

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

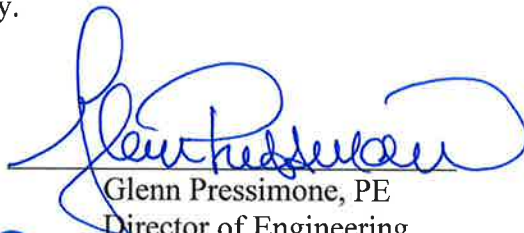
DATE: March 29, 2016


SUBJECT: Approval of Utility Adjustment Agreement in Support of
S.R. 528 / Innovation Way Interchange; Project 528-313, Contract No. 001022
Contract No. 001199

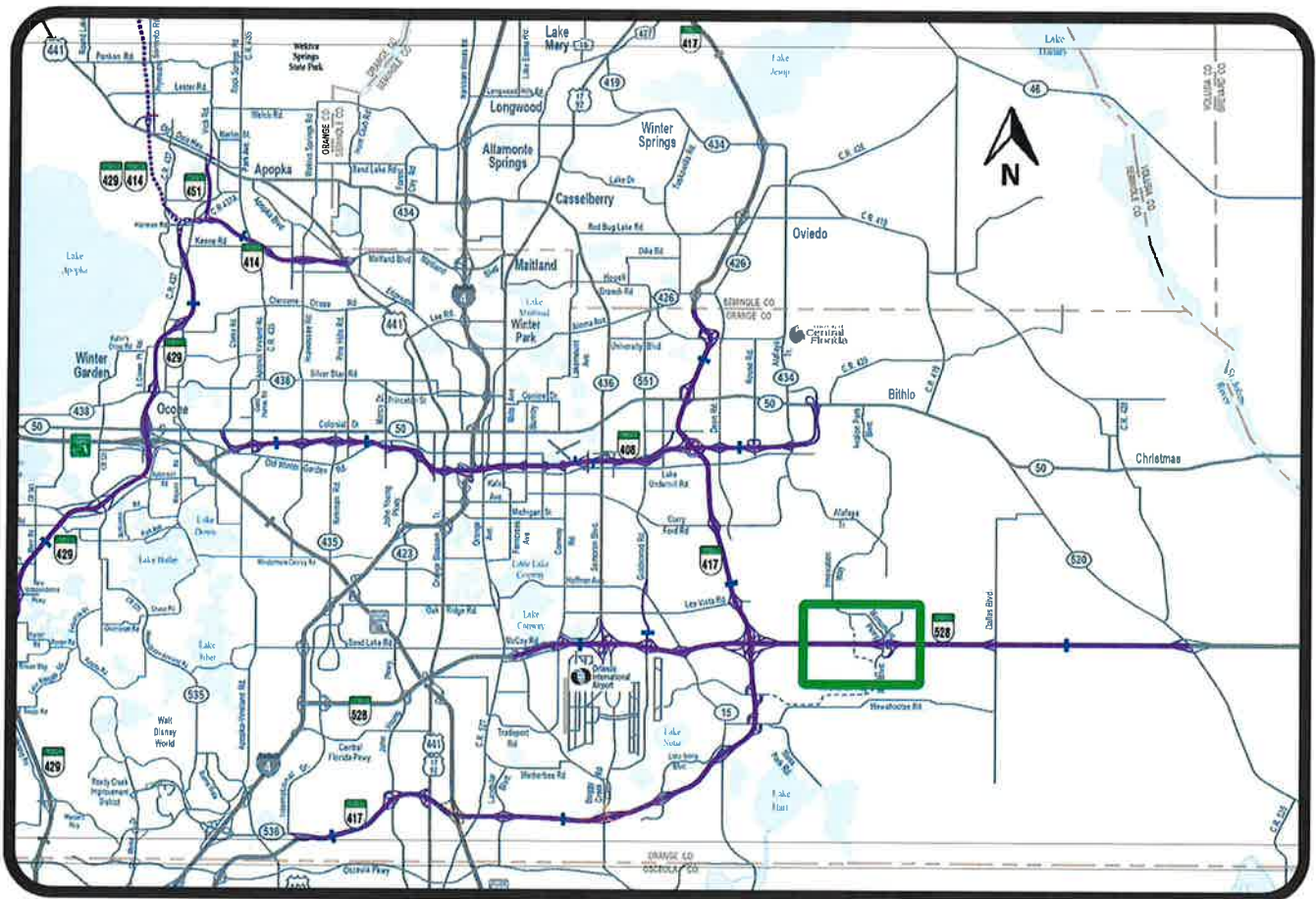
Board approval is requested for CFX to enter into a Utility Adjustment Agreement with Orange County as part of the S.R. 528 / Innovation Way Interchange construction project. This agreement provides for reimbursement to CFX from Orange County related to utility work to be constructed by the CFX contractor on behalf of Orange County.

In June of 2014, CFX, Orange County and Suburban Land Reserve (SLR) entered into the Amended and Restated 2006 Innovation Way /Beachline Interchange Agreement. As a part of that agreement, it was understood that it was Orange County's desire for the CFX contractor of the S.R. 528 / Innovation Way Interchange project to also construct certain utilities on behalf of Orange County. Such utility work by the CFX contractor would be reimbursable to CFX from Orange County.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





Project Location Map for
S.R. 528 / Innovation Way Interchange (528-313)

UTILITY ADJUSTMENT AGREEMENT

THIS UTILITY ADJUSTMENT AGREEMENT (the "Agreement") is made and entered into as of the date of last execution below ("Effective Date") by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the "COUNTY"), whose address is 201 South Rosalind Avenue, Orlando, Florida, 32801 and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state under the laws of the State of Florida ("CFX,") whose address is 4974 ORL Tower Road, Orlando, Florida 32807. COUNTY and CFX may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the COUNTY, Orlando-Orange County Expressway Authority ("OOCEA"), predecessor-in-interest to CFX, and Suburban Land Reserve, Inc. ("SLR") entered into that certain Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement, which was approved by SLR on May 27, 2014, by COUNTY on June 10, 2014, and by OOCEA on June 12, 2014, with an effective date of June 12, 2014; and

WHEREAS, the COUNTY, CFX and SLR entered into that certain First Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement which was approved by SLR on August 13, 2015, by COUNTY on September 15, 2015, and by CFX on October 8, 2015, with an effective date of October 8, 2015; and

WHEREAS, CFX plans to construct the SR 528 Innovation Way Interchange (the "Project") known as CFX Project # 528-313; and

WHEREAS, COUNTY desires to install a twenty-four inch ductile iron reclaimed water line and appurtenant facilities (the "Facilities") in conjunction with the Project; and

WHEREAS, the Parties intend to cooperate and coordinate the construction and installation of the Facilities (the "Utilities Project")

WHEREAS, CFX has designed the Project and the COUNTY has designed the Utilities Project (the "Plans") as shown in **Exhibit "A,"** attached hereto and made a part hereof by reference, for inclusion in the Project to be performed or caused to be performed by CFX; and

WHEREAS, the Parties desire to formalize the terms and conditions whereby the Parties shall coordinate the construction of the Utilities Project by CFX, at the COUNTY'S expense.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, of which the Parties acknowledge the receipt and sufficiency, CFX and the COUNTY hereby, agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Bidding and Selection of Construction Contractor.** CFX is in the process of competitively bidding the construction of the Project with the inclusion of the Utilities Project. Bidders will be financially responsible and able to furnish payment and performance bonds. The bids will provide a separate itemized cost for the Utilities Project based on the separate “breakout” schedule prepared by the COUNTY.

CFX will award the contract to the successful low bidder and will provide copies of the construction contractor’s bid to the COUNTY. The COUNTY will review and approve the bid with respect to the Utilities Project. If the COUNTY decides not to approve the bid, then the Utilities Project will be removed from the construction of the Project and this Agreement will be terminated, and neither Party shall have any further obligation or liability to the other Party as a consequence of the termination of this Agreement.

3. **The Utilities Project**

- a. **Construction of the Facilities within CFX Right-of-Way (ROW).** The COUNTY desires to install approximately five thousand linear feet of twenty-four-inch ductile iron reclaimed water main in the Innovation Way right-of-way and portions of CFX right-of-way between stations 506+38 and 550+22, 51 RT on Innovation Way as depicted in the Plans, at the COUNTY’s expense.
 - b. **County Costs.** An engineer’s estimate of the Utility Project costs total \$1,974,518 as more specifically set forth in **Exhibit “B,”** attached hereto and incorporated herein by this reference (the “Utility Cost Estimate”). The COUNTY shall be responsible for the actual construction costs plus two percent (2%) of the actual construction costs for Construction, Engineering and Inspection (“CEI”) services related to the Utilities Project. The Parties acknowledge and agree that **Exhibit “B”** is an estimate of Utilities Project costs and the COUNTY shall reimburse CFX for actual construction costs, which is estimated at a not-to-exceed amount of \$1,974,518, plus a maximum of \$39,490 for CEI costs (combined maximum not-to-exceed amount of \$2,014,008). In the event that the actual reimbursable costs exceed the Utility Cost Estimate plus the CEI costs, CFX shall provide COUNTY with notice and COUNTY shall have the option of terminating this Agreement or pursuing approval for additional funds in excess of the maximum not-to-exceed amount.
4. **Utilities Project Construction Items.** The following shall also apply in the performance of the Utilities Project:
 - a. In the event that the Plans are required to be revised in any way, the Parties shall cooperate in good faith to expedite the review and such necessary revisions to ensure that: (i) the location, construction and operation of the Facilities are harmonized with the Project plans and design and construction of the Project in accordance with all applicable laws; (ii) the work schedule is synchronized with

the construction schedule for the Project; (iii) the construction of the Project and the Utilities Project are accomplished in an expedient and cost-effective manner so as to limit, to the extent reasonably practical, costs of land acquisition, design and construction and to minimize impacts to the Project, the Facilities, and adjacent landowners.

