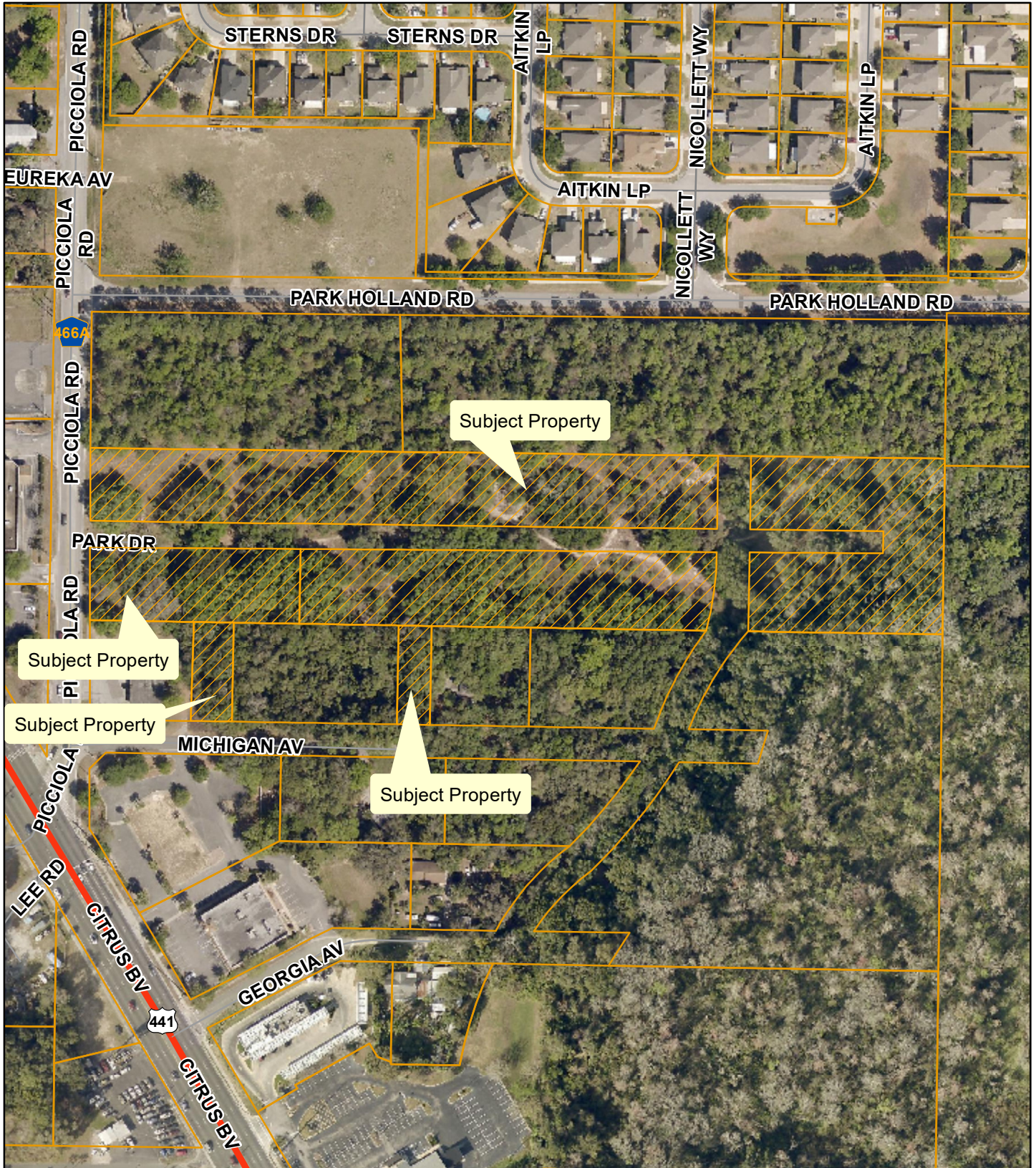


**Planning
& Zoning
Division**

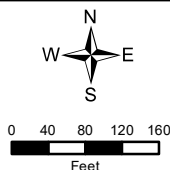


Picciola Project PMF Leesburg
SSCP-23-31; SPUD-23-32
Alternate Keys: 3764773, 1489733, 1654939, 3764889
Section 15, Township, 19 South, 24 East
March 1, 2023

