Town of Lake Hamilton

Town Council Regular Meeting Agenda – November 10, 2026

Time: 6:00 P.M.
Location: Chambers 100 Smith Avenue

Phyllis Hall, Mayor
Robert Mathis, Vice Mayor
Marisol Ortega, Council Member Seat 1
Joshua Collier, Council Member Seat 3
Carmen Demanche, Council Member Seat 4

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE TO ALLEGIANCE

4. ROLL CALL

5. PRESENTATION

A. Employee of the Quarter Presentation FY25/26 Quarter 4

B. Police Officer Swear In Ceremony

C. Christopher Votour request to address Council

6. CONSENT AGENDA

Note: Members of the Council may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the Mayor under the Approval of the Order of Business at the beginning of the meeting.

A. September 28, 2026, Final Trim Meeting minutes

B. October 1, 2026, Agenda Review Workshop minutes

C. January Regular Council Meeting moved to January 12th due to the holidays.

7. PUBLIC COMMENT – NON-AGENDA ITEMS (Limited to 3 Minutes)

Your Town Council welcomes and invites citizens to comment on items (Non- Agenda Items) of community interest/concern or to bring forth areas of personal attention which may not have been fully addressed by Town Staff after prior contact to Town Hall, the Council may immediately act on any item or may request it be placed on a future agenda for further consideration.

8. OLD BUSINESS

A. Continued from the October 6, 2026 Regular Council Meeting - Staff to present information regarding Random Drug and Alcohol Screening process and cost for Employees.

B. Staff to present information regarding the organization and use of Human Resources in

surrounding cities.

9. NEW BUSINESS

A. Public Hearing and First Reading of Ordinance O-2026-XX: an applicant-initiated request amending the Comprehensive Plan of a portion of one (1) parcel comprising +/- 2.75 acres (parcel identification numbers: 272821-834515-000110), generally located 515 feet south of the intersection of Hatchineha and Detour Roads on the west side of Detour Road from Residential Lands – 5 to Commercial Services.

B. Public Hearing and First Reading of Ordinance O-2026-XX: an applicant-initiated request amending the zoning classification of a portion of one (1) parcel comprising +/- 2.75 acres (parcel identification numbers: 272821-834515-000110, generally located 515 feet south of the intersection of Hatchineha and Detour Roads on the west side of Detour Road from R-5 Single Family Modular to C-1 Highway Commercial Zoning District (C-1).

C. Public Hearing and First Reading of Ordinance O-2026-XX: AN APPLICANT-INITIATED REQUEST AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON FOR A 4 +/- ACRE PARCEL OF LAND LOCATED ON THE EAST SIDE OF ROBERTS ROAD 1245 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD (PARCEL ID NUMBERS 272808-821701-000100 AND PART OF 272808-821701-000011) FROM AGRICULTURE LANDS AND CONSERVATION TO INDUSTRIAL-LIGHT; AND TRANSMITTING SAID AMENDMENT TO THE FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR REPEALS; PROVIDING FOR CODIFICATION; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Public Hearing and First Reading of ORDINANCE O-2026-XX: AN APPLICANT-INITIATED REQUEST AMENDING THE ZONING CLASSIFICATION OF A 4 +/- ACRE PARCEL OF LAND (PARCEL ID #S 272808-821701-000100 AND PART OF 272808-821701-000011) GENERALLY LOCATED ON THE EAST SIDE OF ROBERTS ROAD 1245 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD FROM AGRICULTURE (AG) AND CONSERVATION (CON) TO INDUSTRIAL ZONING (M-1) INDUSTRIAL ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Public Hearing and First Reading of ORDINANCE O-2026-XX: AN APPLICANT INITIATED REQUEST, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURE – AG TO CONSERVATION (CON) FOR A .55 ACRE PORTION OF A PARCEL OF LAND LOCATED NORTHEAST OF 901 ROBERTS ROAD 1890 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD (Parcel ID 27-28-08-821701-000011); AND TRANSMITTING SAID AMENDMENT TO THE FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDINGFOR REPEALS; PROVIDING FOR

CODIFICATION; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIBENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Public Hearing and First Reading of Ordinance O-2026-XX: AN APPLICANT-INTIATED REQUEST REZONING A .55 ACRE PORTION OF A PARCEL OF LAND LOCATED ON THE NORTHEAST OF 901 ROBERTS ROAD 1890 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD FROM AGRICULTURE TO CONSERVATION (CON) ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

G. First Reading of Ordinance O-2026-6: AN ORDINANCE OF THE TOWN COUNCIL OF LAKE HAMILTON AMENDING THE CODE OF ORDINANCES, CHAPTER 16 LAND DEVELOPMENT CODE, ARTICLE VII DEVELOPMENT IN FLOOD-PRONE AREAS, TO CORRECT CROSS-REFERENCES, AMEND THE DESIGNATED POSITION OF THE FLOODPLAIN ADMINISTRATOR, AND AMEND THE DEFINITION OF MARKET VALUE FOR THE PURPOSE OF FLOODPLAIN MANAGEMENT; PROVIDING FOR CLARITY; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

H. First Reading of Ordinance O-2026-XX AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA, AMENDING CHAPTER 20, NUISANCES, OF THE TOWN CODE OF ORDINANCES; ESTABLISHING SUPPLEMENTAL DIRECT-ABATEMENT PROCEDURES FOR VACANT LOTS; REVISING COST-RECOVERY AND LIEN-PRIORITY PROVISIONS IN SECTIONS 20-1 AND 20-49 TO CONFORM TO APPLICABLE FLORIDA LAW;

I. RESOLUTION R-2026-XX: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, LAKE HAMILTON, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2026-2027; DELINEATING AN AMENDMENT TO THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; REPEALING ALL PROVISIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

J. Consider Approval of ADDENDUM 5 TO SUPPLEMENTAL AGREEMENT 24-005 with Pennoni – MONROE ST. WATER TREATMENT PLANT CONSTRUCTION TECHNICAL SERVICES – GROUNDING STUDY, BENCH TESTING, AND DISINFECTION BYPRODUCT ASSESSMENT SERVICES

K. Consider Approval to Purchase (2) 2026 Nissan Frontier 4x4 crew cab pickup trucks from Wesley Chapel Nissan.

L. Consider Approval of Bid Package for the Town Hall Parking Lot and Drainage Project.

M. Consider Approval to Purchase a New Caterpillar 416 Backhoe Loader from Ring Power Corporation Utilizing Florida Sheriffs Association Contract FSA26-EQU24.0

N. Discussion and Policy Direction: Land Development Code (LDC) Amendment for

Corner Lot Fenes and Utility Easement Encroachments

10. STAFF REPORTS

TOWN ADMINISTRATORS REPORT

TOWN CLERK REPORT

TOWN ATTORNEY REPORT

TOWN COUNCIL COMMENTS

11. ADJOURNMENT

12. Any opening invocation that is offered before the official start of the Town Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Town Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Town Council or the town staff, and the Town is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Person in attendance at the Town Council meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the Town Council Chambers or exit the Town Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Any person desiring to appeal any decision made by the Town Council, with respect to any matter considered at such meeting or hearing, will need a record of the proceedings, and for such purposes, must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense, as the Town does not provide one. (F.S.286.26.105)
ATTN: PERSONS WITH DISABILITIES. In accordance with the American with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding, please contact the Town Clerks Office at 863-439-1910, at least forty-eight (48) hours prior to the meeting, provide a written request to the Office of the Town Clerk. If you are hearing or speech impaired, please contact the
Florida Relay Service by dialing 7-1-1 or 1-800- 955-8771 (TTY) / 1-800-955-8770 (Voice).

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH:

FROM: Brittney Sandoval, Town Administrator

AGENDA ITEM: Employee of the Quarter Presentation FY25/26 Quarter 4

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: Employee of the Quarter Presentation

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: n/a

RECOMMENDATION:

5.B

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: John Meyer, Interim Chief of Police

FROM: Brittney Sandoval, Town Administrator

AGENDA ITEM: Police Officer Swear In Ceremony

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: Police Officer Swear In Ceremony

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Counil

THROUGH:

FROM: Brittney Sandoval, Town Administrator

AGENDA ITEM: Christopher Votour request to address Council

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: Christopher Votour request to address Council

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

6.A

Town of Lake Hamilton

Town Council
Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: September 28, 2026, Final Trim Meeting minutes

DATE: November 10, 2026

SUMMARY & RECOMMENDATION:

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

ATTACHMENT(S):
September 28, 2026 Final Trim Meeting minutes.pdf

TOWN OF LAKE HAMILTON MINUTES
TOWN COUNCIL SPECIAL MEETING
MONDAY, SEPTEMBER 28, 2026 5:05 PM

The Town Council of Lake Hamilton held a Town Council Special Meeting on Monday, September 28, 2026, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER

Mayor Hall called the meeting to order at 5:05 pm.

INVOCATION

Led by Council Member Ortega.

PLEDGE OF ALLEGIANCE

Led by all.

ROLL CALL

Hall, Mathis, Ortega, Collier, and Demanche were present.
Council Member Demanche was present via phone call.