- b. CFX, at the COUNTY'S expense, shall obtain all such permits and approvals necessary for the Utilities Project.
- c. The COUNTY's Facilities shall be available for use by the COUNTY upon completion of construction and acceptance by the COUNTY of the Utilities Project.
- d. CFX will designate a CEI firm for the Project, as the point of contact for the COUNTY in all matters related to the Utilities Project and the Project, and the COUNTY has appointed its Orange County Utilities Engineering Division Manager (or his/her designee) as the point of contact for CFX and its contractors in all matters related to the Utilities Project and the Project.
- e. CFX shall cause the contractor(s) to commence and diligently perform the Utilities Project to completion in accordance with the Plans, the Utilities Plans, CFX standards, and CFX's work schedule; provided, however, in the event that completion of the Utilities Project is delayed by events of force majeure (as defined below) or for other reasons, the completion date shall be extended one day for each day of delay caused by such events. The Parties shall cooperate to harmonize construction of the Facilities with the construction or proposed construction of the Project improvements.
- f. Subject to terms and conditions of this Agreement, CFX or its contractor shall construct certain Facilities that will lie partly or totally within or across the proposed Project right-of-way. To the extent that any Facilities are located in portions of property or rights-of-way owned by CFX, CFX will grant the COUNTY a right to access its Facilities for inspection, maintenance and repair, upon submittal and approval of CFX's Application for Right of Entry. In the event a future CFX project requires COUNTY to relocate the Facilities, COUNTY shall be obligated to move, remove, or relocate its Facilities at its sole cost and expense and COUNTY's right of access shall be terminated.
- g. Within sixty days after the completion of the Project, CFX shall provide COUNTY with as-builts and certifications from a project engineer duly licensed in the State of Florida that the installation and encasement of the Facilities has been completed in accordance with the Plans, and all applicable permits and laws.
- h. As soon as possible after the completion of the Utilities Project, CFX shall provide the COUNTY with a detailed final statement of all costs and expenses incurred by CFX in connection with the construction and CEI for the Utilities

Project (the "Cost Statement"), together with all supporting documentation of such costs and expenditures. The Cost Statement and supporting records provided by CFX shall be in auditable form in accordance with generally accepted accounting principles. Within sixty days after receipt of the Cost Statement and supporting documentation, the COUNTY shall reimburse CFX for all such costs and expenses actually incurred for the COUNTY'S portion of the Utilities Project (subject to any adjustment if the COUNTY'S audit shows that such cost statement exceeds costs actually incurred or such costs are not reimbursable under the terms of this Agreement). The COUNTY shall make payment for the costs associated with the Utilities Project by issuing a check made payable to CFX, in the amount so expended by CFX, all in accordance with the foregoing. Should the COUNTY object to a reimbursement amount requested by CFX, the COUNTY shall pay the undisputed portion of the amount as set forth above, and the COUNTY shall submit its objections of the disputed portion in writing to CFX within fifteen business days of receipt of the written reimbursement request from CFX. The Parties shall meet in an attempt to resolve disputes with a goal to resolve them within twenty business days of CFX's receipt of the COUNTY's written objections.

5. **Insurance.** Any contractor performing any portion of construction of the Utilities Project shall maintain the following insurance coverage:

- i. Workers Compensation - the contractor shall provide coverage for its employees with statutory limits for Workers' Compensation and not less than \$100,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of CFX and the COUNTY and its agents, employees and officials.
 - ii. Commercial General Liability - the contractor shall provide coverage for all operations including, but not limited to Contractual, Products, Completed Operations, and Personal Injury. The limits will be not less than \$1,000,000 per occurrence. The General Aggregate Limit shall be twice the required occurrence limit.
 - iii. Business Automobile Liability - the contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000 per occurrence.
- a. The CEI firm responsible for signing and sealing the as-built drawings for the Utilities Project shall provide Professional Liability coverage with limits not less than \$1,000,000.
 - b. The COUNTY shall be specifically included as an additional insured under said policies, and said insurance shall include a provision that 30-day notice of cancellation of the coverage shall be provided to CFX and the COUNTY. Renewals of certificates of insurance shall be produced by CFX or its Contractor upon request.

- c. The COUNTY reserves the right to request, and CFX or its Contractor shall produce within fifteen days, proof of the existence of such insurance coverage and certificates verifying the amount and terms of such insurance coverage.
6. **Maintenance.** Upon completion and acceptance of the Project, CFX will have a one-year warranty from the Contractor. CFX shall have no responsibility for the maintenance, operations or repairs of the Facilities upon completion and acceptance of the Project. Neither the COUNTY, nor any employee, contractor nor agent thereof, shall cause any damage to improvements within the Utilities Project, or take any actions that would weaken, diminish or impair the lateral or subjacent support to the Project, or its appurtenant improvements. Without limiting the foregoing, the COUNTY shall be responsible for maintaining, at no cost to CFX, all permits, authorizations and approvals of applicable regulatory agencies necessary for continued operation, use, maintenance and repair of the Facilities.
7. **Limitation of Liability.** Notwithstanding any other provision of this Agreement, in no event shall either party have liability to the other party under this Agreement, whether based in contract, in tort, or otherwise, for any special, incidental, indirect, exemplary or consequential damages. Further, neither party shall be liable to the other in an amount in excess of the total amount estimated or paid, whichever is greater, for the County's portion of the Project.
8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically or within three (3) business days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) business day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Chief of Infrastructure
Telephone: (407) 690-5000

and CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

COUNTY: ORANGE COUNTY, FLORIDA
Orange County Utilities Department

9150 Curry Ford Road, Suite 300
Orlando, Florida 32825
Attn: Director of Utilities
Telephone: (407) 254-9760

9. **Sovereign Immunity.** Neither Party to this Agreement nor its officers, agents, or employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions and/or negligence of the other Party. CFX and the COUNTY do not waive and retain all defenses and protections provided to them under Florida and other applicable law, including without limitation, the defense of Sovereign Immunity as currently set forth in Section 768.28, Florida Statutes, for tort actions brought against CFX or the COUNTY and such immunity shall be applicable to any claim or action brought under this Agreement even if said claim or action sounds in contract rather than in tort.
10. **Disputes.** All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach shall be resolved in accordance with the steps set forth:
 - (a) negotiation;
 - (b) non-binding mediation; and
 - (c) judicial resolution.
11. **Hazardous Materials.** Neither party shall cause hazardous materials or other potentially hazardous conditions on the property.
12. **General Provisions.** The failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and any custom or practice at variance with the terms hereof, shall not constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by all Parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. The COUNTY and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the state courts of Orange County, Florida. The Parties agree that each Party is

responsible for its attorney's fees and costs associated with any resolution of any dispute. Time is of the essence in this Agreement and each provision hereof.

13. **Survival of Provisions.** All covenants, representations and warranties set forth in this Agreement shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.
14. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
15. **Waiver of Jury Trial.** The Parties voluntarily waive a trial by jury in any litigation or action arising from this Agreement.
16. **Force Majeure.** The Parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond the obligated party's reasonable control, which shall include, without limitation, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, fire or other casualty, and inability to obtain any material or services due to Acts of God. For all monetary issues, there shall be no events of force majeure.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date below.

ORANGE COUNTY, FLORIDA,
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Print: _____

Date: _____

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**, a public corporation of the State of
Florida

By: _____
Welton Cadwell, Chairman

Date: _____

ATTEST:
Darleen Mazzillo, Executive Secretary

Signature: _____

**REVIEWED AND APPROVED BY CFX'S
GENERAL COUNSEL'S OFFICE**

By: _____

Date: _____

**EXHIBIT “A”
PLANS**

CONSTRUCTION DRAWINGS FOR

SR 528 / INNOVATION WAY INTERCHANGE RECLAIMED WATER MAIN IMPROVEMENTS

DISTRICT 4

OCTOBER 2015



PREPARED BY:

BFA Environmental Consultants
BFA Environmental Consultants, Inc.
14301 Highway 19, Suite 200
Fort Worth, Texas 76155
Tel: 817.407.8800 Fax: 817.407.8822
ENGINEERING BUSINESS No. 6899

CAPITAL PROJECT No. 1483-22

PROJECT SEQUENCE No. 77005

ORANGE COUNTY MAYOR
TERESA JACOBS

BOARD OF COUNTY COMMISSIONERS

DISTRICT 1: COMMISSIONER S. SCOTT BOYD
DISTRICT 2: COMMISSIONER BRYAN NELSON
DISTRICT 3: COMMISSIONER PETE CLARKE
DISTRICT 4: COMMISSIONER JENNIFER THOMPSON
DISTRICT 5: COMMISSIONER TED EDWARDS
DISTRICT 6: COMMISSIONER VICTORIA P. SIPPL

COUNTY ADMINISTRATOR: AJIT LALCHANDANI, P.E.

UTILITIES DIRECTOR: RAYMOND E. HANSON, P.E.

ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825

ENGINEER OF RECORD
GEOFFREY J. HENNESSY, P.E.
FLORIDA REGISTRATION No.
59632

OCTOBER 2015 - 100% SUBMITTAL

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1. ALL UTILITIES FACILITIES CONSTRUCTION CONNECTING TO THE ORANGE COUNTY PUBLIC UTILITIES SYSTEM SHALL CONFORM TO THE ORANGE COUNTY UTILITIES STANDARDS AND MAPS OWNED BY OTHERS, UNLESS STATED OTHERWISE ON THE DRAWINGS.

2. THE UTILITY IMPROVEMENTS AND ADJUSTMENT SHOWN ON THESE DRAWINGS ARE INTENDED TO CORRECT EXISTING CONDITIONS AND/OR TO PROVIDE FOR FUTURE GROWTH OF THE WATER SYSTEMS. THE DRAWINGS DO NOT INCLUDE WORK PERFORMED ON, OR FOR UTILITY SYSTEMS OWNED BY OTHERS, UNLESS STATED OTHERWISE ON THE DRAWINGS.

3. COORDINATION AND COMMUNICATIONS WITH ORANGE COUNTY STAFF SHALL BE MADE THROUGH THE ORANGE COUNTY UTILITIES CONSTRUCTION DIVISION INSPECTOR

4. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ORANGE COUNTY UTILITIES DISPATCH (REFERENCE ONLY) IN THE EVENT OF UTILITY MAIN BREAK OR DAMAGE AT 607.985.8277

5. THE ORANGE COUNTY UTILITIES CONSTRUCTION DIVISION SHALL BE NOTIFIED AT LEAST SEVEN DAYS PRIOR TO ANY ACTION BY UTILITIES STAFF SUCH AS SCHEDULING VALVE OPERATION, PRESSURE TESTING, PIPE CONSTRUCTION, PLANT STATION OPERATIONS OR SHUTDOWNS, ETC.

6. WASTEWATERS AND RENO DAMED WATER VALVES, SLUMP STATIONS, OR OTHER UTILITY INFRASTRUCTURES ARE TO BE OPERATED ONLY BY ORANGE COUNTY UTILITIES PERSONNEL. ALL VALVES BEING INSTALLED ARE TO REMAIN CLOSED DURING CONSTRUCTION.

7. SUPPORT AND PROTECT ALL EXISTING UTILITIES. CONTRACTOR SHALL CONTACT UTILITY OWNERS FOR LOCATION OF ALL EXISTING FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH UTILITY OWNERS AND FOR PROVIDING TEMPORARY SUPPORT FOR THE UTILITIES POLINES, ANCHOR BOLTS, AND ALL OTHER UTILITIES DURING CONSTRUCTION.

8. IMMEDIATELY IN CASE OF CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES BEFORE STARTING ANY PROJECT. IF DISCREPANCIES ARE FOUND, CONTRACTOR SHALL STOP WORK IMMEDIATELY AND REPORT TO ANY CDM/JANITORIAL CORP. IN A WRITTEN REPORT TO ANY CONTRACTORS SHALL BE REVENUED TO ENGINEEROWNER IMMEDIATELY UPON DISCOVERY AND DETAILLED IN THE REPORT.

9. CONTRACTOR SHALL COORDINATE WITH ALL OTHER UTILITY OWNERS FOR RESOLUTION OF CONFLICTS. CONTRACTOR SHALL HAVE 48 HOURS TO DETERMINE THE RESOLUTION OF ANY CONFLICTS OF INTERFERENCE CONFLICTS. COSTS INCURRED SHALL BE Borne BY THE UTILITY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMISSION FROM THE UTILITY ENGINEER FOR THESE CONFLICTS. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR THE PERIOD OF TIME TO RESOLVE ANY CONFLICTS.