Aerial

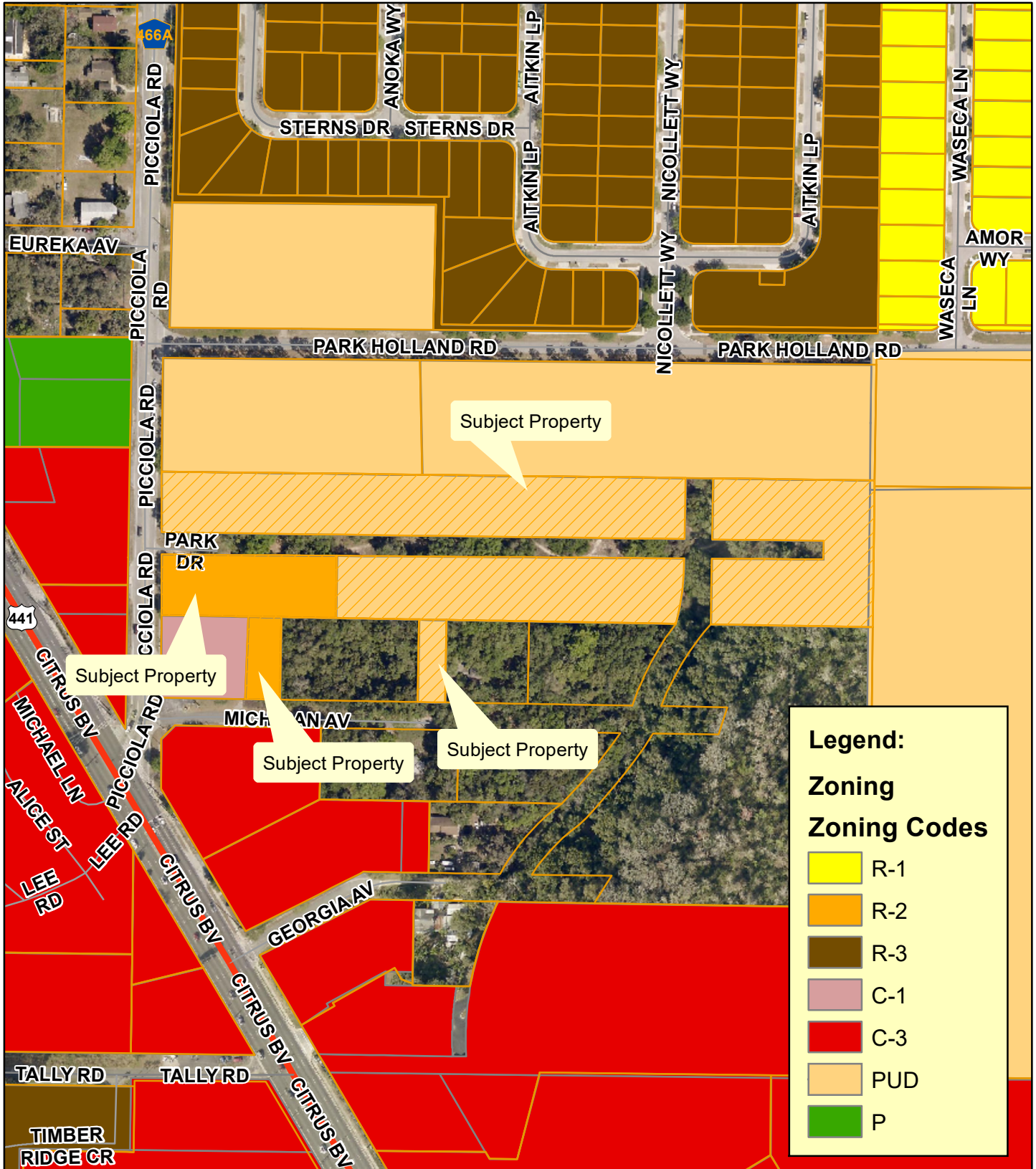


**Planning
& Zoning
Division**

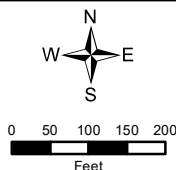


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Zoning



**Planning
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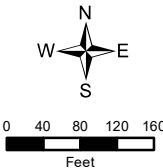


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Proposed Zoning



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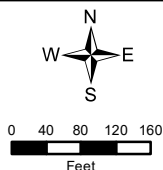


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Surrounding Land Uses

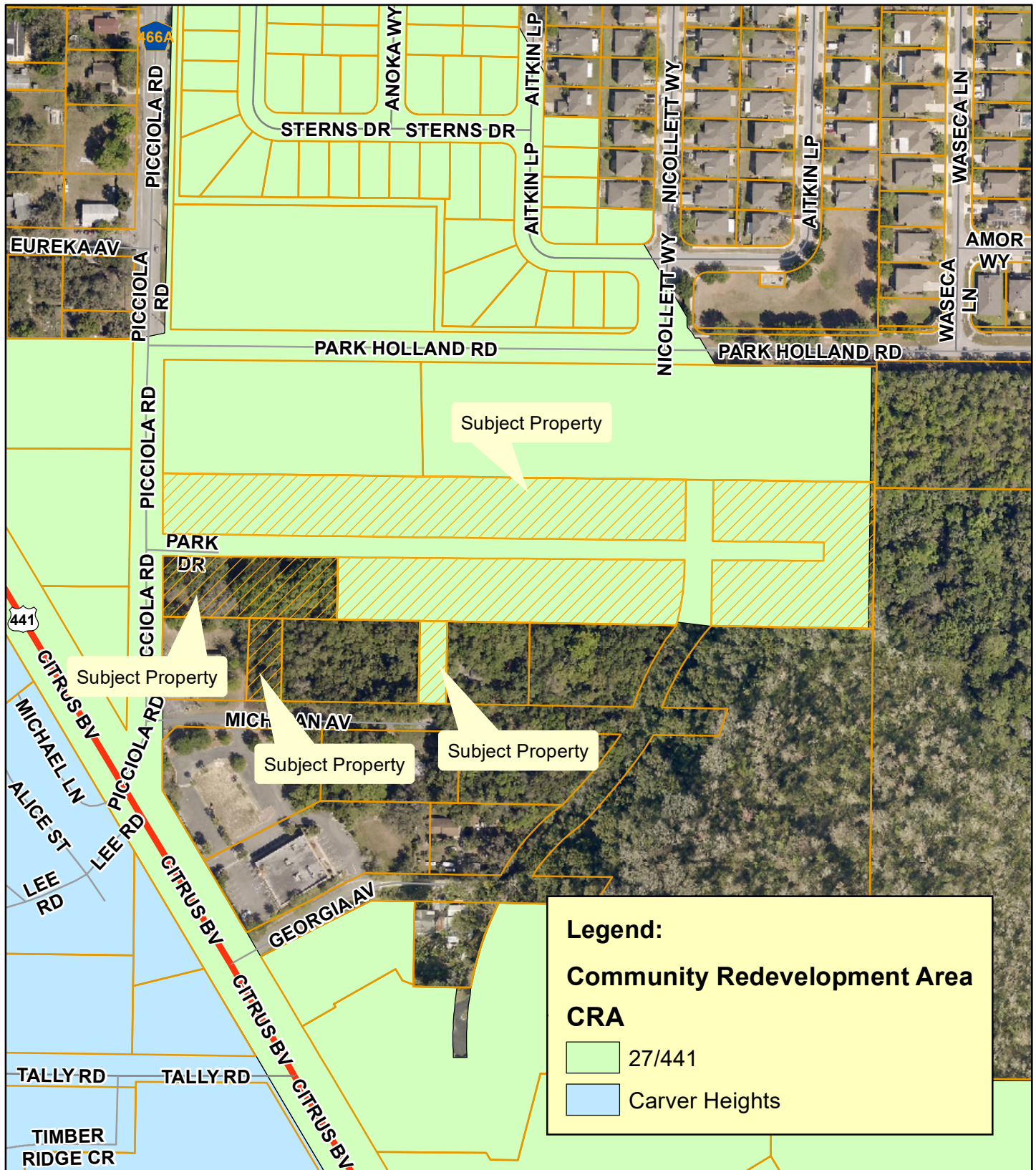


**Planning
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Division**

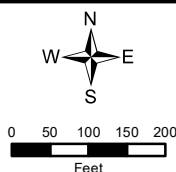


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Community Redevelopment Area