SPECIAL MEETING BUSINESS

Public Hearing and Final Reading and Adoption of Resolution R-2026-13 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA; ADOPTING THE MILLAGE RATE FOR FISCAL YEAR 2026-2027 BEGINNING AT 12:01 AM ON OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Mayor Hall stated the item "Review the Budget and Discuss the percentage decrease in Millage over the RBR and the reason for the decrease in Ad Valorem Tax Revenue."
Town Clerk stated, "the taxing authority is considering levying a millage rate of 7.0000 mills, which represents a 13.62% decrease over the previous year's rolled back rates of 8.1035 mills."
The Town Attorney Sabatini read the title for the record. "R-2026-XX - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA; ADOPTING THE MILLAGE RATE FOR FISCAL YEAR 2026-2027 BEGINNING AT 12:01 AM ON OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."
Mayor Hall opened the first hearing to consider levying the Tentative Millage Rate and to adopt a Tentative balanced budget for the 2026 -2027 fiscal year. Leslie Sapp commented.

Town Administrator Sandoval and Finance Director Sauerhafer presented the item.
Mayor Hall closed the hearing.
Council Member Demanche disconnected from the meeting.

Motion made by Mathis and a second by Collier to approve Final Reading and Adoption of Resolution R-2026-13 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA; ADOPTING THE MILLAGE RATE FOR FISCAL YEAR 2026-2027 BEGINNING AT 12:01 AM ON OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE

DATE.
A roll call vote was taken. Hall aye, Mathis aye, Ortega aye, Collier aye, and . **Motion passed 4-0.**

Public Hearing and Final Reading and Adoption of Resolution R-2026-14 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA; ADOPTING A BUDGET FOR FISCAL YEAR 2026-2027 BEGINNING AT 12:01 AM ON OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; REFLECTING THE REVENUE GENERATED TOGETHER WITH THE SOURCES OF THE REVENUE; DELINEATING THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. Mayor Hall read the title for the record, "Public Hearing and First Reading of Resolution R-2026-XX - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA; ADOPTING A BUDGET FOR FISCAL YEAR 2026-2027 BEGINNING AT 12:01 AM ON OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; REFLECTING THE REVENUE GENERATED TOGETHER WITH THE SOURCES OF THE REVENUE; DELINEATING THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." Finance Director Sauerhafer present the item to the Council.
Mayor Hall opened the hearing for public comments. No comments were made; hearing was closed.
Motion made by Ortega and a second by Collier to approve Final Reading and Adoption of Resolution R-2026-14 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA; ADOPTING A BUDGET FOR FISCAL YEAR 2026-2027 BEGINNING AT 12:01 AM ON OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; REFLECTING THE REVENUE GENERATED TOGETHER WITH THE SOURCES OF THE REVENUE; DELINEATING THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
A roll call vote was taken. Hall aye, Mathis nay, Ortega aye, Collier aye, and . **Motion passed 3-1.**

Consider Execution of Clean Water State Revolving Fund Planning, Design, and Construction Loan Agreement WW5316D0
Public Work Director Henry presented the item to the Council.
Motion made by Mathis and a second by Ortega to approve Execution of Clean Water State Revolving Fund Planning, Design, and Construction Loan Agreement WW5316D0
A roll call vote was taken. Hall aye, Mathis aye, Ortega aye, Collier aye, and . **Motion passed 4-0.**

Consider Approval of Supplemental Agreement with Pennoni for project planning. SUPPLEMENTAL AGREEMENT 25-009 SAHM CLEAN WATER PROJECTS FACILITIES PLANNING (FDEP Project WW5316DO) Public Work Director Henry presented the item to the Council.
Motion made by Collier and a second by Mathis to approve Supplemental Agreement with Pennoni for project planning. SUPPLEMENTAL AGREEMENT 25-009SAHM CLEAN WATER PROJECTS FACILITIES PLANNING (FDEP Project WW5316DO)
A roll call vote was taken. Hall aye, Mathis aye, Ortega aye, Collier aye, and . **Motion passed 4-0.**

ADJOURNMENT

Mayor Hall adjourned at 5:29 pm.

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attendance at the Town Council meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the Town Council Chambers or exit the Town Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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ATTEST:

_____
Phyllis Hall, Mayor

_____
Jacqueline Borja, Town Clerk

_____
Brittney Sandoval, Town Administrator

6.B

Town of Lake Hamilton

Town Council

Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: October 1, 2026, Agenda Review Workshop minutes

DATE: November 10, 2026

SUMMARY & RECOMMENDATION:

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

ATTACHMENT(S):
October 1, 2026, Agenda Review Meeting minutes.pdf

TOWN OF LAKE HAMILTON MINUTES
TOWN COUNCIL SPECIAL MEETING
THURSDAY, OCTOBER 1, 2026 6:00 PM

The Town Council of Lake Hamilton held a Town Council Special Meeting on Thursday, October 1, 2026, at 100 Smith Ave., Lake Hamilton, FL 33851.

CALL TO ORDER
Vice Mayor Mathis called the meeting to order at 6:01 pm.

INVOCATION
Led by Howard Cone.

PLEDGE OF ALLEGIANCE
Led by all.

ROLL CALL
Hall, Mathis, Ortega, Collier, were present. Demanche was absent.
Mayor Hall arrived at 6:10 pm.

AGENDA REVIEW MEETING
The Council reviewed the agenda for the October 6, 2026, Regular Council Meeting.

Randy Martin commented.

ADJOURNMENT
Mayor Hall adjourned the meeting at 7:25 pm.

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request to the Office of the Town Clerk. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice).

ATTEST:

_____
Phyllis Hall, Mayor

_____
Jacqueline Borja, Town Clerk

_____
Brittney Sandoval, Town Administrator

6.C

Town of Lake Hamilton

Town Council
Agenda Summary Report

TO:

THROUGH:

FROM:

AGENDA ITEM: January Regular Council Meeting moved to January 12th due to the holidays.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: Staff recommends approval to change Regular Council Meeting date to January 12th.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☐

If Yes, Please Explain:

RECOMMENDATION:

8.A

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Melody Sauerhafer, Finance Director/HR

AGENDA ITEM: **Continued from the October 6, 2026 Regular Council Meeting -** Staff to present information regarding Random Drug and Alcohol Screening process and cost for Employees.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: A motion initiated by Mathis and seconded by Collier on September 1, 2026, requested staff to provide information on implementing random drug and alcohol screenings on a monthly basis using a basis of 3 employees per month. Staff reached out to our current provider for drug screening and testing and they provided a cost to implement the process. For the randomized testing to occur on a monthly basis, the cost is $2840 annually, and if it is done on a quarterly basis the cost would be $1160 annually.

CONSENT AGENDA ☐ **OLD BUSINESS** ☒ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The annual cost for testing three employees per month (61% of staff) is $2,840. The annual cost for testing three employees per quarter (20% of staff) is $1,160.

This cost is not currently budgeted for and a budget amendment would be needed to implement with the use of reserved funds.

RECOMMENDATION:

ATTACHMENT(S):
Drug Free Workplace Program - Employee Handbook 2023.pdf
Chapter 440 Section 102 - 2026 Florida Statutes - The Florida Senate.pdf
Random Drug and Alcohol Testing.xls

B. An unreported absence of one (1) consecutive work day may be considered an abandonment of the position and, at the Town Administrator's discretion, may result in termination of employment.

4.15 Performance Evaluations

A. The Town may utilize a program for rating the work performance of employees. Rules and procedures for the merit evaluation system will be contained in the appropriate manual.

4.16 Employee Training

A. The Town may establish and develop educational and training programs for employees. The purpose of such programs is to increase operational efficiency and to assist employees in preparing themselves for positions of increasing difficulty and responsibility.

4.17 Physical Examination/Testing Procedures

A. The Town may require all employees to have an annual physical examination by a doctor drug and controlled substance testing. The cost of the examination will be paid by the Town.

4.18 Drug Free Workplace Program

A. The Town has implemented a Drug Free Workplace Program Policy according to the requirements of the Department of Labor and Employment Security, Division of Workers Compensation 38F-9 and Section 440.102, Florida Statutes, as amended.

4.19 Restricted Duty Assignment

A. Occasions will arise when an employee is temporarily unable to perform all of their job duties as a result of an injury, illness or other debilitating condition. In order to ensure consistency and fairness to all employees, it is necessary to establish guidelines for restricted duty assignments. Also, in order to ensure the continued service and adequate service delivery for the citizens of Lake Hamilton, it is necessary to place a limitation upon the duration of restricted duty assignments.

B. Employees whose physical abilities have been temporarily diminished as a result of an injury, illness or other debilitating condition (e.g., pregnancy) may, at the discretion of the Town Administrator, be assigned to restricted duty.

C. Qualifications for Restricted Duty

1) In order to qualify for restricted duty, an employee must be certified by the Town's Worker's Compensation Medical Review Officer and/or a licensed physician to be temporarily unable to perform all of their job duties as a result of an injury, illness or other debilitating condition.

2) Employees certified for restricted duty must be capable of performing all of the tasks associated with an available, restricted duty assignment.

D. Application for Restricted Duty

1) Injuries on the Job – a qualified employee who has been injured on the job may request a restricted duty assignment following receipt of Return to Work (with restrictions) authorization from the Town's Worker's Compensation Medical Review Officer and, where necessary, the employee's personal attending physician.