10. ALL MAIN REPAIRS TO BE COMPLETED IMMEDIATELY BY THE CONTRACTOR, AT THE CONTRACTORS COST. IF THE MAIN IS NOT REPAIRED IN A TIMELY MANNER, AS DETERMINED BY THE ENGINEER, ORANGE COUNTY UTILITIES PERSONNEL MAY REPAIR MAIN AND THE CONTRACTOR WILL BE HELD LIABLE FOR REPAIRS.

11. ALL EXISTING AND NEW DUCT AND SEWER VALVES, VALVE BOXES, AND MANHOLES SHALL BE PROTECTED AND MAINTAINED TO PREVENT DAMAGE AS SHOWN ON THE DRAWINGS. IF DAMAGE OCCURS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING THE SAME. BE COVERED DURING CONSTRUCTION SHALL BE MARKED WITH A MINIMUM OF FOUR FEET BLUE FOR WATER, AND PURPLE FOR RECLAIMED WATER MAIN, A MINIMUM OF FOUR FEET ABOVE GRADE.

12. SEE DETAIL SHEET FOR SEPARATION REQUIREMENTS BETWEEN WATER MAINS, SEWER MAINS AND OTHER PRELIMINARIES AND VANS. NO CONCRETE ENCASUREMENT OF PIPES SHALL BE REQUIRED.

13. ALL RECLAIMED WATER MAIN PIPING (EXCLUDING DIRECTIONAL DRILLED PIPE) SHALL BE DUC-TILE UNDER PIPE.

14. ALL PIPES, JOINT FITTINGS, AND APPURTENANCES INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SPECIFICATION 82.553.20 (2) (B) 3. F.A.C. USING BLUE AS A PREDOMINANT COLOR FOR WATER, GREEN FOR WASTE-WATER, PURPLE FOR RECLAIMED WATER.

15. ALL BACKFILL SHALL BE COMPACTED TO NOT LESS THAN 95% OF MAXIMUMDry DENSITY AS MEASURED BY ASTM D-1557 METHOD 1 TEST, UNLESS OTHERWISE SPECIFIED. ALL AREAS AND TO NOT LESS THAN 95% MAXIMUMDry DENSITY AS MEASURED BY ASTM D-1557 METHOD 3 TEST PRESENT. ALL SOIL TESTING TO BE CONDUCTED BY THE COUNTY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ASSISTANCE DURING SOIL TESTING.

16. PRE-ELECTRIC SHOWING ON PLANS ARE APPROXIMATE ACTUAL LENGTHS ARE TO BE DETERMINED DURING CONSTRUCTION.

17. ALL NORTHING AND EASTING COORDINATES ARE BASED ON THE STATE PLANN COORDINATE SYSTEM (NAD 83) DATUM (FOR REFERENCE ONLY).

18. ALL STATIONS AND OFFSET REFER TO BEGINLINE OF STATIONING.

19. IN AREAS WHERE CONSTRUCTION ACTIVITIES RESTRICT NORMAL ACCESS TO PROPERTIES, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALTERNATE ACCESS ROUTES WHICH ARE SUBJECT TO APPROVAL BY THE ENGINEER AS PART OF THE A.O.P. PLAN.

20. ALL EXCAVATIONS SHALL BE BACK-FILLED AT THE END OF EACH WORK DAY.

21. PROPOSED RECLAIMED WATER MAIN SHALL BE CONSTRUCTED WITH A MINIMUM OF 40 INCHES SPECIFICALLY OTHERWISE ON THE PLANS. MINIMUM COVER SHALL NOT BE LESS THAN 30 INCHES. RECLAIMED GATE VALVE SHALL BE INSTALLED WITH 24 INCH MINIMUM COVER.

22. ALL PIPES SHALL BE RESTRAINED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DETAIL SHEETS. IN ADDITION, ALL FITTINGS SHALL BE MECHANICALLY JOINED RESTRAINED AND THRUST BLOCKS SHALL BE PERMITTED. RESTRAIN EXISTING PIPE WHERE REQUIRED IN ACCORDANCE WITH THE RESTRAINT TABLES.

23. COMPLETE ALL CONSTRUCTION WITHIN RIGHT OF WAY LIMITS AND EASEMENT LIMITS, UNLESS OTHERWISE NOTED.

24. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DE-WINTERING REQUIRED DURING COLD-WEATHERING.

25. INSTALL AIR RELEASE VALVES (ARV) AT ALL HIGH POINTS IN THE SYSTEM WHERE AIR CAN ACCUMULATE. AIR RELEASE VALVES AND APPURTENANCES SHALL BE COLOR CODED BLUE FOR WATER, GREEN FOR SEWER, AND PURPLE FOR RECLAIMED WATER. PROVIDING FOR AIR RELEASED FROM THE SYSTEM SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL VALVES SHALL BE ON MAIN. COORDINATE WITH THE ORANGE COUNTY UTILITIES INSPECTOR.

26. ALL CONNECTIONS TO EXISTING MAINS SHALL BE MADE BY THE CONTRACTOR ONLY AFTER THE ACCEPTED CONNECTION PROCEDURE AND WORK SCHEDULE HAVE BEEN REVIEWED AND ACCEPTED BY THE OWNER. THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE OWNER A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO SCHEDULING ANY CONNECTIONS. THE REQUEST SHALL BE IN WRITING AND MUST BE APPROVED BY THE OWNER. ALL CONNECTIONS COMPLETED SHOULD BE RECHECKED PREVIOUSLY SUBMITTED AND SHALL OUTLINE THE FOLLOWING:

A. POINTS OF CONNECTION, FITTINGS TO BE USED, METHODS OF FLUSHING AND VERIFICATION OF RESTRAINT ON EXISTING PIPE.

B. ESTIMATED CONSTRUCTION TIME FOR THE CONNECTIONS.

THE OWNER SHALL REVIEW THE SUBMITTAL WITHIN FIVE (5) WORKING DAYS AFTER RECEIVING IT AND INFORM THE CONTRACTOR REGARDING APPROVAL OR DENIAL OF THE REQUEST. IF THE OWNER REQUESTS THE REQUEST, THE CONTRACTOR SHALL RESUBMIT THE REQUEST FOR REVIEW WITHIN FIVE (5) WORKING DAYS. THE CONTRACTOR SHALL ADVISE THE OWNER. ALL CONNECTIONS SHALL COMPLY WITH THE DESIGN AND THE OWNER'S. ALL CONNECTIONS SHALL COMPLY WITH THE DESIGN AND THE OWNER'S. THE CONTRACTOR SHALL NOT INITIATE AND COMPLETE THE CONNECTION WORK IN THE AGREED UPON MANNER. HE SHALL BE REQUIRED TO RESUBMIT THE CONNECTION WORK IN THE FOLLOWING THE PROCEEDING CONTAINED ABOVE.

27. PROTECT EXISTING IMPROVEMENTS TO THE MAXIMUM EXTENT POSSIBLE.

28. EXISTING IMPROVEMENTS AND DISTURBED AREAS TO ORIGINAL CONDITION.

29. BENCHMARK LOCATIONS AND ELEVATIONS ARE SHOWN IN THE PLANS AS REPRESENTED BY THE TIE OF CONSTRUCTION AND INSTALL HIS OWN TEMPORARY BENCHMARKS ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE GEO UTILITIES INSPECTOR.

30. NO VALUE BOXES, METERS, PORTIONS OF MANHOLES, OR OTHER APPURTENANCES OF ANY KIND RELATING TO ANY UNDERGROUND UTILITIES SHALL BE LOCATED IN ANY PORTION OF A DRIVE/DRIVELANE SECTION. CONTRACTOR SHALL ADVISE ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY POTENTIAL CONFLICT.

31. CONTRACTOR TO PROVIDE DETAILS AS BUILT DRAWINGS OF ALL UTILITIES UNCOVERED IN TRENCHES. THE RESULT SHALL BE RECORDED LOCATION SIZE THE ELEVATION AND OWNER OF ALL UTILITIES FACILITIES UNCOVERED.

32. ALL EXISTING MAINS SHALL REMAIN IN SERVICE UNTIL THE PROPOSED MAIN(S) ARE ACCEPTED FOR SERVICE AND ALL SERVICES ARE TRANSFERRED TO THE MAIN(S)

33. CONTRACTOR SHALL APPLY FOR AND SECURE ALL NECESSARY PERMITS FROM STATE, COUNTY AND LOCAL JURISDICTIONS. PERMITS SHALL INCLUDE BUT NOT BE LIMITED TO, RIGHT OF WAY USE, CONSTRUCTION BUSINESS LICENSE AND DEWATERING.

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35. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM STATE, COUNTY AND LOCAL JURISDICTIONS. PERMITS SHALL INCLUDE BUT NOT BE LIMITED TO, RIGHT OF WAY USE, CONSTRUCTION BUSINESS LICENSE AND DEWATERING.

36. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM STATE, COUNTY AND LOCAL JURISDICTIONS. PERMITS SHALL INCLUDE BUT NOT BE LIMITED TO, RIGHT OF WAY USE, CONSTRUCTION BUSINESS LICENSE AND DEWATERING.

37. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM STATE, COUNTY AND LOCAL JURISDICTIONS. PERMITS SHALL INCLUDE BUT NOT BE LIMITED TO, RIGHT OF WAY USE, CONSTRUCTION BUSINESS LICENSE AND DEWATERING.

38. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM STATE, COUNTY AND LOCAL JURISDICTIONS. PERMITS SHALL INCLUDE BUT NOT BE LIMITED TO, RIGHT OF WAY USE, CONSTRUCTION BUSINESS LICENSE AND DEWATERING.

39. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM STATE, COUNTY AND LOCAL JURISDICTIONS. PERMITS SHALL INCLUDE BUT NOT BE LIMITED TO, RIGHT OF WAY USE, CONSTRUCTION BUSINESS LICENSE AND DEWATERING.