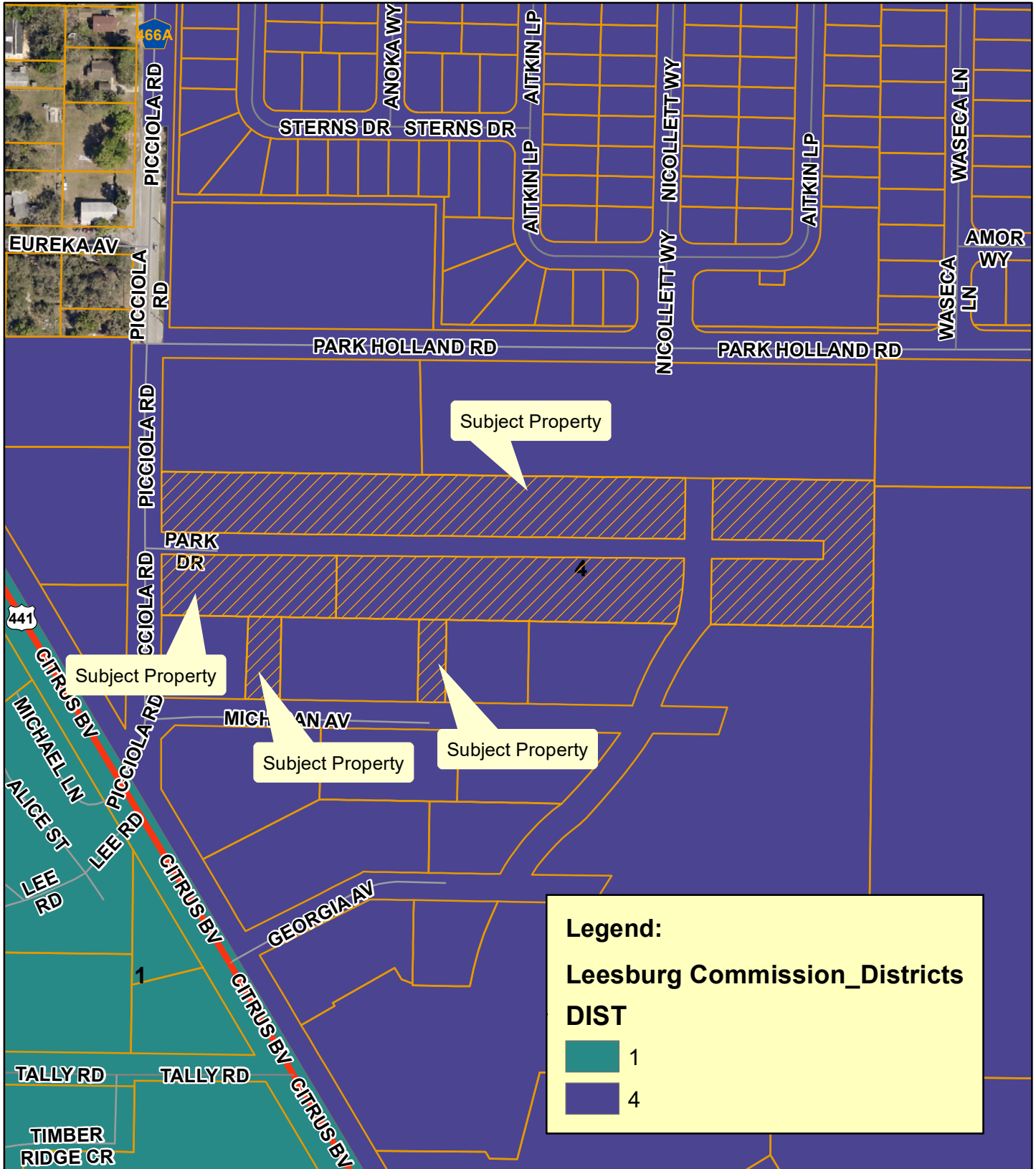


**Planning
& Zoning
Division**

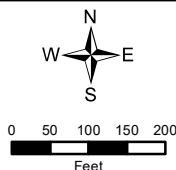


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Section 15, Township, 19 South, 24 East
March 1, 2023

Commission Districts



**Planning
& Zoning
Division**



Picciola Project PMF Leesburg
 SSCP-23-31; SPUD-23-32
 Alternate Keys: 3764773, 1489733, 1654939, 3764889
 Section 15, Township, 19 South, 24 East
 March 1, 2023



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY HALL
THURSDAY, MARCH 23RD, 2023 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, March 23rd, 2023, at City Hall.

Chairman Tim Sennett called the meeting to order at 4:30 p.m.

The following Commission members were present:

Tim Sennett - Chairman
Ted Bowersox – Vice-Chairman
John O’Kelley
Stewart Kaplan
Nathaniel Sanders

The following Commission members were absent:

Frazier Marshall
Ze’Shieca Carter
Ken Simeone
Rosalind Peebles-Johnson

City staff in attendance included Dan Miller, Planning & Zoning Director, Sabrina Mitchell, Administrative Assistant II, Dianne Yekel, Senior Planner, Kandi Harper, Senior Planner, Max Van Allen, Planner, Melissa Medders, Planner and City Attorney Grant Watson was also present.

The meeting opened with an invocation given by Vice-Chairman Bowersox, followed by the Pledge of Allegiance to the Flag.

Dan Miller informed the audience of the rules of participation and the need to sign the speaker’s registry. He also informed Commissioners and the audience that the City Commission meeting dates are tentatively scheduled.

DRAFT SUMMARY MINUTES OF THE PLANNING COMMISSION MEETING

FOR THURSDAY, FEBRUARY 23RD, 2023.

Vice-Chairman Bowersox moved to APPROVE the draft minutes from the FEBRUARY 23RD, 2023 meeting. Commissioner Sanders SECONDED the motion, which PASSED by a vote of 5-0.

Sabrina Mitchell swore in staff as well as anyone in the audience wishing to speak.

Chairman Sennett called for the first case under new business be brought forward.

NEW BUSINESS

1) PUBLIC HEARING CASE # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTY CONTAINING 33.45 +/- ACRES FROM LAKE COUNTY REGIONAL OFFICE TO CITY OF LEESBURG INDUSTRIAL FOR A MIXED-USE DEVELOPMENT ON A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) (POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Dan Miller requested to discuss the next two cases together and vote on each case separately.

Dan Miller introduced case number #SSCP-22-585 – Sundance Commercial and Industrial – Small Scale Comprehensive Plan Amendment and case number #PUD-22-586 Planned Unit Development into the record and entered the exhibits into the record with maps and photo exhibits including aerial, zoning, future and surrounding land use, wetlands/flood zone maps, CRA maps, staff summary, departmental review summary, and staff recommendations.