440.102 Drug-free workplace program requirements.—The following provisions apply to a drug-free workplace program implemented pursuant to law or to rules adopted by the Agency for Health Care Administration:

(1) DEFINITIONS.—Except where the context otherwise requires, as used in this act:

(a) "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.

(b) "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

(c) "Drug" means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.

(d) "Drug rehabilitation program" means a service provider as defined in s. 397.311 which provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

(e) "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

(f) "Employee" means any person who works for salary, wages, or other remuneration for an employer.

(g) "Employee assistance program" means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and followup services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers as defined in s. 397.311.

(h) "Employer" means a person or entity that employs a person and that is covered by the Workers' Compensation Law.

(i) "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

(j) "Job applicant" means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test. For a public employer, "job applicant" means only a person who has applied for a special-risk or mandatory-testing position.

(k) "Medical review officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

(l) "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

(m) "Public employer" means any agency within state, county, or municipal government that employs individuals for a salary, wages, or other remuneration.

(n) "Reasonable-suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

(o) "Mandatory-testing position" means, with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

(p) "Special-risk position" means, with respect to a public employer, a position that is required to be filled by a person who is certified under chapter 633 or chapter 943.

(q) "Specimen" means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

(2) DRUG TESTING.—An employer may test an employee or job applicant for any drug described in paragraph (1)(c). In order to qualify as having established a drug-free workplace program under this section and to qualify for the discounts provided under s. 627.0915 and deny medical and indemnity benefits under this chapter, an employer must, at a minimum, implement drug testing that conforms to the standards and procedures established in this section and all applicable rules adopted pursuant to this section as required in subsection (4). However, an employer does not have a legal duty under this section to request an employee or job applicant to undergo drug testing. If an employer fails to maintain a drug-free workplace program in accordance with the standards and procedures established in this section and in applicable rules, the employer is ineligible for discounts under s. 627.0915. However, an employer qualifies for discounts under s. 627.0915 if the employer maintains a drug-free workplace program that is broader in scope than that provided for by the standards and procedures established in this section. An employer who qualifies for and receives discounts provided under s. 627.0915 must be reported annually by the insurer to the department.

(3) NOTICE TO EMPLOYEES AND JOB APPLICANTS.—

(a) One time only, prior to testing, an employer shall give all employees and job applicants for employment a written policy statement which contains:

1. A general statement of the employer's policy on employee drug use, which must identify:

a. The types of drug testing an employee or job applicant may be required to submit to, including reasonable-suspicion drug testing or drug testing conducted on any other basis.

b. The actions the employer may take against an employee or job applicant on the basis of a positive confirmed drug test result.

2. A statement advising the employee or job applicant of the existence of this section.

3. A general statement concerning confidentiality.

4. Procedures for employees and job applicants to confidentially report to a medical review officer the use of prescription or nonprescription medications to a medical review officer both before and after being tested.

5. A list of the most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. A list of such medications as developed by the Agency for Health Care Administration shall be available to employers through the department.

6. The consequences of refusing to submit to a drug test.

7. A representative sampling of names, addresses, and telephone numbers of employee assistance programs and local drug rehabilitation programs.

8. A statement that an employee or job applicant who receives a positive confirmed test result may contest or explain the result to the medical review officer within 5 working days after receiving written notification of the test result; that if an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the employer; and that a person may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.

9. A statement informing the employee or job applicant of his or her responsibility to notify the laboratory of any administrative or civil action brought pursuant to this section.

10. A list of all drugs for which the employer will test, described by brand name or common name, as applicable, as well as by chemical name.

11. A statement regarding any applicable collective bargaining agreement or contract and the right to appeal to the Public Employees Relations Commission or applicable court.

12. A statement notifying employees and job applicants of their right to consult with a medical review officer for technical information regarding prescription or nonprescription medication.

(b) An employer not having a drug-testing program shall ensure that at least 60 days elapse between a general one-time notice to all employees that a drug-testing program is being implemented and the beginning of actual drug testing. An employer having a drug-testing program in place prior to July 1, 1990, is not required to provide a 60-day notice period.

(c) An employer shall include notice of drug testing on vacancy announcements for positions for which drug testing is required. A notice of the employer's drug-testing policy must also be posted in an appropriate and conspicuous location on the employer's premises, and copies of the policy must be made available for inspection by the employees or job applicants of the employer during regular business hours in the employer's personnel office or other suitable locations.

(4) TYPES OF TESTING.—

(a) An employer is required to conduct the following types of drug tests:

1. Job applicant drug testing.—An employer must require job applicants to submit to a drug test and may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusing to hire a job applicant.

2. Reasonable-suspicion drug testing.—An employer must require an employee to submit to reasonable-suspicion drug testing.

3. Routine fitness-for-duty drug testing.—An employer must require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.

4. Followup drug testing.—If the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a followup to such program, unless the employee voluntarily entered the program. In those cases, the employer has the option to not require followup testing. If followup testing is required, it must be conducted at least once a year for a 2-year period after completion of the program. Advance notice of a followup testing date must not be given to the employee to be tested.

(b) This subsection does not preclude a private employer from conducting random testing, or any other lawful testing, of employees for drugs.

(c) Limited testing of applicants, only if it is based on a reasonable classification basis, is permissible in accordance with law or with rules adopted by the Agency for Health Care Administration.

(5) PROCEDURES AND EMPLOYEE PROTECTION.—All specimen collection and testing for drugs under this section shall be performed in accordance with the following procedures:

(a) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

(b) Specimen collection must be documented, and the documentation procedures shall include:

1. Labeling of specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results.

2. A form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed test result.

(c) Specimen collection, storage, and transportation to the testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.

(d) Each confirmation test conducted under this section, not including the taking or collecting of a specimen to be tested, shall be conducted by a licensed or certified laboratory as described in subsection (9).

(e) A specimen for a drug test may be taken or collected by any of the following persons:

1. A physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment.

2. A qualified person employed by a licensed or certified laboratory as described in subsection (9).

(f) A person who collects or takes a specimen for a drug test shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

(g) Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

(h) Within 5 working days after receipt of a positive confirmed test result from the medical review officer, an employer shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The employer shall provide to the employee or job applicant, upon request, a copy of the test results.

(i) Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the employer explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.

(j) The employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the employer to the employee or job applicant; and all such documentation shall be kept confidential by the employer pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(k) An employer may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

(l) An employer that performs drug testing or specimen collection shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

(m) An employer shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the employer.

(n) An employer shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, an employer may select the employee assistance program or drug rehabilitation program if the employer pays the cost of the employee's participation in the program.

(o) If drug testing is conducted based on reasonable suspicion, the employer shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the employer pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(p) All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) CONFIRMATION TESTING.—

(a) If an initial drug test is negative, the employer may in its sole discretion seek a confirmation test.

(b) Only licensed or certified laboratories as described in subsection (9) may conduct confirmation drug tests.

(c) All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.

(d) If an initial drug test of an employee or job applicant is confirmed as positive, the employer's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

(7) EMPLOYER PROTECTION.—

(a) An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.

(b) An employer who discharges or disciplines an employee or refuses to hire a job applicant in compliance with this section is considered to have discharged, disciplined, or refused to hire for cause.

(c) No physician-patient relationship is created between an employee or job applicant and an employer or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.

(d) Nothing in this section shall be construed to prevent an employer from establishing reasonable work rules related to employee possession, use, sale, or solicitation of drugs, including convictions for drug-related offenses, and taking action based upon a violation of any of those rules.

(e) This section does not operate retroactively, and does not abrogate the right of an employer under state law to conduct drug tests, or implement employee drug-testing programs; however, only those programs that meet the criteria outlined in this section qualify for reduced rates under s. 627.0915.

(f) If an employee or job applicant refuses to submit to a drug test, the employer is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or job applicant as otherwise provided in this section.

(g) This section does not prohibit an employer from conducting medical screening or other tests required, permitted, or not disallowed by any statute, rule, or regulation for the purpose of monitoring exposure of employees to toxic or other unhealthy substances in the workplace or in the performance of job responsibilities. Such screening or testing is limited to the specific substances expressly identified in the applicable statute, rule, or regulation, unless prior written consent of the employee is obtained for other tests. Such screening or testing need not be in compliance with the rules adopted by the Agency for Health Care Administration under this chapter or under s. 112.0455. A public employer may, through the use of an unbiased selection procedure, conduct random drug tests of employees occupying mandatory-testing or special-risk positions if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration and the department.

(h) No cause of action shall arise in favor of any person based upon the failure of an employer to establish a program or policy for drug testing.

(8) CONFIDENTIALITY.—

(a) Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.

(b) Employers, laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

(c) Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.

(d) This subsection does not prohibit an employer, agent of an employer, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

(9) DRUG-TESTING STANDARDS FOR LABORATORIES.—

(a) The requirements of part II of chapter 408 apply to the provision of services that require licensure pursuant to this section and part II of chapter 408 and to entities licensed by or applying for such licensure from the agency pursuant to this section. A license issued by the agency is required in order to operate a drug-free workplace laboratory.