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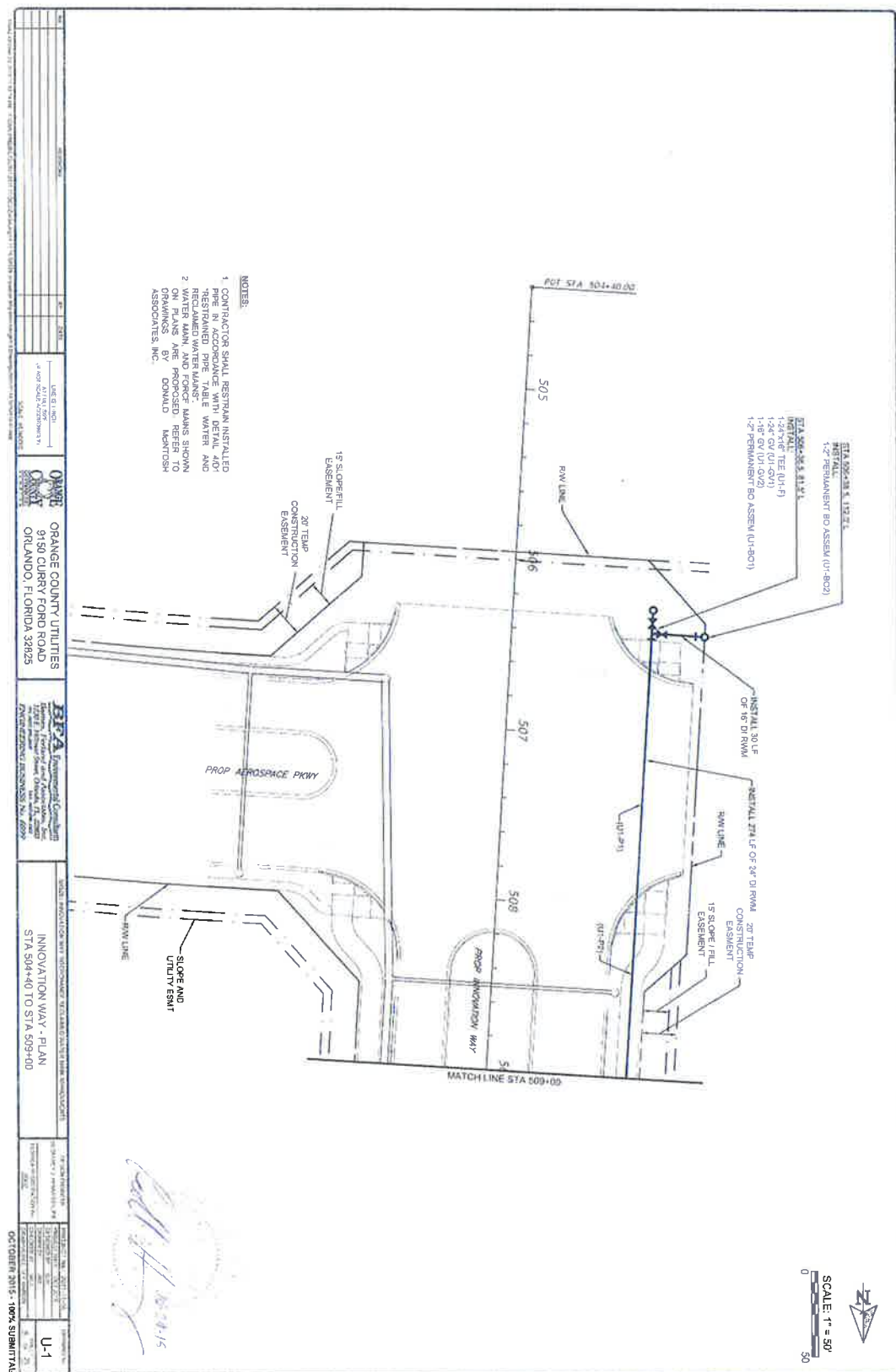
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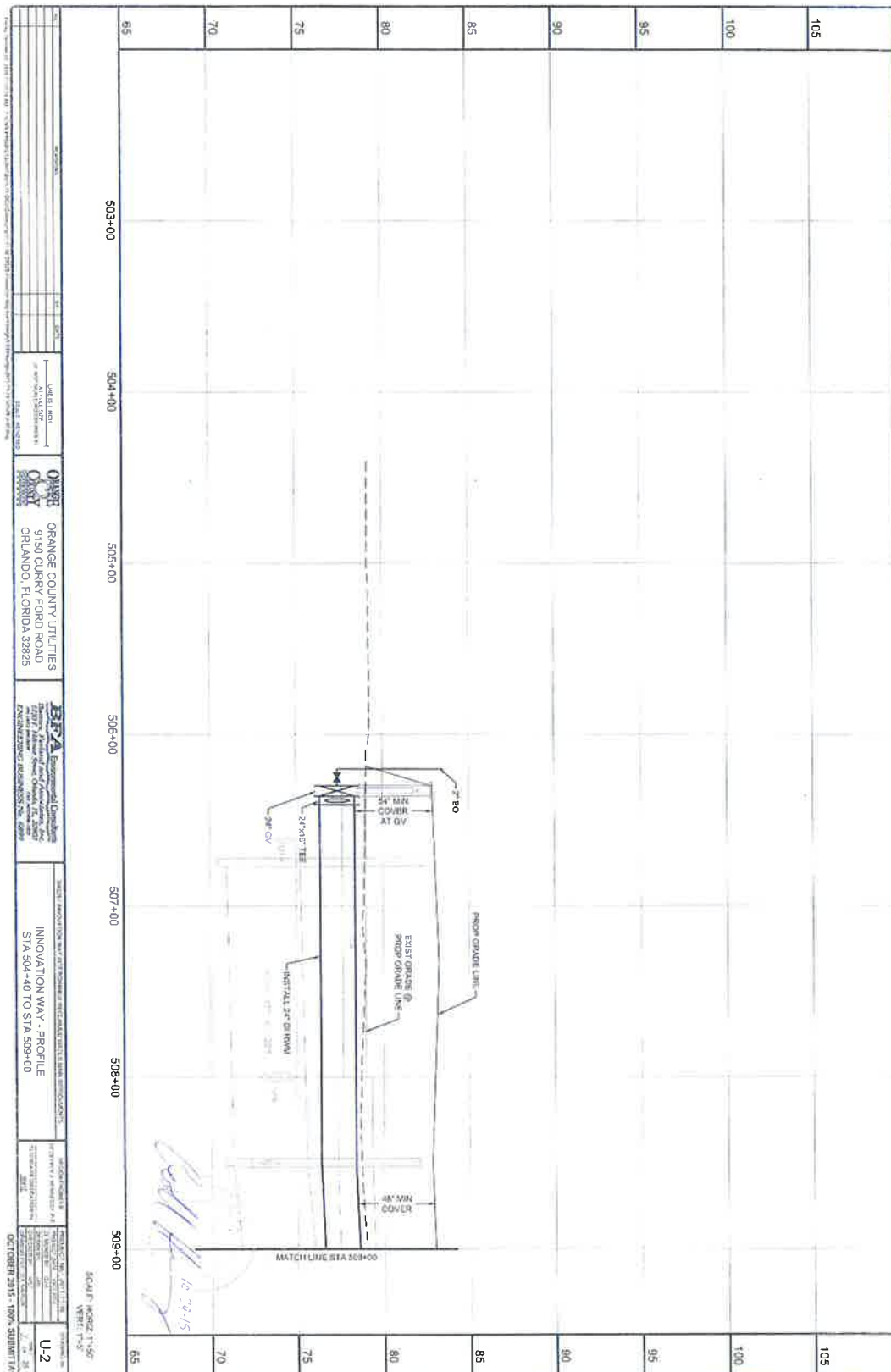
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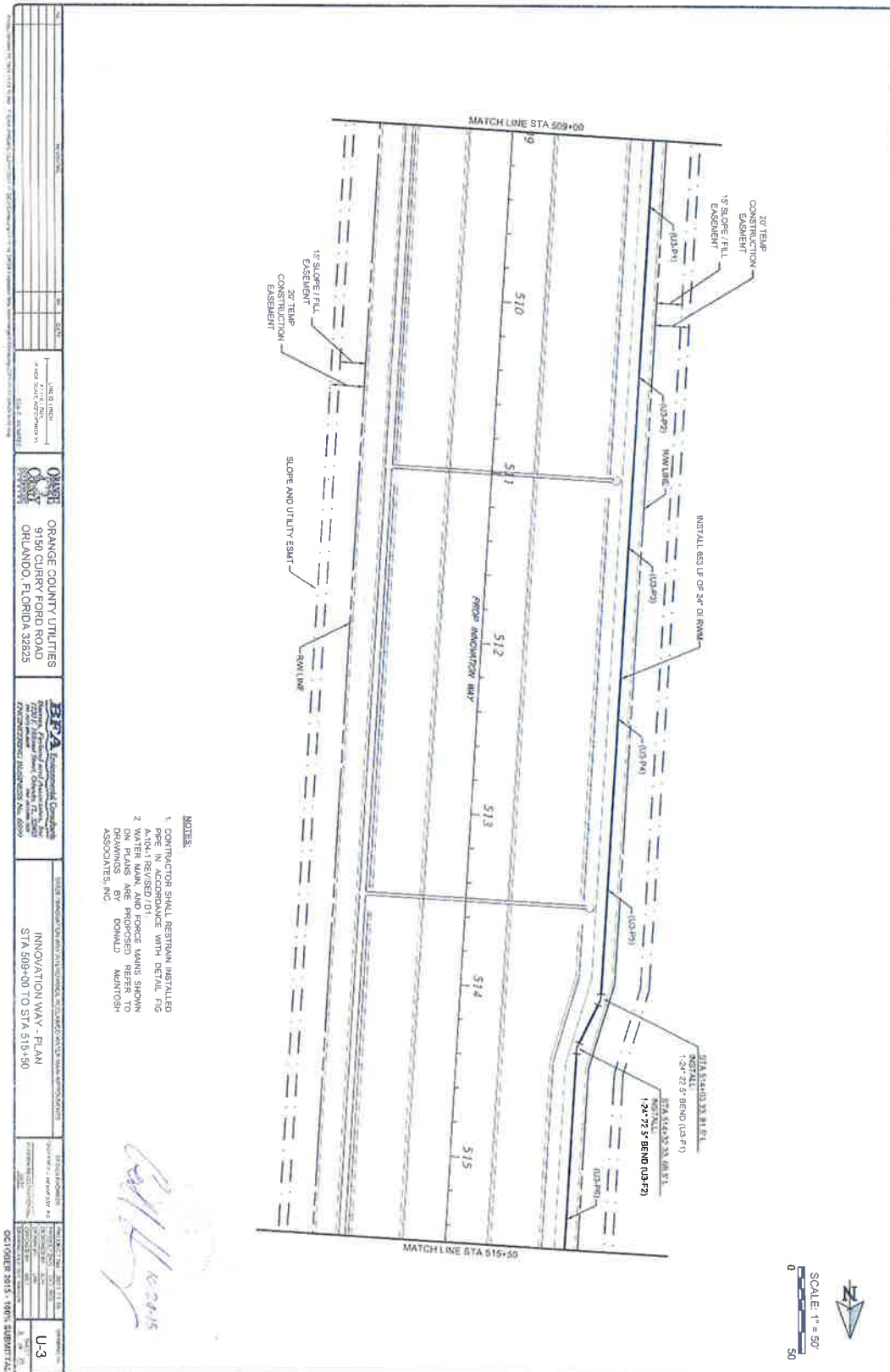