Mr. Miller gave a background and explanation of the subject property, location, zoning, requests, went over aerial map, conceptual architectural samples Exhibit D, and PUD (Planned Unit Development).

Max Van Allen utilized a power point presentation to demonstrate the area of the proposed site for both cases.

Department Review Summary: This case was sent out to all the different City departments, Lake County Public Works, and the School Board there were no substantive comments from the City departments. Lake County Public Works did note the need for turn lanes on CR 48, plus a right turn lane on Haywood Worm Farm Road and additional right of way for the proposed future Central Lake Trail, as well as for the possibility of the widening of CR 48 which rolls into 470. Public responses – we did not receive any major comments from the City of Leesburg notice requirements. Staff did receive two written responses for approval, we didn't receive any recommendations for denial in response to the posted signs and newspaper.

Mr. Miller read the Staff Recommendations into the record for both cases; Staff supports both cases; recommended approval.

Chairman Sennett stated if the Commission have any questions of Staff or applicant.

Dwight Sadoff with Project Finance & Development at 7575 Dr. Phillips Blvd. Suite 165 Orlando, Florida 32819 stated the primary reason to come to the City; utilities, 33 acres, no wetlands, no endangered species, flat, used for cattle, uses seeking; very consistent, frontage on CR 48; removed any reference industrial uses, permitted/conditional uses; City Code, not seeking to have use in plan, fronts on two roads, different; County did not want access on CR 48; County permission, uses stated very specifically; concept plan, Exhibit C, few things in conditions of approval; carryovers from prior plan, hopefully, Dan Miller will clean up before City Commission; uses; slightly misstated; conditions, specific; concept plan, design standards, material; applicable to residential development, not applicable to our plan; commercial/industrial development, going smoothly, very high on the area, intensity of people, went over PUD standards with Dan Miller to make changes; (5A) elevations applicable to SF units; (B1), Dan Miller stated and read into the record (7C) the elevations of SF should be taken out, plan; open space 35% minimum, Code 30%, match Code; Dan Miller replied change in Code; our City Commission requires every PUD; 35%, about two years ago started wanting increases on that; in order to move forward, very particular worded permitted uses; stick with what proposed, consistent with what we discussed; Dan Miller replied allowing industrial uses; 6.5 acres; define industrial uses; Dwight Sadoff stated we just referenced the Code, M1 permitted uses, not M1 conditional; Dan Miller stated think we can make that work if the Commission will allow me to work with the applicants on that, make sure nothing nauseous; don't see a problem with his request, request permission from Commission, clarification; about conditional uses/permitted in the industrial; applicant is correct, happy to work with applicant to make change; before City Commission, Dwight Sadoff stated on the concept plan; walls on the east/west side wall or 6' opeg security fence, Staff report; provides/allows for fence on east and wall on the west side.

Dan Miller replied it was intended to be a wall on west and fence on east; Dwight Sadoff stated the difference in cost; wall/fence, substantial cost difference; value of brick or block wall; fence, both provide opeg barrier; Dan Miller replied can work with that if 25' buffer remains on west side, fence responsibility of POA if Commission agrees; Dwight Sadoff stated (7A.3); gated; depends on use; don't want to say shall be gated.

Dan Miller replied it depends on the use we are alright with that on Haywood Worm Farm, if use requires a gate; will need to put one up, may be gated, fine with Staff; Dwight Sadoff stated he has question on paragraph (6C), reference to upland buffer; section landscaping/buffer requirements, section (11E); wetlands, flood zones, and wildlife, upland buffer; paragraph dealing with landscape/buffer requirements, not required to put in walkway, buffer; Dan Miller replied allowed in upper buffers but limited to, but not required; Dwight Sadoff read condition into record; Dan Miller replied if you wanted to put a hiking trail; thanks the applicant.

Commissioners, and Mr. Miller discussed PUD conditions are written as they should be, so if we have anything to clean up; let's move forward, architectural standards; originally architectural presented were metal buildings; added some architectural standards; Dan Miller went over façade samples; conceptual; Exhibit D; language in PUD; Staff can work with applicant on architectural designs, something that looks good, these are examples; not locked in, read standards; looks like a residential standard, how they work, non-predominance of metal, stucco, 50:50, some angles; doesn't just stand out as a metal building; Dan Miller requested permission to work the applicants on the changes; Commission agreed.

Chairman Sennett stated if the Commission have any questions of the applicant or if anyone in the audience would like to speak on this case.

Chairman Sennett closes discussion from the Public, entertained a motion, and then the voting took place.

Commissioner Sanders made a MOTION for APPROVAL of case # SSCP-22-585 – SUNDANCE COMMERCIAL AND INDUSTRIAL – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT Commissioner Kaplan SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0 .

Chairman Sennett called for the second case under new business be brought forward.

2) PUBLIC HEARING CASE # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CHANGING THE ZONING ON APPROXIMATELY 33.45 +/- ACRES FROM LAKE COUNTY A (AGRICULTURE) TO THE CITY OF LEESBURG PUD (PLANNED UNIT DEVELOPMENT) TO ALLOW FOR A MIXED-USE DEVELOPMENT, FOR A PROPERTY GENERALLY LOCATED SOUTH OF COUNTY ROAD 48 AND WEST OF HAYWOOD WORM FARM ROAD, AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES ARE TENTATIVELY SCHEDULED FOR FIRST READING ON MONDAY, APRIL 10TH, 2023 AND SECOND READING TENTATIVELY**

SCHEDULED FOR MONDAY, JUNE 12TH, 2023) (Sundance Commercial and Industrial) **(POSTPONED AT APPLICANT'S REQUEST FROM THE FEBRUARY 23RD, 2023 PLANNING COMMISSION REGULAR MEETING)**

Chairman Sennett entertained a motion, and then the voting took place.

Commissioner Kaplan made a MOTION for APPROVAL of case # PUD-22-586 – SUNDANCE COMMERCIAL AND INDUSTRIAL – PLANNED UNIT DEVELOPMENT with the changes Vice-Chairman Bowersox SECONDED the MOTION which CARRIED UNANIMOUSLY by a vote of 5-0.