(b) A laboratory may analyze initial or confirmation test specimens only if:

1. The laboratory obtains a license under part II of chapter 408 and s. 112.0455(17). Each applicant for licensure and each licensee must comply with all requirements of this section, part II of chapter 408, and applicable rules.
2. The laboratory has written procedures to ensure the chain of custody.

3. The laboratory follows proper quality control procedures, including, but not limited to:

a. The use of internal quality controls, including the use of samples of known concentrations which are used to check the performance and calibration of testing equipment, and periodic use of blind samples for overall accuracy.

b. An internal review and certification process for drug test results, conducted by a person qualified to perform that function in the testing laboratory.

c. Security measures implemented by the testing laboratory to preclude adulteration of specimens and drug test results.

d. Other necessary and proper actions taken to ensure reliable and accurate drug test results.

(c) A laboratory shall disclose to the medical review officer a written positive confirmed test result report within 7 working days after receipt of the sample. All laboratory reports of a drug test result must, at a minimum, state:

1. The name and address of the laboratory that performed the test and the positive identification of the person tested.

2. Positive results on confirmation tests only, or negative results, as applicable.

3. A list of the drugs for which the drug analyses were conducted.

4. The type of tests conducted for both initial tests and confirmation tests and the minimum cutoff levels of the tests.

5. Any correlation between medication reported by the employee or job applicant pursuant to subparagraph (5)(b)2. and a positive confirmed drug test result.

A report must not disclose the presence or absence of any drug other than a specific drug and its metabolites listed pursuant to this section.

(d) The laboratory shall submit to the Agency for Health Care Administration a monthly report with statistical information regarding the testing of employees and job applicants. The report must include information on the methods of analysis conducted, the drugs tested for, the number of positive and negative results for both initial tests and confirmation tests, and any other information deemed appropriate by the Agency for Health Care Administration. A monthly report must not identify specific employees or job applicants.

(10) RULES.—The Agency for Health Care Administration shall adopt rules pursuant to s. 112.0455, part II of chapter 408, and criteria established by the United States Department of Health and Human Services as general guidelines for modeling drug-free workplace laboratories, concerning, but not limited to:

(a) Standards for licensing drug-testing laboratories and suspension and revocation of such licenses.

(b) Urine, hair, blood, and other body specimens and minimum specimen amounts that are appropriate for drug testing.

(c) Methods of analysis and procedures to ensure reliable drug-testing results, including standards for initial tests and confirmation tests.

(d) Minimum cutoff detection levels for each drug or metabolites of such drug for the purposes of determining a positive test result.

(e) Chain-of-custody procedures to ensure proper identification, labeling, and handling of specimens tested.

(f) Retention, storage, and transportation procedures to ensure reliable results on confirmation tests and retests.

(11) PUBLIC EMPLOYEES IN MANDATORY-TESTING OR SPECIAL-RISK POSITIONS.—

(a) If an employee who is employed by a public employer in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the employer must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

(b) An employee who is employed by a public employer in a special-risk position may be discharged or disciplined by a public employer for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the public

employer, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

(12) DENIAL OF BENEFITS.—An employer shall deny an employee medical or indemnity benefits under this chapter, pursuant to this section.

(13) COLLECTIVE BARGAINING RIGHTS.—

(a) This section does not eliminate the bargainable rights as provided in the collective bargaining process if applicable.

(b) Drug-free workplace program requirements pursuant to this section shall be a mandatory topic of negotiations with any certified collective bargaining agent for nonfederal public sector employers that operate under a collective bargaining agreement.

(14) APPLICABILITY.—A drug testing policy or procedure adopted by an employer pursuant to this chapter shall be applied equally to all employee classifications where the employee is subject to workers' compensation coverage.

(15) STATE CONSTRUCTION CONTRACTS.—Each construction contractor regulated under part I of chapter 489, and each electrical contractor and alarm system contractor regulated under part II of chapter 489, who contracts to perform construction work under a state contract for educational facilities governed by chapter 1013, for public property or publicly owned buildings governed by chapter 255, or for state correctional facilities governed by chapter 944 shall implement a drug-free workplace program under this section.

History.—s. 13, ch. 90-201; s. 13, ch. 91-1; s. 1, ch. 91-201; s. 4, ch. 91-429; s. 9, ch. 93-415; s. 3, ch. 95-119; s. 3, ch. 96-289; s. 284, ch. 96-406; s. 198, ch. 96-410; s. 1050, ch. 97-103; s. 99, ch. 97-264; s. 3, ch. 99-186; s. 14, ch. 2000-320; s. 1, ch. 2002-14; s. 5, ch. 2002-78; s. 16, ch. 2002-194; s. 8, ch. 2002-196; s. 51, ch. 2003-1; s. 60, ch. 2004-5; s. 7, ch. 2005-55; s. 178, ch. 2007-230; s. 1, ch. 2009-127; s. 49, ch. 2009-132; s. 2, ch. 2012-8; s. 3, ch. 2013-141; s. 6, ch. 2015-34; s. 10, ch. 2015-100; s. 15, ch. 2016-105; s. 25, ch. 2016-145; s. 77, ch. 2016-241; s. 33, ch. 2017-173; s. 14, ch. 2019-159.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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Random Drug and Alcohol Testing

	5 Panel	5 Panel Admin Fee - Annual	Blood Alchol Test	Blood Alchol Admin Fee - Annual	Total Annual Cost
Per Test	$ 35.00	$ 160.00	$ 35.00	$ 160.00	
3 employees/mo	$ 105.00		$ 105.00		
12 Months	**$ 1,260.00**	**$ 160.00**	**$ 1,260.00**	**$ 160.00**	**$ 2,840.00**

36 Employees/yr

61%

Per Test	$ 35.00	$ 160.00	$ 35.00	$ 160.00	
3 employees/qrtly	$ 105.00		$ 105.00		
4 Months	**$ 420.00**	**$ 160.00**	**$ 420.00**	**$ 160.00**	**$ 1,160.00**

12 Employee/yr

20%

8.B

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Melody Sauerhafer, Finance Director/HR

AGENDA ITEM: Staff to present information regarding the organization and use of Human Resources in surrounding cities.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: A motion initiated by Collier and seconded by Mathis on September 1, 2026, requested staff to bring back information regarding what other cities do with their Human Resources Department and process and research the options for using an outside source.

Staff is still in the process of gathering information and will provide at the meeting.

CONSENT AGENDA ☐ **OLD BUSINESS** ☒ **NEW BUSINESS** ☐

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: Impact not known at this time.

RECOMMENDATION:

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jonah Katz, CD Director

AGENDA ITEM:

Public Hearing and First Reading of Ordinance O-2026-XX: an applicant-initiated request amending the Comprehensive Plan of a portion of one (1) parcel comprising +/- 2.75 acres (parcel identification numbers: 272821-834515-000110), generally located 515 feet south of the intersection of Hatchineha and Detour Roads on the west side of Detour Road from Residential Lands – 5 to Commercial Services.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION:

The applicant is requesting a comprehensive plan amendment to change the future land use map classification from Residential Lands – 5 (RES-5.0) to Commercial-Service (CS). The applicant has a companion rezoning request for the same area, requesting a change from R-5 to C-1. The attached staff report provides an analysis of the request. Planning Commission reviewed this request at their meeting on September 9, 2026 and made a recommendation to Council to approve the request based on its consistency with the Town of Lake Hamilton Comprehensive Plan.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):
Ordinance O-2026-XX - Land Use LH Self Parking and Storage_1122026.pdf
Diaz Detour Commercial FLU Staff Report _ TOWNCOUNCIL.pdf

ORDINANCE O-2026-XX

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE FUTURE LAND USE MAP CLASSIFICATION FROM RESIDENTIAL LANDS – 5 TO COMMERCIAL SERVICES FOR A 2.75 ACRE PARCEL OF LAND LOCATED ON THE WEST SIDE OF DETOUR ROAD 515 FEET SOUTH OF THE INTERSECTION OF DETOUR ROAD AND HATCHINEHA ROAD; AND TRANSMITTING SAID AMENDMENT TO THE FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR REPEALS; PROVIDING FOR CODIFICATION; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIBENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 through 163.3215, Florida Statutes, empowers local governments to adopt and amend comprehensive plans, or elements or portions thereof, to guide their future development and growth; and

WHEREAS, in exercise of its authority the Town Council has determined it necessary to adopt amendments to the Town's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Council has held meetings and hearings on **Ordinance O-2026-XX**, the amendment to the Comprehensive Plan and made a part hereof; and the meetings were advertised and held with due public notice to obtain public comment; and having considered written and oral comments received during public hearings, find the amendment complete and appropriate to the needs of the Town.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The provisions set forth in the recitals of this Ordinance (whereas clauses) are hereby adopted by the Town Council as legislative findings and intent of the Ordinance.

SECTION 2. AMENDMENT TO THE COMPREHENSIVE PLAN. The Town of Lake Hamilton Comprehensive Plan, Future Land Use Map is hereby amended as set forth in Exhibit "A".

SECTION 3. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. COPY OF ORDINANCE ON FILE. A copy of this Ordinance shall be kept on file in the office of the Lake Hamilton Town Clerk.