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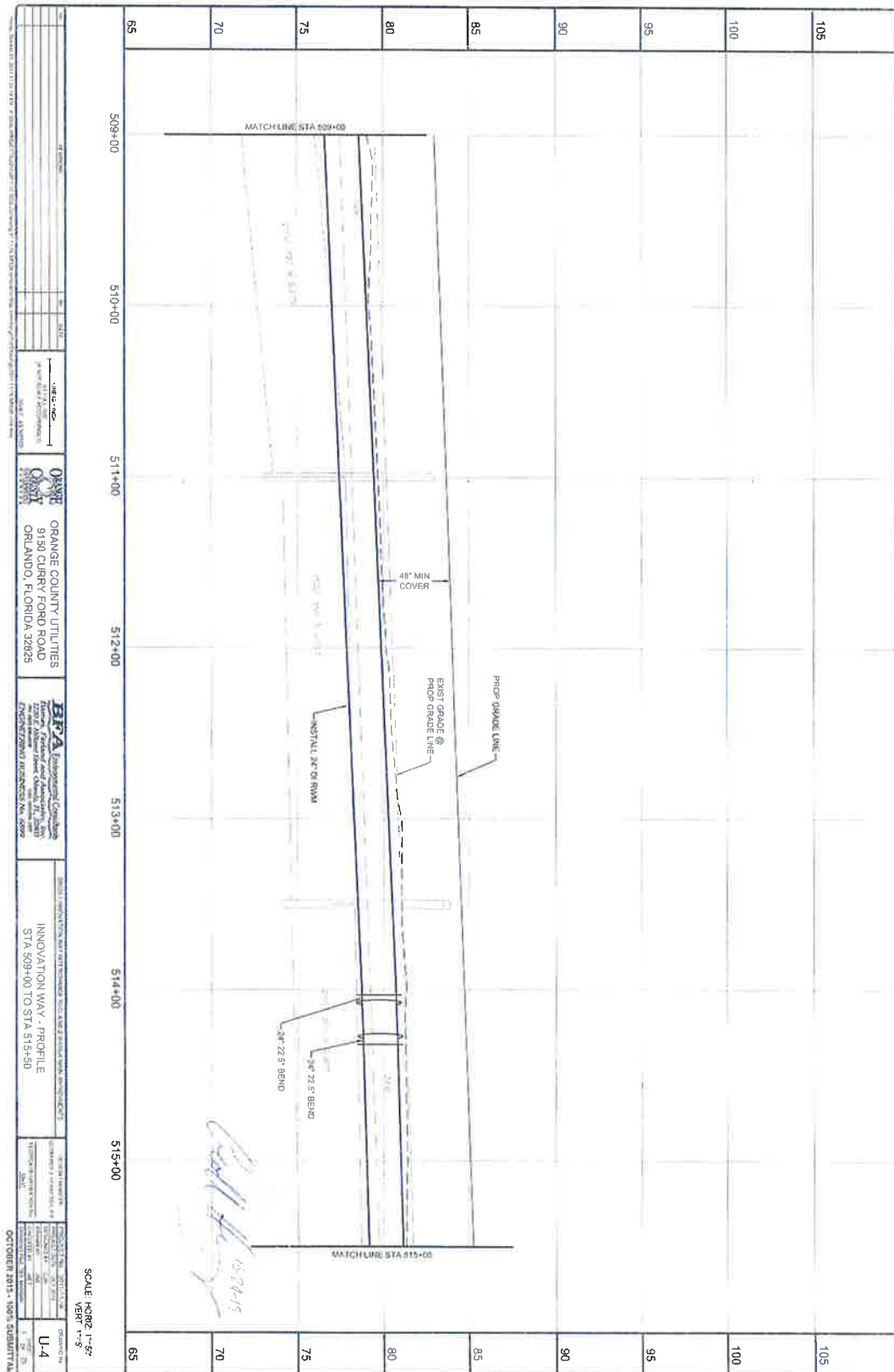
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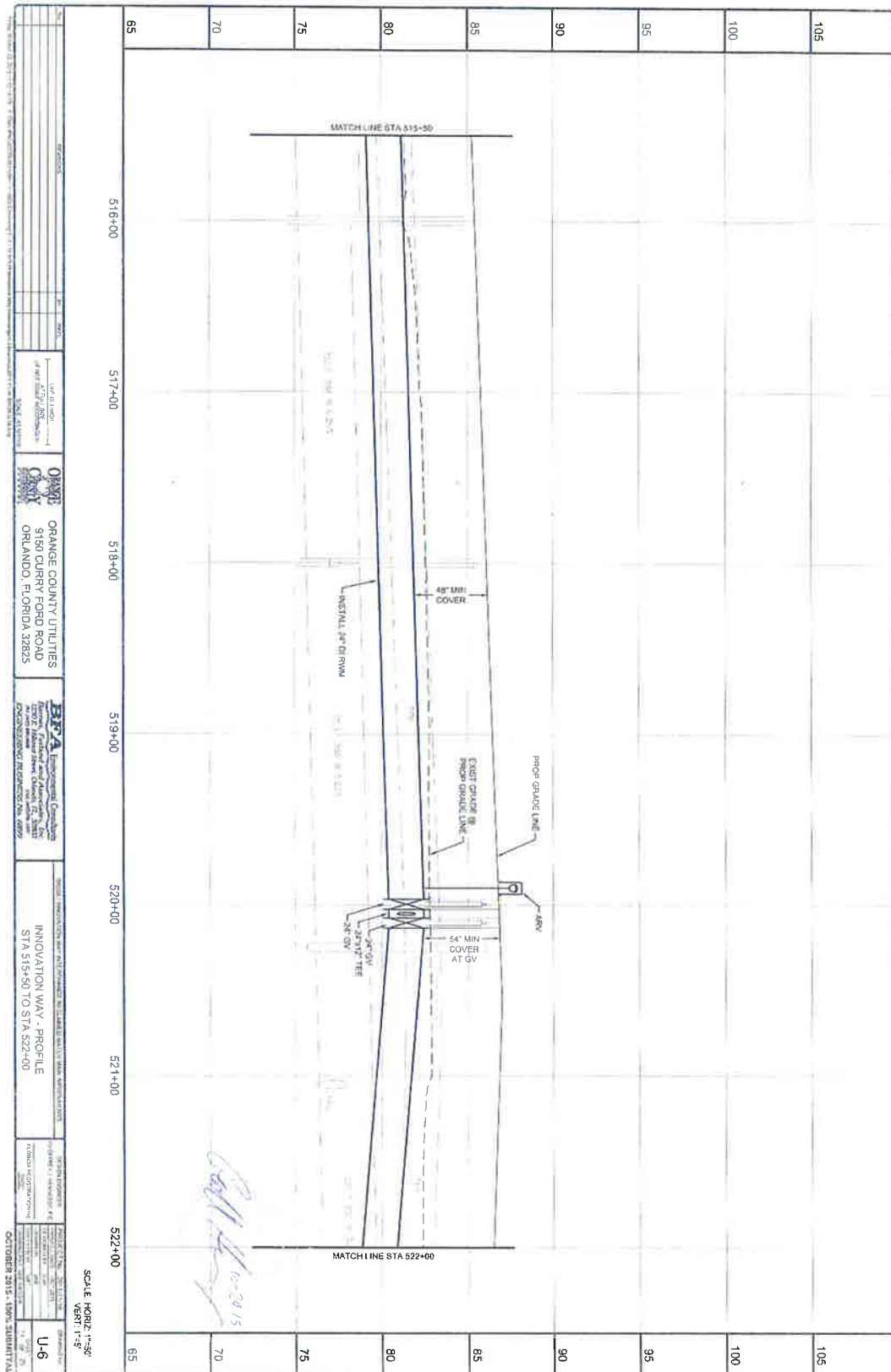
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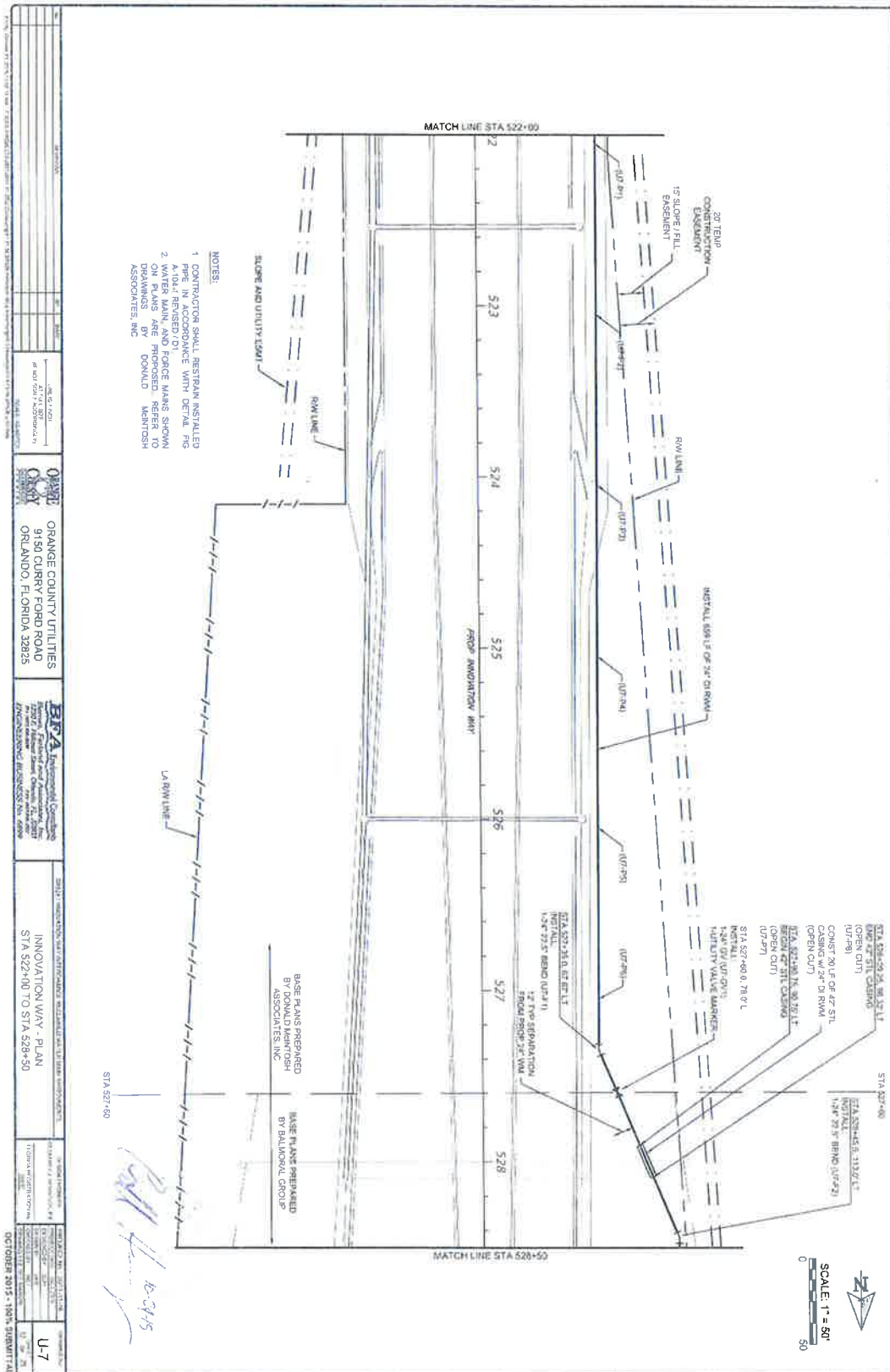