Tim Sennett, Chairman

Sabrina Mitchell, Administrative Assistant II

Miscellaneous Accounts Receivable Customers With Unpaid Balances
Prepared by Finance
February 28, 2023

CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE

001 Fund

Gillette, Brian	Working with Marina/Boat not here	Marina Rent	294.55
Jennings, Matthew	Boat not here/ Sent to Attorney	Marina Rent	711.99
Leesburg Center for the Arts	Working with Police Dept	Security for Art Festival 3/11/22-3/12/22	720.00
Macallan Acquisitions	Working with Planning & Zoning	P&Z Traffic Study MPO	2,780.00
Matthews Hanna Construction	Working with Planning & Zoning	P&Z Traffic Study MPO	2,744.00
			<u>7,250.54</u>

013 Fund

Calhoun, Contessa	Working with Housing Dept	Housing Rent	2,746.00
Piard, Marie	Working with Housing Dept	Housing Rent	1,952.00
			<u>4,698.00</u>

041 Fund

Nix, Corey	Working with Electric/ making payments	Apprentice Reimbursement	2,350.59
			<u>2,350.59</u>

510 Fund

Lowery, Clara Necole	Working with Fleet	Damage to City Property	2,238.67
			<u>2,238.67</u>

Total 16,537.80

001 FUND TOTAL	\$	7,250.54
013 FUND TOTAL	\$	4,698.00
041 FUND TOTAL	\$	2,350.59
510 FUND TOTAL	\$	2,238.67
	\$	<u>16,537.80</u>

Expected write offs as of Feb 28, 2023

Every September, the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal years 2021 and 2022

Fiscal Write Off Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2021-2022	281,753		
2020-2021	\$ 307,042	304,458.0	(\$2,584)
2019-2020	284,281	250,084	(34,197)
2018-2019	342,912	284,276	(58,636)
2017-2018	394,427	268,001	(126,426)
2016-2017	345,913	314,552	(31,361)
2015-2016	491,091	440,511	(50,580)
2014-2015	431,543	364,023	(67,519)
2013-2014	292,507	258,246	(34,261)
2012-2013	280,544 *	216,319	(64,225)
2011-2012	380,227 *	341,414	(38,813)

Projected
Fiscal year 2022 - Month by Month
10/01/21- 09/30/22

Month	Amount Written Off	Number of Accounts	
		Commercial	Residential
October	\$ 18,445	3	67
November	19,468	6	65
December	25,734	3	71
January	18,428	1	60
February	21,646	2	62
March	17,878	0	43
April	32,964	11	61
May	15,027	0	47
June	29,250	2	71
July	34,286	4	79
August	18,029	3	46
September	30,599	3	76
Accounts to be written off*	\$ 281,754	38	748
Prior Yr to Date	\$ 307,042	36	821
difference - () negative	\$ 25,288	(2)	73

Projected
Fiscal year 2023- Month by Month
10/01/22- 09/30/23

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 23,873	5	77	185.97	266.97
November	34,977	1	90	165.85	284.19
December	52,217	6	119	365.75	347.00
January	48,307	4	76	237.64	303.17
February	53,540	3	88	157.19	1,790.76
March				0.00	415.78
April				1,030.32	354.60
May				0.00	319.73
June				381.48	401.23
July				6,811.79	347.77
August				433.27	363.67
September				1,896.88	327.73
Accounts to be written off	\$ 212,914	19	450		
Prior Yr to Date	\$ 103,721	15	325		
difference - () negative	\$ 109,193	4	125		

City of Leesburg, Florida
Report of **REVENUES** by Fund
For Period Beginning of **October 1, 2022- February 28, 2023** or **42%**

Fund Name	REVENUES				
	CURRENT YEAR			LAST YEAR	
	FY 23 Adjusted Budget	FY 23 Revenue	FY 23 Percentage	FY 22 Revenue	FY 22 Percentage
<u>General Fund</u>	30,693,872	15,515,116	51%	15,695,066	53%
<u>Special Revenue Fund</u>					
Housing Assistance	106,680	60,661	57%	41,674	43%
Debt Service Fund	1,745,218	1,608,036	92%	1,614,659	92%
Capital Projects Fund	6,326,541	606,017	10%	2,001,333	64%
Discretionary Sales Tax	2,599,868	1,104,176	42%	920,086	40%
Police Forfeiture Fund	-	40,631	0%	150	0%
Police Education Fund	-	1,942	0%	1,516	0%
Gas Tax	800,000	292,334	37%	259,871	34%
Police Impact Fees	-	275,731	0%	66,620	0%
Fire Impact Fees	-	26,690	0%	61,055	0%
Recreation Impact Fees	-	43,498	0%	110,410	0%
Building Fund	1,073,600	419,468	39%	403,022	39%
<u>Community Redevelopment Agencies</u>					
Greater Leesburg CRA fund	752,463	752,824	100%	557,769	98%
Carver Heights CRA fund	654,068	666,258	102%	506,736	99%
Highway 27/441 CRA fund	1,829,915	1,820,356	99%	1,356,209	99%
<u>Enterprise Funds</u>					
Stormwater Utility Fund	1,916,746	734,053	38%	696,112	56%
Electric Utility Fund	95,863,940	32,368,180	34%	27,926,238	43%
Gas Utility Fund	9,906,850	5,279,622	53%	4,382,248	54%
Water Utility Fund	11,067,692	4,330,948	39%	4,109,500	42%
Wastewater Utility Fund	15,386,454	6,214,734	40%	11,951,876	64%
Solid Waste Utility Fund	4,962,610	2,055,832	41%	1,962,127	43%
Airport Fund	6,056,251	687,077	11%	640,428	10%
<u>Internal Services Fund</u>					
Health Insurance Fund	7,769,137	2,454,047	32%	3,105,928	41%
Workers Comp Insurance Fund	1,160,309	457,100	39%	361,129	54%
Fleet Maintenance Fund	3,771,811	1,229,143	33%	1,155,960	31%
<u>Pension Trust Funds</u>					
Police Retirement Trust Fund	2,223,377	2,451,865	110%	(210,655)	-11%
Fire Retirement Trust Fund	1,720,614	2,204,327	128%	(216,303)	-13%
General Employees Trust Fund	3,240,408	3,665,982	113%	376,358	12%
Use of Fund Balance (Various funds)	78,050,230				
Total All Funds	289,678,654	87,366,648	41%	79,837,122	47%

City of Leesburg, Florida
Report of **EXPENSES** by Fund
For Period Beginning of **October 1, 2022- February 28, 2023** or **42%**