SECTION 5. CONFLICTS WITH OTHER ORDINANCES. That portion of any Ordinance which may be in conflict with this Ordinance is hereby repealed with the adoption of this Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Council enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 7. INCORPORATION INTO COMPREHENSIVE PLAN. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Administrator or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

INTRODUCED and PASSED on first reading this 10th day of November, 2026.
PASSED and ADOPTED on second reading this _____ day of _____, 2026.

TOWN OF LAKE HAMILTON, FLORIDA

_____

PHYLLIS HALL, MAYOR

ATTEST:

_____

JAQUELINE BORJA, TOWN CLERK

Approved as to form:

_____

ANTHONY SABITINI, ESQ., TOWN ATTORNEY

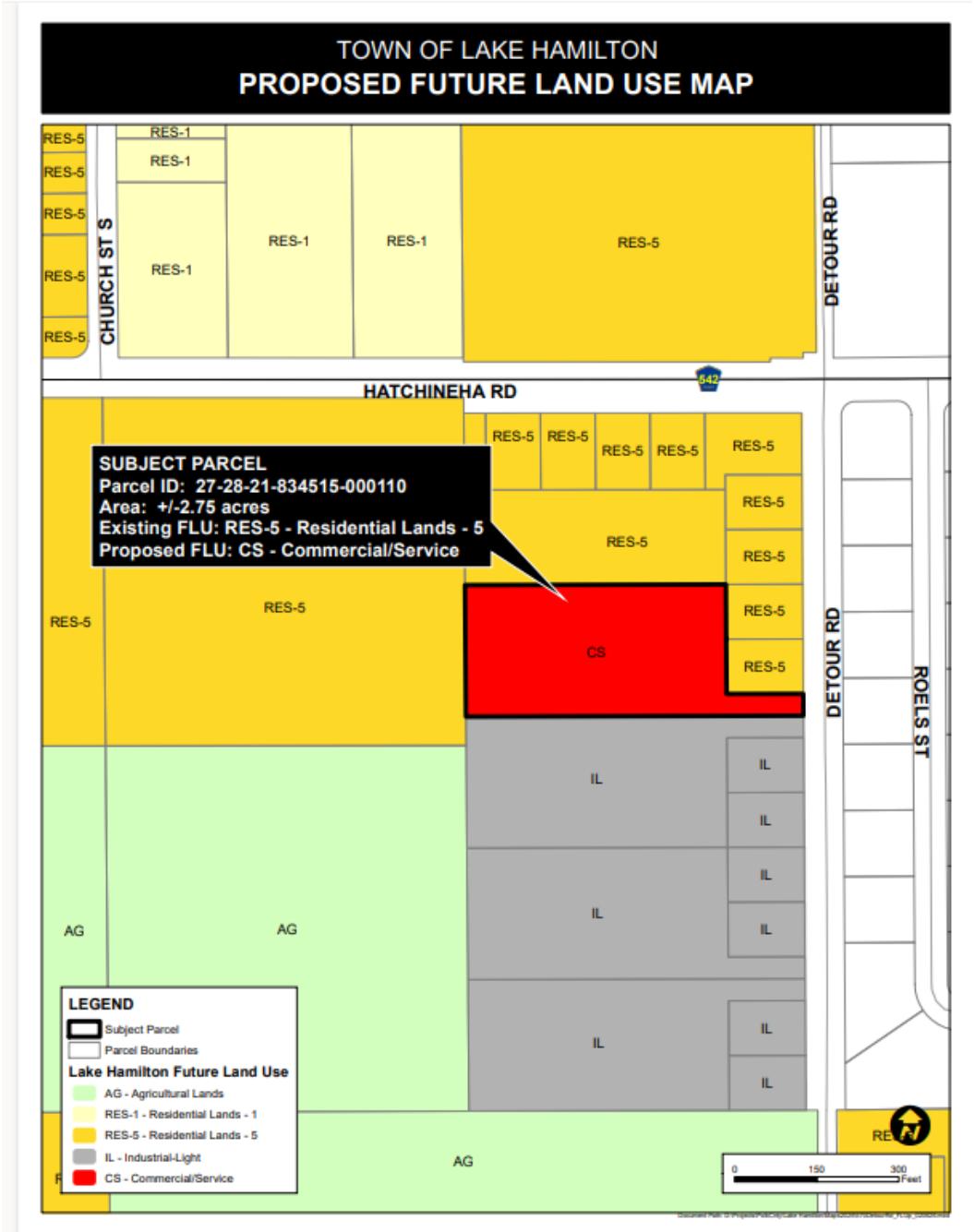
Record of Vote	Yes	No
Ortega		
Mathis		
Demanche		
Hall		
Collier		

Exhibit A

Legal Descriptions: Lake Hamilton Hills Plat Book 152 Page 3, Lots 11

Parcel ID Numbers: 272821-834515-000110

Future Land Use Map Amendment:



Town of Lake Hamilton

FLU Staff Report

November 10, 2026

TO: **LAKE HAMILTON TOWN COUNCIL**

FROM: **Community Development**

SUBJECT: **FUTURE LAND USE MAP AMENDMENT**

Ordinance 2026-xx: An applicant-initiated amendment to the Future Land Use Map of the Town of Lake Hamilton specifically changing the Future Land Use Map designation for a portion of a parcel that totals approximately 2.75 acres, generally located along the West Side of Detour Road 515 Feet South of the Intersection of Detour Road and Hatchineha Road, parcel ID Number 272821-834515-000110 from Residential Land – 5 (R5) to Commercial/Service (CS).

AGENDA & HEARING DATES:

Planning Commission Meeting: Wednesday September 9th at 5:30 PM
Anticipated Town Council Meeting (First Reading): Tuesday November 10th at 6:00 PM
Anticipated Town Council Meeting (Second Reading): Tuesday, December 1st at 6:00 PM

Attachments

Location Map Aerial Photo | Existing Future Land Use Map | Proposed Future Land Use Map | Ordinance 2026-xx Lake Hamilton Self Storage

Overview:

APPLICATIONS	
Owner	Carlos Diaz
Agent	JD Salazar – Barrios Engineering
Property Size	± 2.75 Acres
Property Location	Generally located along the West Side of Detour Road 515 Feet South of the Intersection of Detour Road and Hatchineha Road
Parcel ID	272821-834515-000110
Future Land Use: Existing	Town Agricultural Lands (R-5)
Future Land Use: Proposed	Town Commercial/Service (CS)

BACKGROUND AND REASON FOR REQUEST:

The applicant is requesting a Future Land Use change from Residential Lands - 5 (R-5) to Town Commercial/Service (CS). The applicant has a companion rezoning application requesting Town Highway Commercial (C-1) to facilitate a commercial development. Descriptions for both the existing and proposed Future Land Use are provided as follows:

Town of Lake Hamilton Comprehensive Plan, Future Land Use Element, Policy

Existing Future Land Use:

Policy 1.2.5: Residential Lands-5.0 (RES-5.0)

a) **Purpose:**

Identification of areas which are established for a medium-density residential environment of urban character, and which may be utilized for compatible short-term agricultural activities..

b) **Range of Potential Uses:**

Suburban or urban residential uses, short-term agricultural uses, agriculturally-compatible residential uses, public or semi-public uses, and low-intensity recreational uses.

c) **Range of Potential Density/Intensity:**

The maximum gross residential density is 5.0 dwelling units per acre and the maximum floor area ratio for non-residential development shall not exceed 0.25.

Proposed Future Land Use:

Policy 1.2.8: Commercial/Service (CS)

a) **Purpose:**

Identification of areas which are established for commercial uses of a service nature, including highway oriented businesses, and which are restricted in permissive use and/or intensity in direct relationship to their specific location.

b) **Range of Potential Uses:**

Motels, restaurants, curio shops, fruit sales, recreation uses, automotive service stations, automotive sales and service, machinery and equipment assembly and repair, warehousing, and public or semi-public uses.

c) Range of Potential Density/Intensity:

The maximum floor area ratio for non-residential development shall not exceed 0.5.

COMPREHENSIVE PLAN COMPATIBILITY:

This request can be considered to meet Polices 5.1.2, 5.3.2, and 5.3.3 of the Comprehensive Plan. The relevant section of the Comprehensive Plan are excerpted below:

OBJECTIVE 5.1: DESIGNATE AREAS FOR THE DEVELOPMENT OF RETAIL COMMERCIAL AREAS AT LOCATIONS AND INTENSITIES WHICH WILL BE COMPATIBLE WITH THE ESTABLISHED FUNCTIONAL AND AESTHETIC CHARACTER OF THE COMMUNITY.

Policy 5.1.2: Utilize the zoning regulations to establish the grouping and concentration of retail commercial uses at nodal points in the community having immediate access to the major roadway system and to necessary public facilities and services.

OBJECTIVE 5.3: PROHIBIT COMMERCIAL UTILIZATION OF LANDS ILL-SUITED OR NOT FULLY DEMONSTRATED AS NEEDED FOR COMMERCIAL DEVELOPMENT

Policy 5.3.2: Designate land on the zoning map for commercial usage only when an immediate commercial development of said land is proposed.

Policy 5.3.3: Designate land for commercial usage only at locations where commercial development will be consistent with the established land use pattern.