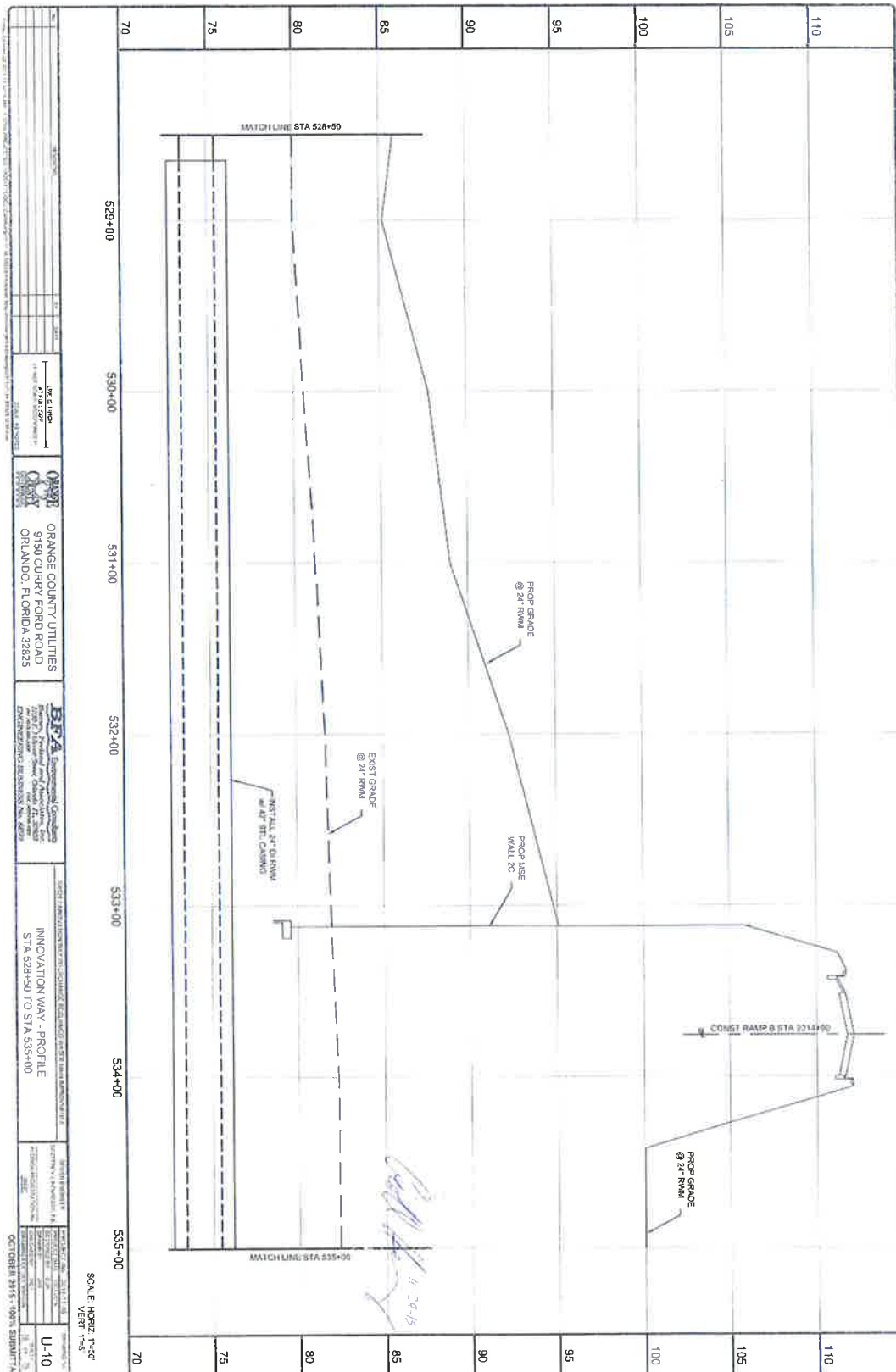


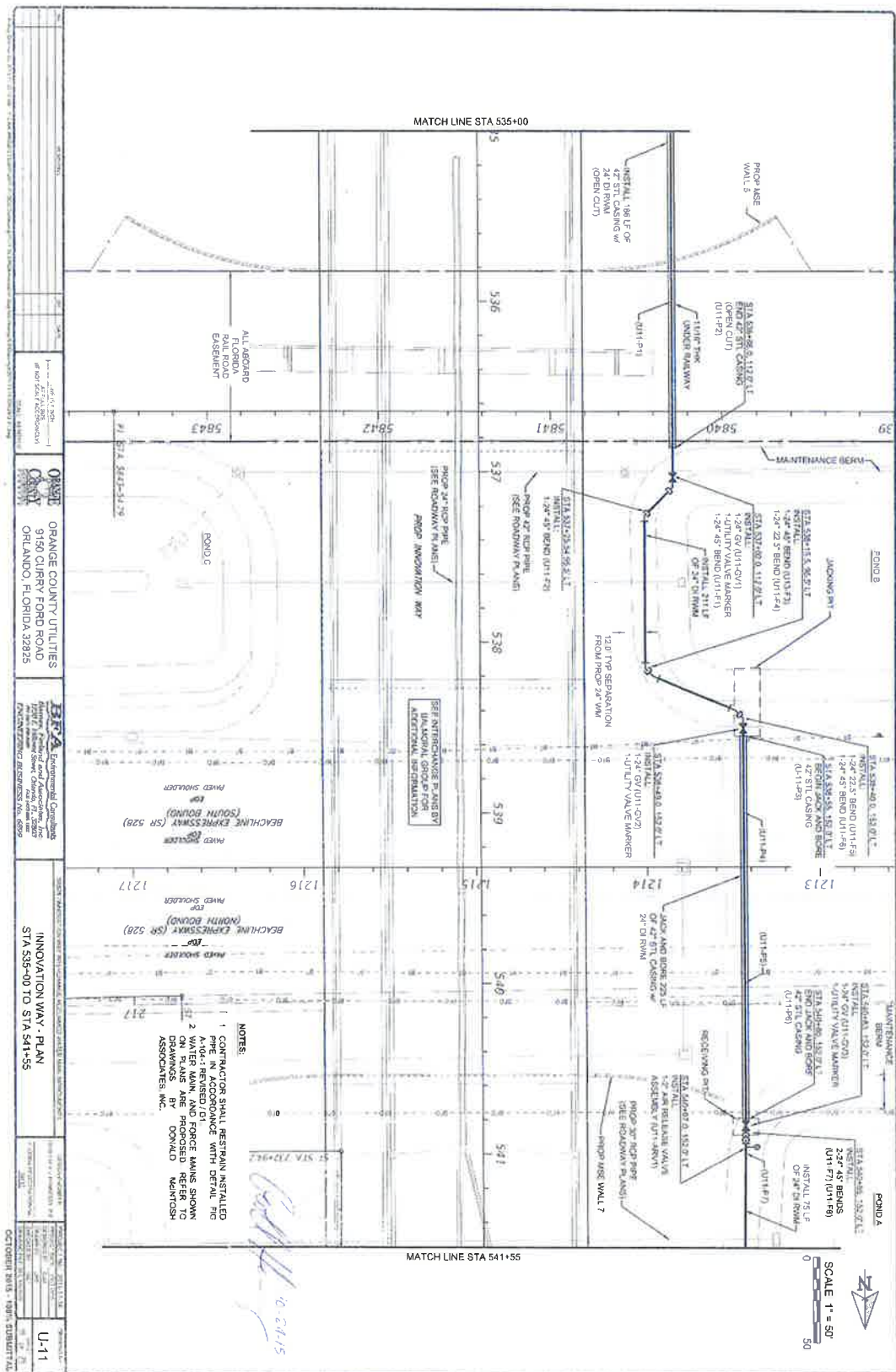


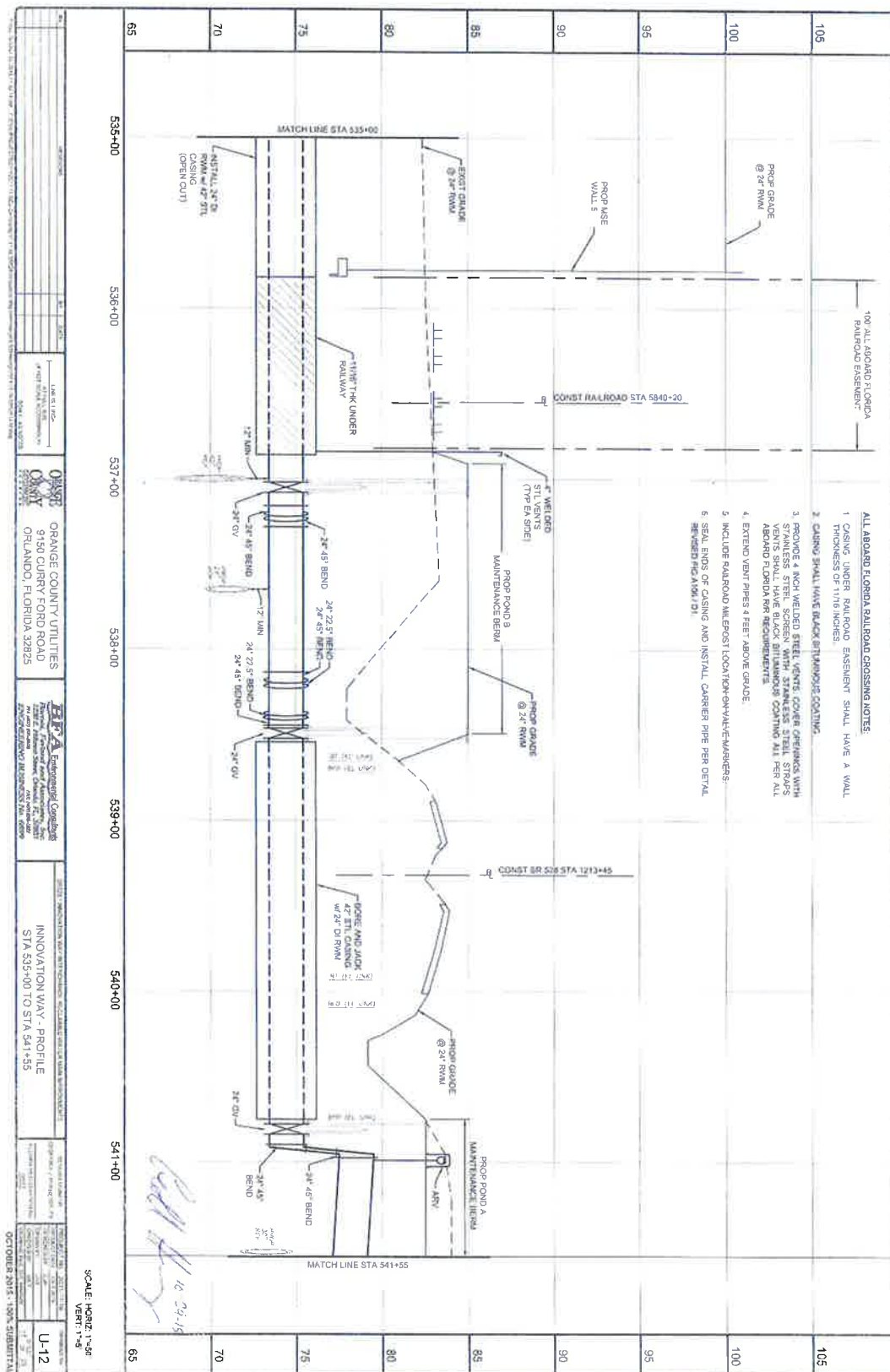


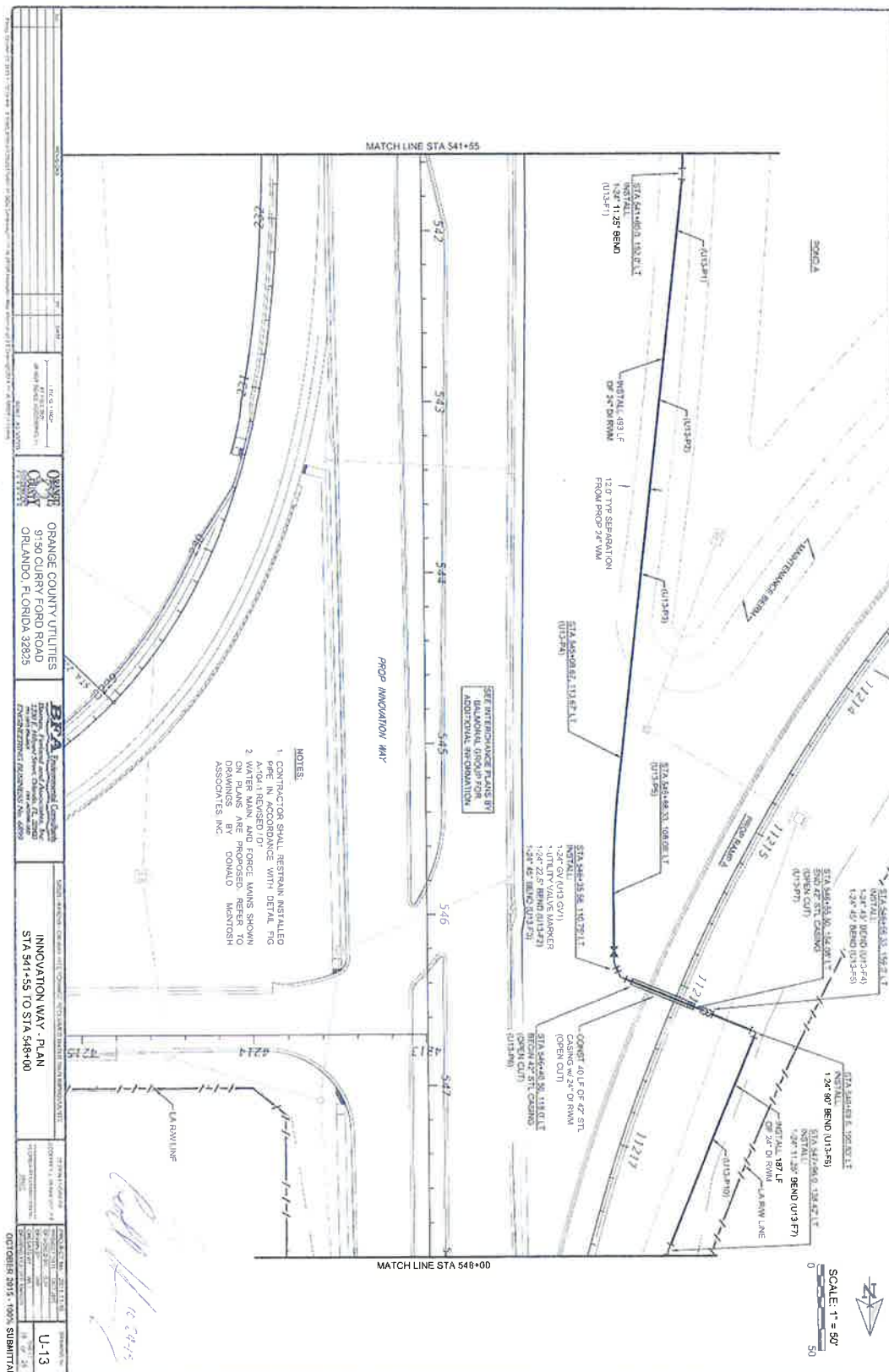


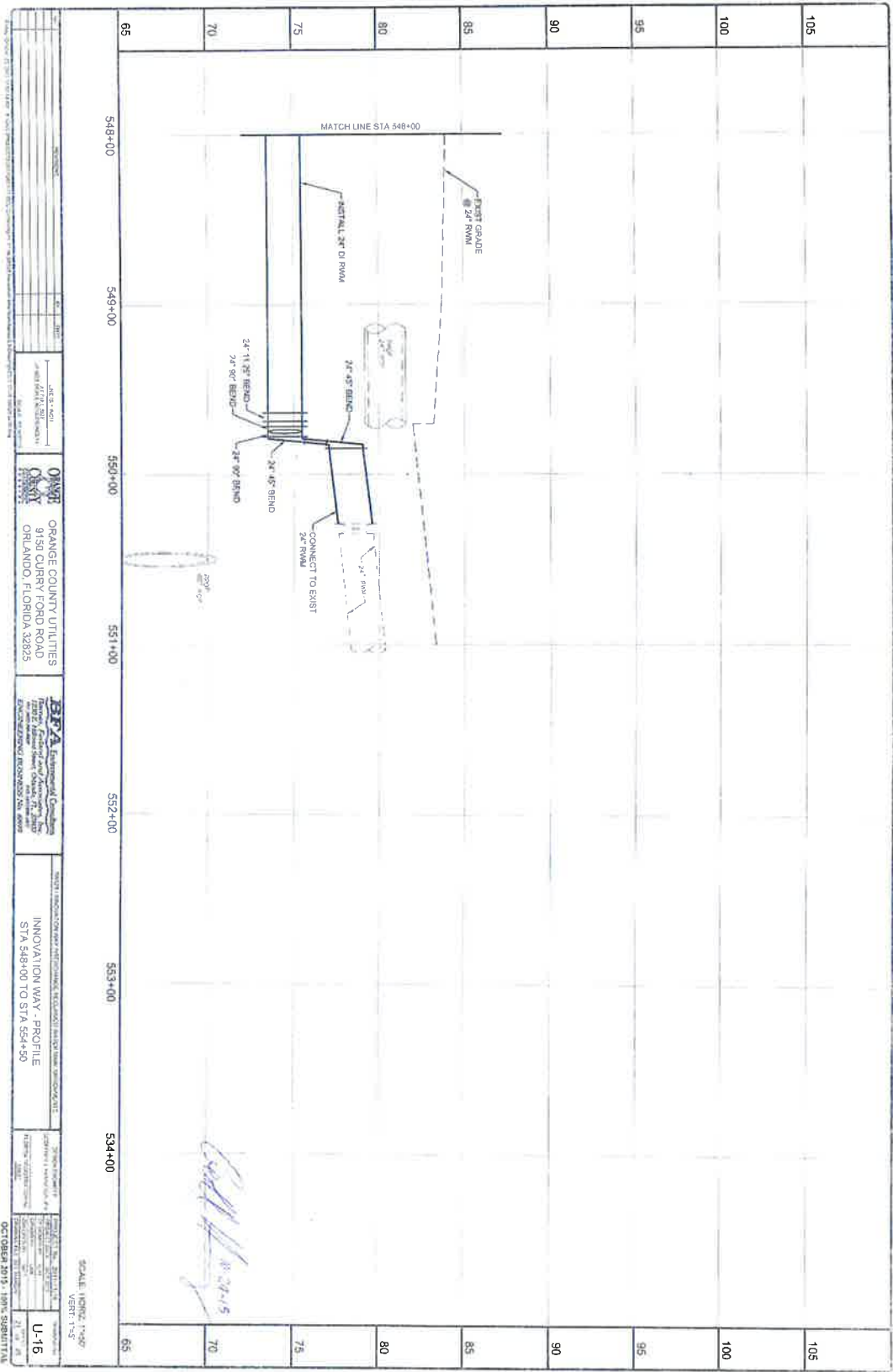


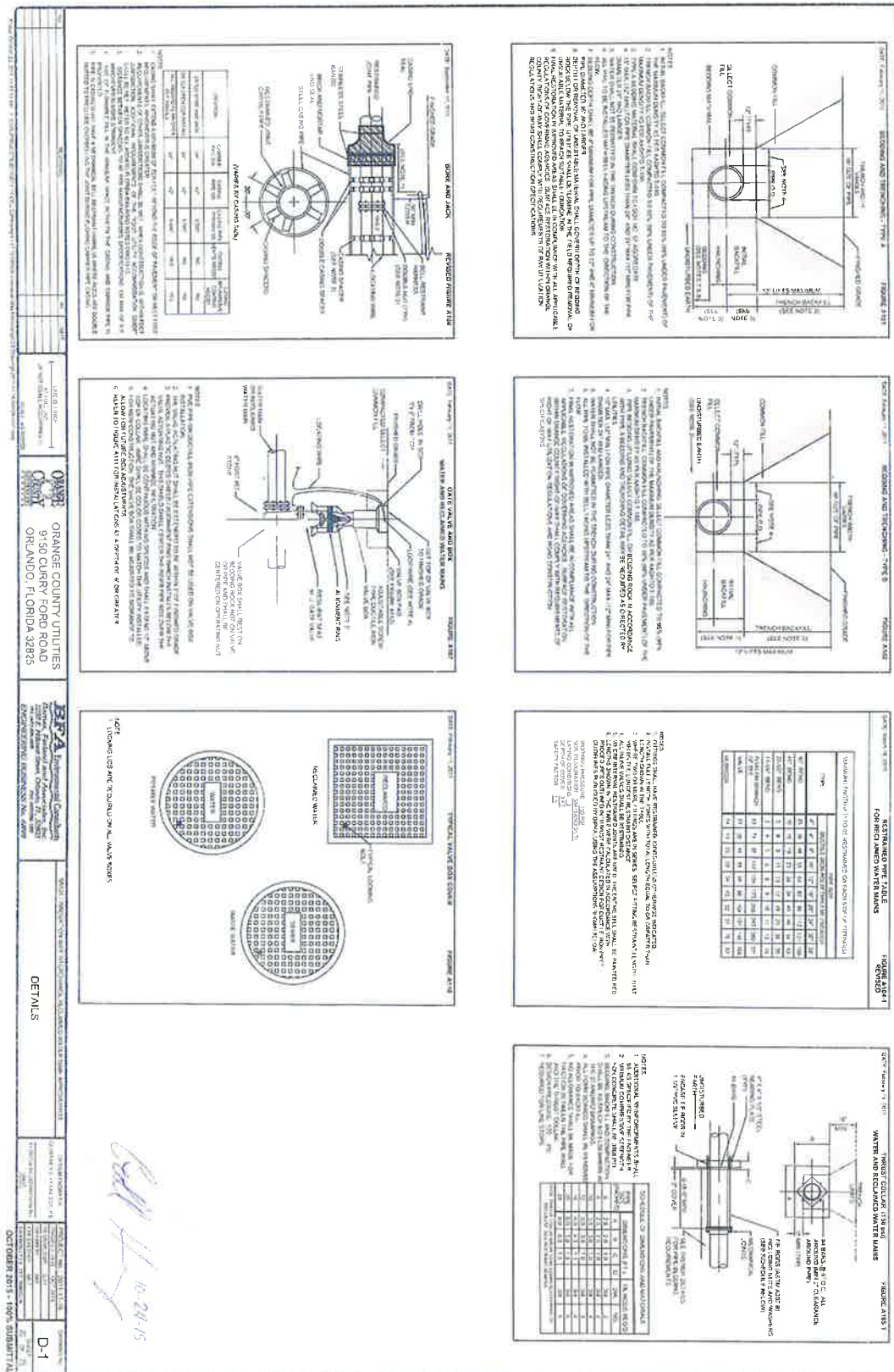












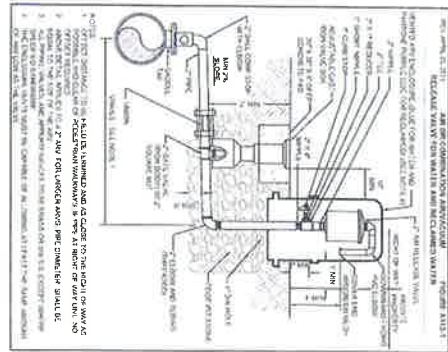
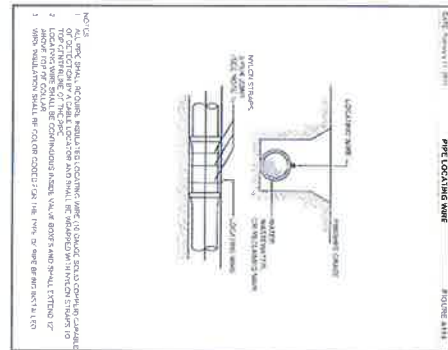
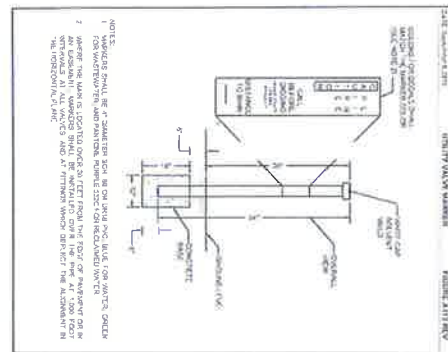
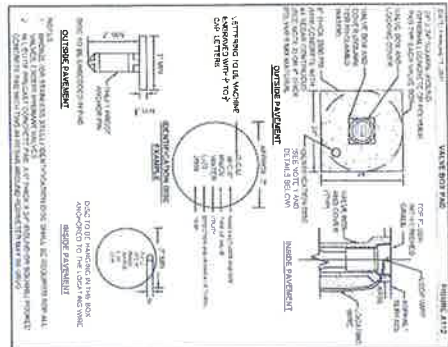
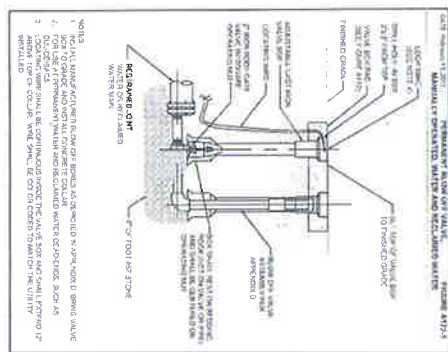


TABLE 1: VALVE BOX AND VALVE DETAIL

TABLE 2: PIPE LOCATING WIRE

TABLE 3: AIR COMPRESSION ASSEMBLY



VALVE															
O NUMBER	PLAN SHEET #	EASTING	NORTHING	ELEVATION	VALVE TYPE	MAIN TYPE	VALVE SIZE	VALVE MFR	VALVE MODEL #	# OF TURNS TO CLOSE	GEAR ACTUATOR	GEAR RATIO	SIZE ACTUATOR	ACTUATOR MFR	COMMENTS
U1-001	U1				CAVE	REGULATED WATER	24"								
U1-002	U1				CAVE	REGULATED WATER	24"								
U1-003	U1				CAVE	REGULATED WATER	24"								
U1-004	U1				CAVE	REGULATED WATER	24"								
U1-005	U1				CAVE	REGULATED WATER	24"								
U1-006	U1				CAVE	REGULATED WATER	24"								
U1-007	U1				CAVE	REGULATED WATER	24"								
U1-008	U1				CAVE	REGULATED WATER	24"								
U1-009	U1				CAVE	REGULATED WATER	24"								
U1-010	U1				CAVE	REGULATED WATER	24"								
U1-011	U1				CAVE	REGULATED WATER	24"								
U1-012	U1				CAVE	REGULATED WATER	24"								
U1-013	U1				CAVE	REGULATED WATER	24"								
U1-014	U1				CAVE	REGULATED WATER	24"								
U1-015	U1				CAVE	REGULATED WATER	24"								
U1-016	U1				CAVE	REGULATED WATER	24"								
U1-017	U1				CAVE	REGULATED WATER	24"								
U1-018	U1				CAVE	REGULATED WATER	24"								
U1-019	U1				CAVE	REGULATED WATER	24"								
U1-020	U1				CAVE	REGULATED WATER	24"								
U1-021	U1				CAVE	REGULATED WATER	24"								
U1-022	U1				CAVE	REGULATED WATER	24"								
U1-023	U1				CAVE	REGULATED WATER	24"								
U1-024	U1				CAVE	REGULATED WATER	24"								
U1-025	U1				CAVE	REGULATED WATER	24"								
U1-026	U1				CAVE	REGULATED WATER	24"								
U1-027	U1				CAVE	REGULATED WATER	24"								