Fund Name	EXPENSES				LAST YEAR	
	CURRENT YEAR					
	FY 23 Adjusted Budget	FY 23 Expenses	FY 23 Percentage		FY 22 Expenses	FY 22 Percentage
<u>General Fund</u>	32,760,412	12,722,900	39%		12,921,222	40%
<u>Special Revenue Fund</u>						
Housing Assistance	162,112	40,342	25%		52,427	35%
Debt Service Fund	1,745,218	1,323,275	76%		1,304,901	75%
Capital Projects Fund	12,788,301	529,856	4%		2,645,980	34%
Discretionary Sales Tax	2,680,893	120,072	4%		960,462	38%
Police Forfeiture Fund	61,571	-	0%		-	0%
Police Education Fund	3,500	6,915	198%		6,523	109%
Gas Tax	1,207,052	373,373	31%		450,344	60%
Police Impact Fees	-	23,700	0%		5,840	56%
Fire Impact Fees	47,949	2,020	4%		4,960	1984%
Recreation Impact Fees	-	2,110	0%		180,400	100%
Building Fund	1,570,402	521,389	33%		561,466	32%
<u>Community Redevelopment Agencies</u>						
Greater Leesburg CRA fund	813,641	499,709	61%		337,304	47%
Carver Heights CRA fund	754,068	72,299	10%		426,936	60%
Highway 27/441 CRA fund	1,979,110	141,715	7%		156,156	11%
<u>Enterprise Funds</u>						
Stormwater Utility Fund	3,283,752	469,221	14%		583,763	24%
Electric Utility Fund	102,434,356	31,823,527	31%		30,112,500	39%
Gas Utility Fund	11,665,662	3,769,863	32%		3,699,746	34%
Water Utility Fund	17,692,463	3,688,509	21%		4,140,695	29%
Wastewater Utility Fund	64,033,187	5,378,785	8%		5,233,183	16%
Solid Waste Utility Fund	5,454,110	2,584,699	47%		2,229,723	43%
Airport Fund	7,050,961	1,257,855	18%		1,859,004	25%
<u>Internal Services Fund</u>						
Health Insurance Fund	7,769,137	2,158,499	28%		3,704,337	48%
Workers Comp Insurance Fund	1,160,309	529,348	46%		280,460	42%
Fleet Maintenance Fund	5,376,089	1,308,723	24%		1,938,850	44%
<u>Pension Trust Funds</u>						
Police Retirement Trust Fund	2,223,377	562,680	25%		455,249	23%
Fire Retirement Trust Fund	1,720,614	719,601	42%		558,114	33%
General Employees Trust Fund	3,240,408	1,397,730	43%		1,255,737	39%
Total All Funds	289,678,654	72,028,715	25%		76,066,282	35%

CITY OF LEESBURG
CASH AND INVESTMENTS BY FUND
2/28/2023

		GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ELECTRIC UTILITY	GAS UTILITY	WATER UTILITY	WASTEWATER TREATMENT	COMMUNICATION	SANITATION SERVICES	STORM WATER	AIRPORT	BUILDING PERMITS	INTERNAL SERVICE
POOLED CASH & INVESTMENTS		FUND	FUNDS GROUP	FUNDS	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUND	FUNDS GROUP
OPERATING CASH		\$80,072,047.09	\$16,681,151.26	\$8,599,145.55	\$ 877,647.73	\$ 118,148.49	\$11,222,112.45	\$ 4,548,426.25	\$ 6,345,869.64	\$ 14,179,763.11	\$ 1,211,767.83	\$3,330,519.75	\$4,505,018.35	\$ 1,939,345.15	\$ 6,513,131.53
RESTRICTED CASH															
	CUSTOMER DEPOSITS	6,992,934.60					5,118,289.89	1,162,644.43	700,525.28		9,655.00				
	RENEWL & REPLCMNT	19,487,543.68	1,933,917.53	24,664.70			698,993.83	491,392.46	3,299,280.82	11,673,715.52	850,000.00				515,578.82
	BOND/NOTE SINKING FUND	34,165,793.16		409,922.80			1,639,059.65	54,892.76	474,929.15	31,586,988.80					
	INFRASTRUCTURE DEVELOPMENT	306,782.00		306,782.00											
	SIGN GRANT & HUD SHIP	600,000.00		600,000.00											
	HWY 441/27 CRA - Restricted Surplus	7,040,962.93													
	IMPACT FEES	12,731,367.34		73,006.00	12,495,303.74				1,912,889.01	5,128,073.92					
	OTHER RESTRICTED CASH	508,557.92					503,428.52	5,129.40							
	DEVELOPER CONTRIBUTIONS	(5,118,999.00)					(5,118,999.00)								
	RATE STABILIZATION														
SUBTOTAL OF RESTRICTED CASH		76,714,942.63	1,933,917.53	1,414,375.50		12,495,303.74	2,840,772.89	1,714,059.05	6,387,624.26	48,390,598.24	859,655.00				515,578.82
TOTAL POOLED CASH		\$156,786,989.72	\$ 18,615,068.79	\$ 10,013,521.05	\$ 877,647.73	\$ 12,613,452.23	\$ 14,062,885.34	\$ 6,262,485.30	\$ 12,733,493.90	\$ 62,570,361.35	\$ -	\$ 2,071,422.83	\$ 3,330,519.75	\$ 4,505,018.35	\$ 7,028,710.35
NON-POOLED RESTRICTED CASH															
	CASH WITH FISCAL AGENT	1,299,985.69			680,408.37			103,918.36	216,158.15	299,500.81					
	DEPOSITORY TRUST ACCOUNT														
	DEP-WELLS FARGO														
SUBTOTAL NON-POOLED CASH		1,299,985.69			680,408.37			103,918.36	216,158.15	299,500.81					
TOTAL POOLED CASH AND INVEST		\$158,086,975.41	\$18,615,068.79	\$ 10,013,521.05	\$1,558,056.10	\$12,613,452.23	\$14,062,885.34	\$6,366,403.66	\$12,949,652.05	\$62,869,862.16	\$2,071,422.83	\$3,330,519.75	\$4,505,018.35	\$1,939,345.15	\$7,028,710.35