Additional considerations of this proposal's compatibility with the Comprehensive Plan can be made under the following sections:

GOAL 1 (Transportation Element):

IT SHALL BE THE GOAL OF THE TOWN OF LAKE HAMILTON TO PROVIDE A SAFE AND EFFICIENT TRANSPORTATION SYSTEM FOR ALL MODES OF TRAVEL THAT IS FINANCIALLY FEASIBLE, CONSISTENT WITH COMMUNITY NEEDS, AND ENVIRONMENTALLY SOUND.

OBJECTIVE 2.2 (Transportation Element):

COORDINATE ALL EXISTING AND PROPOSED TRANSPORTATION IMPROVEMENTS WITH THE FUTURE LAND USES AS SHOWN ON THE FUTURE LAND USE MAP

OBJECTIVE 3.3 (Transportation Element): THE TOWN SHALL COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE POLK TRANSPORTATION

PLANNING ORGANIZATION, AND POLK COUNTY TO ASSURE RIGHT-OF-WAY AVAILABILITY FOR CAPACITY EXPANSION.

Policy 3.3.1: Require minimum structural setbacks for all new development and redevelopment within the Town limits that abuts a State, County, or Town roadway in order to provide right-of-way availability.

Specific impacts to town and regional infrastructure of the development will be measured in more detail upon site plan review and evaluation of the specific uses proposed. It is appropriate at the plan amendment review stage, however, for the Planning Commission and Council to consider the impacts of changing allowable land uses will have on general infrastructure capacities.

Table 1 includes the density/intensity for the amendment to the Future Land Use Map request for the property, the potential change could result in a potential increase of 59,961 sq.ft of non-residential.

Table 1:
Analysis of Impacts from Proposed Future Land Use Map Amendment

	Existing FLU: Residential Lands - 5 11.16 (2.75 acres)	**Proposed FLU: Commercial Service (CS) (2.75 acres)**
Density/Intensity	5 du/ac Non-Residential FAR: .25	FAR 0.5
Density Potential	13.8 Potential DUs	59,961 SF
Difference	No commercial	No residential

The proposed Future Land Use, can be considered compatible with the Comprehensive Plan conditions and can be considered compatible with the surrounding area based on the Future Land Uses assigned to nearby properties within the Town limits. More information is available in the Land Use Analysis located below:

Land Use Analysis:

The subject property is surrounded by properties within the incorporated Town limits to its North, South, and West. The East of the Subject property is unincorporated Polk County lands. The unincorporated Polk County properties have a Future Land Use Designation of A/RR under Polk County's land code and contain single family residences. To the North of the subject property is an existing modular home use, with

Town Residential Lands-5 Future Land Use and R-5 zoning. To the west of the subject property is agricultural lands under a future land use designation of Residential Lands-5 and Planned Unit Development (PUD) zoning. To the South of the subject property is an existing commercial property under the same ownership of the subject property.

The Land Use Matrix below outlines the existing and proposed Future Land Use and zoning of the subject property and the adjacent properties. The proposed Future Land Use and Zoning Maps are also provided for reference.

Land Use Matrix

Northwest	North	Northeast
FLU: Town Residential Lands-5 **ZONING**: PUD **EXISTING USE:** Agricultural	**FLU: Town Residential Lands-5** **ZONING**: R-5 **EXISTING USE:** Modular Home	**FLU: Town Residential Lands-5** **ZONING**: R-5 **EXISTING USE:** Vacant Residential
West	**Subject Property**	**East**
FLU: Town Residential Lands-5 **ZONING**: PUD **EXISTING USE:** Agricultural	**EXISTING FLU:** Residential Lands – 5 **PROPOSED FLU:** Town C/S **EXISTING ZONING:** Town R5 **PROPOSED ZONING:** Town C-1 **EXISTING USE:** Vacant	**FLU: A/RR (Polk County)** **ZONING**: N/A **EXISTING USE:** SFR
Southwest	**South**	**Southeast**
FLU: Town Agricultural Lands **ZONING**: C-1 **EXISTING USE:** Agricultural	**FLU:** Industrial-Light **ZONING**: M-1 **EXISTING USE:** Commercial	**FLU: A/RR (Polk County)** **ZONING**: N/A **EXISTING USE:** SFR

<u>Public Facilities and Services Analysis</u>:

The following is a summary analysis of the potential impacts on existing public facilities and services.

Potable Water

At this time, the Town can provide potable water for the development. A water line exists

along Detour Road. This system currently has sufficient capacity to accommodate the proposed land use change. This statement is not intended to assert that this capacity will be reserved for proposed development on the subject parcel. The town will evaluate the point of connection when the applicant requests potable water service and a point of connection through development review. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Sanitary Sewer

At this time, the Town cannot provide sanitary sewer for the development.

Transportation/Traffic:

The subject property has access to Detour Road, which is maintained by the Town. At this time, a traffic study was not conducted. When specific uses are identified, during a construction plan review, a traffic study will be provided and reviewed.

Trip generation rates for the proposed use for the stie using ITE code 12th edition, anticipates the generation 31 Trips ADT's and 4 peak hr trips. However, the proposed land use could result in a higher generation of trips depending on the final development. A traffic study will take place at the time construction plans are submitted for review.

Schools

The proposed commercial will not impact Polk County schools.

Recreation/Open Space:

There are no requirements for commercial to provide recreation/open space.

Emergency Services:

Emergency services for both City and County-operated facilities are all in close proximity to the subject property. Police, fire, and EMS are located within a 3-mile radius (by car) and travel time without sirens is 6 minutes or less.

- Polk County Fire Rescue – 1.1 Miles ~ 5 minutes
- Lake Hamilton Police Department – 1.1 Miles ~ 5 minutes
- Winter Haven Hospital Emergency Room – 9 miles ~ 22 minutes
- Heart of Florida Davenport Emergency Room – 11.9 miles – 25 minutes

Environmental:

The site does not include wetland or floodplains. The applicant has provided an Environmental Assessment Report for review. No noteworthy observations were identified.

Recommendation:

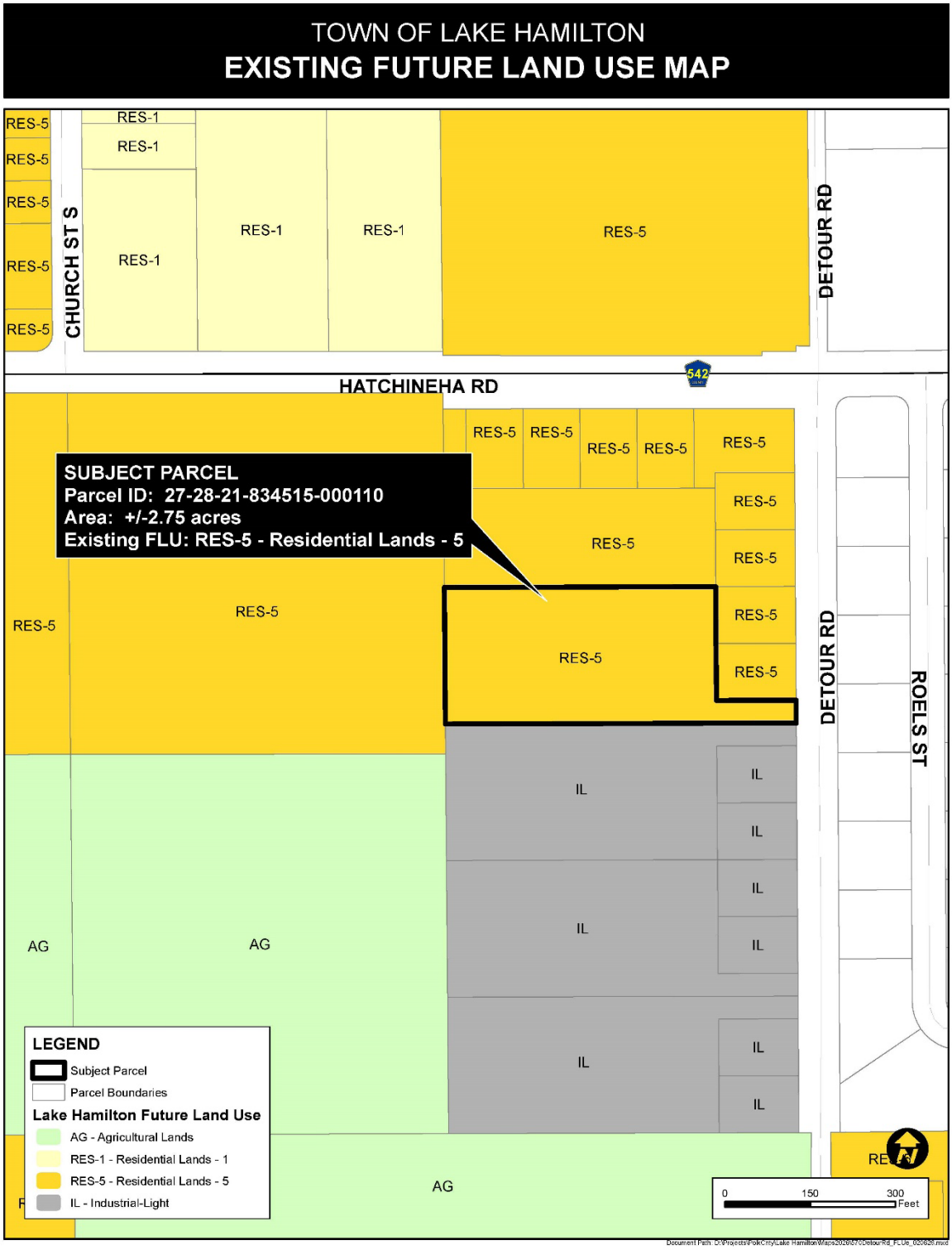
Town Council may consider the request and approve or deny it based on whether it is consistent with the Comprehensive Plan and compatible with the surrounding area.