U1-028	U1				CAVE	REGULATED WATER	24"								
U1-029	U1				CAVE	REGULATED WATER	24"								
U1-030	U1				CAVE	REGULATED WATER	24"								
U1-031	U1				CAVE	REGULATED WATER	24"								
U1-032	U1				CAVE	REGULATED WATER	24"								
U1-033	U1				CAVE	REGULATED WATER	24"								
U1-034	U1				CAVE	REGULATED WATER	24"								
U1-035	U1				CAVE	REGULATED WATER	24"								
U1-036	U1				CAVE	REGULATED WATER	24"								
U1-037	U1				CAVE	REGULATED WATER	24"								
U1-038	U1				CAVE	REGULATED WATER	24"								
U1-039	U1				CAVE	REGULATED WATER	24"								
U1-040	U1				CAVE	REGULATED WATER	24"								
U1-041	U1				CAVE	REGULATED WATER	24"								
U1-042	U1				CAVE	REGULATED WATER	24"								
U1-043	U1				CAVE	REGULATED WATER	24"								
U1-044	U1				CAVE	REGULATED WATER	24"								
U1-045	U1				CAVE	REGULATED WATER	24"								
U1-046	U1				CAVE	REGULATED WATER	24"								
U1-047	U1				CAVE	REGULATED WATER	24"								
U1-048	U1				CAVE	REGULATED WATER	24"								
U1-049	U1				CAVE	REGULATED WATER	24"								
U1-050	U1				CAVE	REGULATED WATER	24"								
U1-051	U1				CAVE	REGULATED WATER	24"								
U1-052	U1				CAVE	REGULATED WATER	24"								
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U1-071	U1				CAVE	REGULATED WATER	24"								
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U1-083	U1				CAVE	REGULATED WATER	24"								
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U1-097	U1				CAVE	REGULATED WATER	24"								
U1-098	U1				CAVE	REGULATED WATER	24"								
U1-099	U1				CAVE	REGULATED WATER	24"								
U1-100	U1				CAVE	REGULATED WATER	24"								

**EXHIBIT “B”
UTILITY COST ESTIMATE**

ORANGE COUNTY UTILITIES						
SR 528/ INNOVATION WAY INTERCHANGE RECLAIMED WATER MAIN IMPROVEMENTS						
FINAL BID SUBMITTAL ENGINEER'S ESTIMATE						
3/24/16						
ITEM NUMBER	CFX PAY ITEM DESCRIPTION	ACUTAL DESCRIPTION	UNIT	QTY	UNIT COST	ESTIMATED TOTAL
OC 109-71-2	FIELD OFFICE	OCU INSPECTOR'S TRAILER	DA	570	\$90	\$51,300
OC 1050-11-424	UTILITY PIPE (F&I) (DI/CI) (WATER/SEWER) (8-19.9")	16" DI RECLAIMED WATER MAIN	LF	30	\$160	\$4,800