INDIVIDUAL SPECIAL REVENUE FUNDS

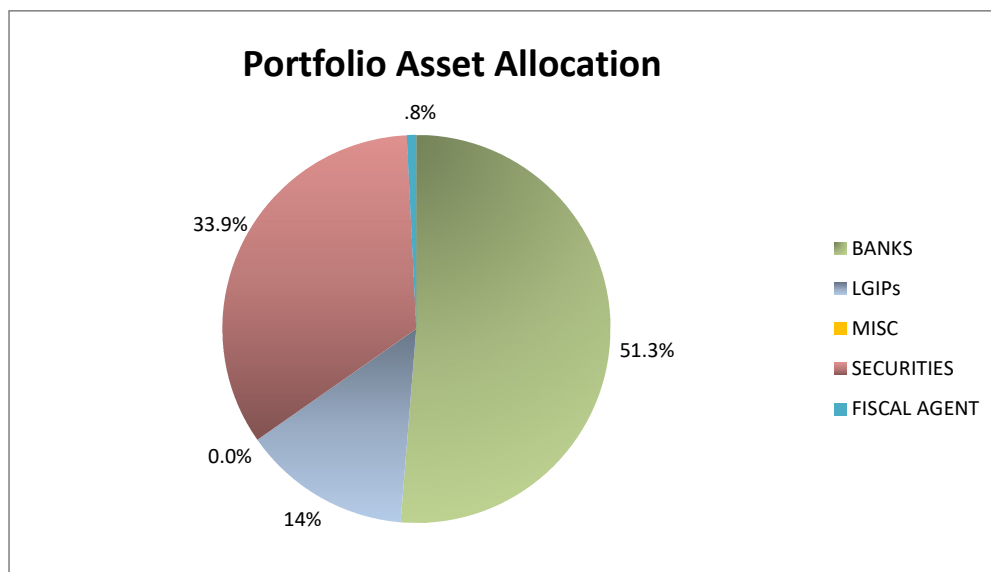
		SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
POOLED CASH & INVESTMENTS													
OPERATING CASH		\$ 8,599,145.55	\$ 232,882.64	\$ 311,196.00	\$ 777,206.24	\$ 3,544,602.21	\$ 144,273.83	\$ (4,138.05)	\$ 1,537,278.78	\$ 510,214.85	\$ 992,622.01	\$ 205,719.03	\$ 347,288.01
RESTRICTED CASH													
	HUD SHIP PROGRAM & SHOUSE PROCEEDS	73,006.00	73,006.00										
	BOND/NOTE SINKING FUND	409,922.80		42,529.13		367,393.67							
	SIGN GRANT	306,782.00		57,587.00	100,000.00	149,195.00							
	R&R / OTHER RESTRICTED	24,664.70	24,664.70										
	CUSTOMER DEPOSITS	600,000.00				600,000.00							
SUBTOTAL OF RESTRICTED CASH		\$ 1,414,375.50	\$ 97,670.70	\$ 100,116.13	\$ 100,000.00	\$ 1,116,588.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH		\$ 10,013,521.05	\$ 330,553.34	\$ 411,312.13	\$ 877,206.24	\$ 4,661,190.88	\$ 144,273.83	\$ (4,138.05)	\$ 1,537,278.78	\$ 510,214.85	\$ 992,622.01	\$ 205,719.03	\$ 347,288.01
NON-POOLED RESTRICTED CASH													
	DEP-WELLS FARGO	\$ -											
SUBTOTAL NON-POOLED CASH		\$ -											
TOTAL POOLED CASH AND INVEST		\$ 10,013,521.05	\$ 330,553.34	\$ 411,312.13	\$ 877,206.24	\$ 4,661,190.88	\$ 144,273.83	\$ (4,138.05)	\$ 1,537,278.78	\$ 510,214.85	\$ 992,622.01	\$ 205,719.03	\$ 347,288.01

INTERNAL SERVICE FUNDS

		INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
POOLED CASH & INVESTMENTS						
OPERATING CASH		\$ 6,513,131.53	\$ 2,184,061.19	\$ 1,481,575.31	\$ -	\$ 2,847,495.03
RESTRICTED CASH		515,578.82				515,578.82
SUBTOTAL OF RESTRICTED CASH		\$ 515,578.82	\$ -	\$ -	\$ -	\$ 515,578.82
TOTAL POOLED CASH		\$ 7,028,710.35	\$ 2,184,061.19	\$ 1,481,575.31	\$ -	\$ 3,363,073.85
TOTAL POOLED CASH AND INVESTMENTS		\$ 7,028,710.35	\$ 2,184,061.19	\$ 1,481,575.31	\$ -	\$ 3,363,073.85

**CITY OF LEESBURG
INVESTMENT REPORT
2/28/2023**

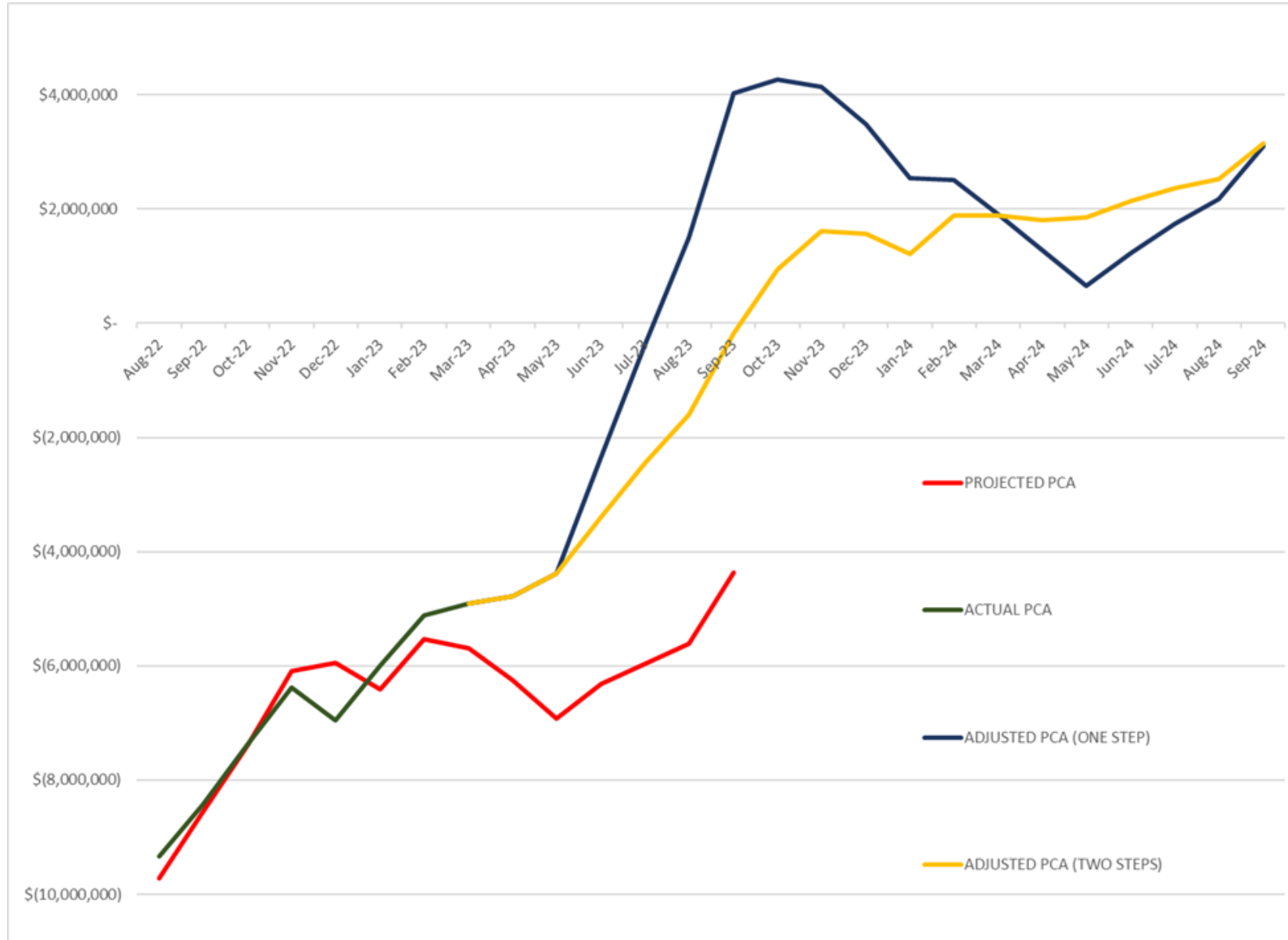
DESCRIPTION	BALANCE 2/28/2023
BANK OPERATING AND SAVINGS ACCOUNTS	
Truist Bank - Disbursement	\$69,977,059
TD Bank - Savings	4,058,989
Southstate Bank - Savings	11,440
Southstate Bank - CD	2,000,000
JP Morgan - CD	5,000,000
	\$81,047,488
LOCAL GOVERNMENT INVESTMENT POOLS	
FLSAFE	7,956,922
FLCLASS	10,084,635
FLPRIME	4,102,945
	22,144,501
U S TREASURY MONEY MARKET FUND (FGU Deposit)	0
US BANK (Fiscal Agent)	1,299,986
CHANDLER ASSET MANAGEMENT (SECURITIES)	52,845,000
PUBLIC TRUST ADVISORS (SECURITIES)	750,000
	53,595,000
TOTAL INVESTMENTS	158,086,975
MARKET ADJUSTMENT	(896,367)
TOTAL VALUE OF INVESTMENTS	\$157,190,609