OC 1050-11-425	UTILITY PIPE (F&I) (DI/CI) (WATER/SEWER) (20-49.9")	24" DI RECLAIMED WATER MAIN	LF	3,586	\$175	\$627,550
OC 1050-11-515 A	UTILITY PIPE (F&I) BY OPEN TRENCH (STEEL) (CASING/CONDUIT) (20-49.9")	OPEN CUT 42" CASING W/ 24" RECLAIMED WATER MAIN	LF	896	\$575	\$515,200
OC 1050-11-515 B	UTILITY PIPE (F&I) BY JACK & BORE (STEEL) (CASING/CONDUIT) (20-49.9")	JACK & BORE 42" CASING W/ 24" RECLAIMED WATER MAIN	LF	225	\$900	\$202,500
OC 1055-11-415	UTILITY FITTINGS (F&I) (DI/CI) (ELBOW) (20-49.9")	24" 11.25 DEGREE BEND	EA	3	\$2,400	\$7,200
		24" 22.5 DEGREE BEND	EA	7	\$2,600	\$18,200
		24" 45 DEGREE BEND	EA	10	\$2,800	\$28,000
		24" 90 DEGREE BEND	EA	3	\$3,000	\$9,000
OC 1055-11-425	UTILITY FITTINGS (F&I) (DI/CI) (TEE) (20-49.9")	24" X 12" TEE	EA	1	\$3,400	\$3,400
		24" X 16" TEE	EA	1	\$3,600	\$3,600
OC 1080-11-25	UTILITY FIXTURES (F&I) (2-4.9") (BLOWOFF ASSEMBLY)	PERMANENT 2" BLOW OFF VALVE ASSEMBLY	EA	2	\$2,500	\$5,000
OC 1080-11-26	UTILITY FIXTURES (F&I) (2-4.9") (VAC/AIR ASSEMBLY)	2" AIR RELEASE VALVE ASSEMBLY	EA	2	\$8,000	\$16,000
OC 1080-11-44	UTILITY FIXTURES (F&I) (8-19.9") (VALVE ASSEMBLY)	16" GATE VALVE	EA	2	\$10,000	\$20,000
OC 1080-11-54	UTILITY FIXTURES (F&I) (20-49.9") (VALVE ASSEMBLY)	24" GATE VALVE	EA	8	\$15,000	\$120,000
The embossed seal of the Engineer indicates that this cost estimate was prepared under the direct supervision of the signed registered professional engineer. The presence of this seal does not certify, warrant or guarantee the estimated construction costs will be the actual value of the bid(s) received. The Engineer's opinion of probable cost is made on the basis of the Engineer's experience and qualifications and represents the Engineer's best judgement at the time this estimate was prepared.					SUBTOTAL	\$1,631,750
					MOB/ DEMOB, GENERAL REQUIREMENTS (5% OF SUBTOTAL)	\$81,588
					INDEMNIFICATION	\$100
					RECORD DOCUMENT PREPARATION (1% OF SUBTOTAL)	\$16,318
					CONTINGENCY (15% OF SUBTOTAL)	\$244,763
					ENGINEER'S ESTIMATE	\$1,974,518