ACTUAL AND PROJECTED COST PER MWH



ACTUAL AND PROJECTED PCA BALANCES



POTENTIAL PCA CHARGES

	DATE TO CHANGE PCA	PCA AMOUNT PER 1,000 Kwh	COST PER 1,000 Kwh
OPTION 1	CURRENT	\$ 70.00	\$ 177.94
	2023 JUNE	\$ 50.00	\$ 157.94
	2024 JUNE	\$ 27.50	\$ 135.44
OPTION 2	CURRENT	\$ 70.00	\$ 177.94
	2023 OCTOBER	\$ 33.00	\$ 140.94

AS OF JANUARY 2023

ELECTRIC RATES FOR LAKE COUNTY

		Per 1,000 kWh	Per 1,200 kWh
Sumter Electric Co-OP		\$ 156.60	\$ 185.72
Duke Energy - Florida		\$ 172.49	\$ 208.89
Mount Dora Electric		\$ 172.66	\$ 204.99
Leesburg Electric		\$ 177.97	\$ 215.04
Does Not Include a Franchise Fee			

Which Option is Best - (Option #2)

Option #1 – PCA Reduction June 1

PER kWh		RATE TIERS					
PCA RATE		BASE	ENG #1	ENG #2	PCA		
1,351	MONTHLY USAGE	1000	351			TOTAL	
\$ 0.07000	Oct-22	\$ 15.00	92.94	40.53769	\$ 94.57	\$ 243.05	
\$ 0.07000	Nov-22	\$ 15.00	92.94	40.53769	\$ 94.57	\$ 243.05	
\$ 0.07000	Dec-22	\$ 15.00	92.94	40.53769	\$ 94.57	\$ 243.05	
\$ 0.07000	Jan-22	\$ 15.00	92.94	40.53769	\$ 94.57	\$ 243.05	
\$ 0.07000	Feb-23	\$ 15.00	92.94	40.53769	\$ 94.57	\$ 243.05	
\$ 0.07000	Mar-23	\$ 15.00	92.94	40.53769	\$ 94.57	\$ 243.05	
\$ 0.07000	Apr-23	\$ 15.00	92.94	40.53769	\$ 94.57	\$ 243.05	
\$ 0.07000	May-23	\$ 15.00	92.94	40.53769	\$ 94.57	\$ 243.05	
\$ 0.05000	Jun-23	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
\$ 0.05000	Jul-23	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
\$ 0.05000	Aug-23	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
\$ 0.05000	Sep-23	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
		FY 23 TOTAL				\$ 2,808.49	
PER kWh		RATE TIERS					
PCA RATE		BASE	ENG #1	ENG #2	PCA		
1,351	MONTHLY USAGE	1000	351			TOTAL	
\$ 0.05000	Oct-23	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
\$ 0.05000	Nov-23	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
\$ 0.05000	Dec-23	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
\$ 0.05000	Jan-24	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
\$ 0.05000	Feb-24	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
\$ 0.05000	Mar-24	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
\$ 0.05000	Apr-24	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
\$ 0.05000	May-24	\$ 15.00	92.94	40.53769	\$ 67.55	\$ 216.03	
\$ 0.02750	Jun-24	\$ 15.00	92.94	40.53769	\$ 37.15	\$ 185.63	
\$ 0.02750	Jul-24	\$ 15.00	92.94	40.53769	\$ 37.15	\$ 185.63	
\$ 0.02750	Aug-24	\$ 15.00	92.94	40.53769	\$ 37.15	\$ 185.63	
\$ 0.02750	Sep-24	\$ 15.00	92.94	40.53769	\$ 37.15	\$ 185.63	
		FY 24 TOTAL				\$ 2,470.74	
		TWO YEAR COST				\$ 5,279.23	

Option #2 – PCA Reduction October 1

[illegible]

Actions That Have to Occur

1. Recover Full Loss - \$12.5M
2. Rate Relief ASAP

Reasons for Option #2

1. Low Cash Reserve
2. Quicker Recovery of Loss
3. More Customer Savings
4. Bad Rate will be Competitive
5. Adjust as Soon as Recovery is Made

Both Options Are Reasonable

Electric Fund Cash and Reserve Requirement