At the September 9th, 2026 meeting of the Lake Hamilton Planning Commission, it was recommended that the Town Council approve this request.

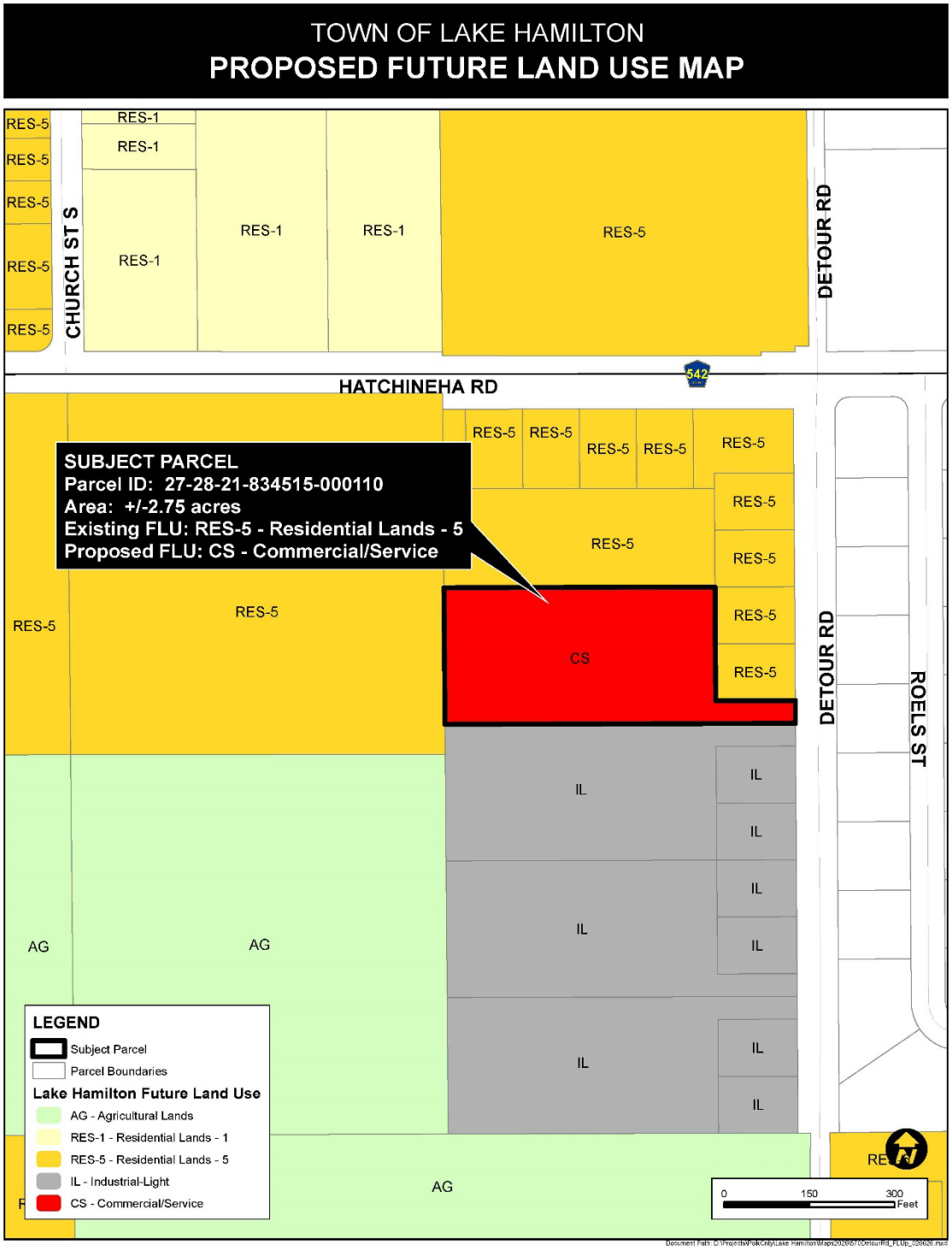
AERIAL MAP
LAKE HAMILTON SELF PARK & STORAGE



EXISTING FLU
LAKE HAMILTON SELF PARK & STORAGE



PROPOSED FLU
LAKE HAMILTON SELF PARK & STORAGE



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH:

FROM: Jonah Katz, CD Director

AGENDA ITEM:

Public Hearing and First Reading of Ordinance O-2026-XX: an applicant-initiated request amending the zoning classification of a portion of one (1) parcel comprising +/- 2.75 acres (parcel identification numbers: 272821-834515-000110, generally located 515 feet south of the intersection of Hatchineha and Detour Roads on the west side of Detour Road from R-5 Single Family Modular to C-1 Highway Commercial Zoning District (C-1).

DATE: November 10, 2026

SUMMARY & RECOMMENDATION:

The applicant is requesting to rezone from R-5 to C-1 to facilitate the development of a commercial development. The applicant has a companion FLU application requesting Commercial Services (CS) designation. The attached staff report provides an analysis of the request. Planning Commission at their meeting on September 9, 2026 recommended that Town Council approve this item based on its consistency with the Town of Lake Hamilton Comprehensive Plan.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):
Ordinance O-2026-XX - Rezoning LH Self Parking and Storage_1122026.pdf
Diaz Detour Commercial Rezoning Staff Report _ TOWNCOUNCIL.pdf

ORDINANCE O-2026-XX

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, REZONING A 2.75 ACRE PARCEL OF LAND LOCATED ON THE WEST SIDE OF DETOUR ROAD 515 FEET SOUTH OF THE INTERSECTION OF DETOUR ROAD AND HATCHINEHA ROAD FROM R-5 SINGLE-FAMILTY MODULAR TO C-I HIGHWAY COMMERCIAL ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been a request for approval of a rezoning of the property described below; and

WHEREAS, the change will further the general health, safety, and welfare and be a benefit to the Town as a whole; and

WHEREAS, the zoning change requested by the applicant is consistent with the Future Land Use Element of the Lake Hamilton Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

1. The parcel is located 515 feet south of the intersection of Hatchineha and Detour Roads on the west side of Detour Road as shown on Map "A", which is attached hereto, and consists of a total of approximately 2.75 acres, and is described as follows:

   LAKE HAMILTON HILLS SUBDIVISION, LOTS 11, PLAT BOOK 152, PAGE 3

2. The parcel, as platted and described above, constitutes less than five percent (5%) of the municipally zoned area of the Town.

3. Said property is hereby rezoned from R-5 Single-family Modular Zoning District to C-1 Commercial Zoning District and the regulations of that District contained in the Land Development Code shall govern further public review and development of the property within this District with the following specific conditions:

   a. That any section, paragraph, or portion which may be deemed illegal or unconstitutional shall not affect any other section of this ordinance.

   b. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

   c. This ordinance shall take effect immediately upon adoption after second reading.

4. A certified copy of this Ordinance, as well as a copy of the Land Development Code shall be located in the Office of the Town Clerk of Lake Hamilton.

INTRODUCED and PASSED on first reading this 10th day of November, 2026.

PASSED and ADOPTED on second reading this ____ day of _____, 2026.

TOWN OF LAKE HAMILTON, FLORIDA

_____

PHYLLIS HALL, MAYOR

ATTEST:

_____

JAQUELINE BORJA, TOWN CLERK

Approved as to form:

_____

ANTHONY SABITINI, ESQ., TOWN ATTORNEY

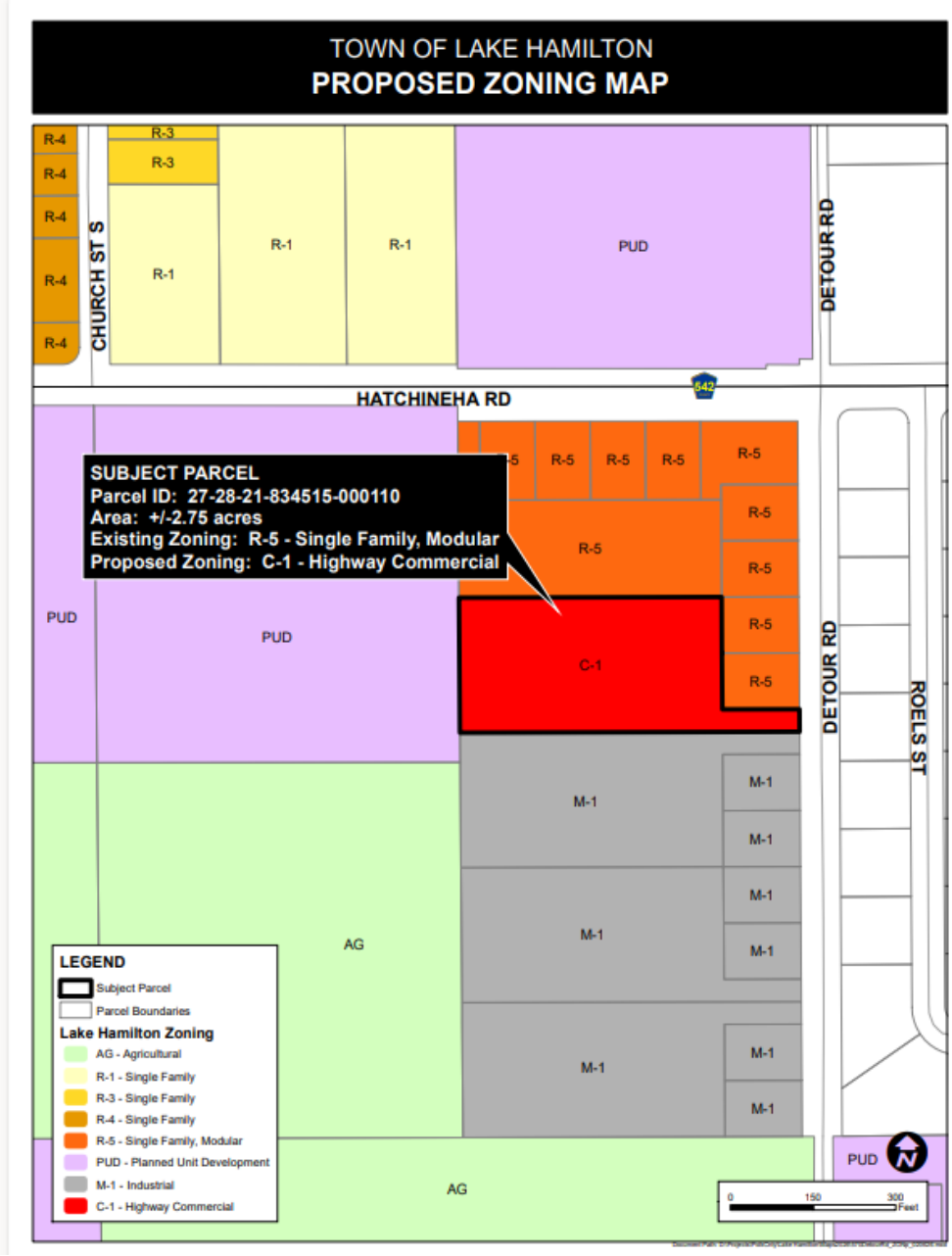
Record of Vote	Yes	No
Ortega		
Mathis		
Demanche		
Hall		
Collier		

MAP A

Legal Descriptions: Lake Hamilton Hills Plat Book 152 Page 3, Lot 11

Parcel ID Numbers: 272821-834515-000110

Future Land Use Map Amendment:



Town of Lake Hamilton

Rezoning Staff Report

November 10, 2026

TO: TOWN COUNCIL

FROM: **Community Development Director**

SUBJECT: **Commercial Rezoning**
Ordinance 2026-xx: An applicant-initiated amendment to the Official Zoning Map of the Town of Lake Hamilton specifically changing the zoning of a parcel that totals approximately 2.75 acres, generally located along the West Side of Detour Road 515 Feet South of the Intersection of Detour Road and Hatchineha Road, parcel ID Number 272821-834515-000110. The requesting zoning change is from R-5 Single Family Modular (R-5) to Highway Commercial (C-1).

AGENDA & HEARING DATES:

Planning Commission Meeting: Wednesday, September 9th at 5:30 PM
Anticipated Town Council Meeting (First Reading): Tuesday November 10th at 6:00 PM
Anticipated Town Council Meeting (Second Reading): Tuesday, December 1st at 6:00 PM

Attachments
Location Map Aerial Photo | Existing Zoning Map | Proposed Zoning Map | Ordinance 2026-xx Lake Hamilton Self Storage

Overview:

APPLICATIONS	
Owner	Carlos Diaz
Agent	JD Salazar – Barrios Engineering
Property Size	± 2.75 Acres
Property Location	Generally located along the West Side of Detour Road 515 Feet South of the Intersection of Detour Road and Hatchineha Road
Parcel ID	272821-834515-000110
Future Land Use: Existing	R-5 Single Family Modular
Future Land Use: Proposed	C-1 Highway Commercial

BACKGROUND AND REASON FOR REQUEST:
The applicant is requesting to rezone from R-5 to C-1 to facilitate the development of a new self storage facility on the property. The applicant has a companion FLU application requesting Commercial Services (CS) designation. Descriptions for both the existing and proposed zoning categories are provided as follows:

Existing R-5 District:

Sec. 16-104 – Description of Zoning Districts

b. *Purpose.* The medium single-family modular dwelling district (R-5) is intended for mid-density urban single-family residential development. The purpose of the R-5 modular dwelling district is to provide areas within the town for modular homes; to designate those uses and services deemed appropriate and proper for location and development within said zoning district; and to establish such development standards and provisions as are necessary to ensure proper development in a medium-density, modular dwelling, and residential environment. It is intended that the maximum residential density within the district shall be six dwelling units per acre of land. The minimum lot size is 6,000 square feet.

Proposed C-1 Highway Commercial Zoning District:

Sec. Sec. 16-108. - C-1 Commercial District.

(a) *Scope, purpose and permitted uses.* This section applies to the C-1 commercial district. The purpose of the C-1 commercial district is to:

(1) Provide for commercial uses of land and buildings along certain highway frontage in a manner that will recognize its economic utility in servicing the motoring public;

(2) Establish certain criteria to promote traffic safety in such service; and

(3) Minimize any adverse effect of such commercial uses on adjoining residential or agricultural districts.

COMPREHENSIVE PLAN AND ZONING COMPATIBILITY:

Table 1 includes the density/intensity for the amendment to the Future Land Use Map request for the property, the potential change could result in a potential increase of 243,000 sq.ft of non-residential.

Table 1:

Analysis of Impacts from Proposed Rezoning

	Existing Zoning: (R-5) Single Family Modular (2.75 Acres)	Proposed Zoning: (C-1) Commercial Highway (2.75 acres)
Density/Intensity	6 DU/AC	FAR 0.35
Density Potential	16.5 DU	41,793 SF

The proposed zoning change can be considered compatible with the surrounding area based on the Future Land Uses and zoning on nearby properties. More information is available in the Land Use Analysis located below:

Land Use Analysis:

The subject property is surrounded by properties within the incorporated Town limits to its North, South, and West. The East of the Subject property is unincorporated Polk County lands. The unincorporated Polk County properties have a Future Land Use Designation of A/RR under Polk County's land code and contain single family residences. To the North of the subject property is an existing modular home use, with Town Residential Lands-5 Future Land Use and R-5 zoning. To the west of the subject property is agricultural lands under a future land use designation of Residential Lands-5 and Planned Unit Development (PUD) zoning. To the South of the subject property is an existing commercial property under the same ownership of the subject property.

The Land Use Matrix below outlines the existing and proposed Future Land Use and zoning of the subject property and the adjacent properties. The proposed Future Land Use and Zoning Maps are also provided for reference.

Land Use Matrix

Northwest	North	Northeast
FLU: Town Residential Lands-5 **ZONING**: PUD **EXISTING USE:** Agricultural	**FLU: Town Residential Lands-5** **ZONING**: R-5 **EXISTING USE:** Modular Home	**FLU: Town Residential Lands-5** **ZONING**: R-5 **EXISTING USE:** Vacant Residential
West	**Subject Property**	**East**
FLU: Town Residential Lands-5	**EXISTING FLU:** Residential Lands – 5	**FLU: A/RR (Polk County)**

ZONING: PUD **EXISTING USE:** Agricultural	**PROPOSED FLU:** Town C/S **EXISTING ZONING:** Town R5 **PROPOSED ZONING:** Town C-1 **EXISTING USE:** Vacant	**ZONING**: N/A **EXISTING USE:** SFR
Southwest	**South**	**Southeast**
FLU: Town Agricultural Lands **ZONING**: C-1 **EXISTING USE:** Agricultural	**FLU:** Industrial-Light **ZONING**: M-1 **EXISTING USE:** Commercial	**FLU: A/RR (Polk County)** **ZONING**: N/A **EXISTING USE:** SFR

Public Facilities and Services Analysis:

The following is a summary analysis of the potential impacts on existing public facilities and services.

Potable Water

At this time, the Town can provide potable water for the development. A water line exists along Detour Road. This system currently has sufficient capacity to accommodate the proposed land use change. This statement is not intended to assert that this capacity will be reserved for proposed development on the subject parcel. The town will evaluate the point of connection when the applicant requests potable water service and a point of connection through development review. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Sanitary Sewer

At this time, the Town cannot provide sanitary sewer for the development.

Transportation/Traffic:

The subject property has access to Detour Road to the East, which is maintained by the Town. At this time, a traffic study was not conducted. When specific uses are identified, during a construction plan review, a traffic study will be provided and reviewed.

Trip generation rates for the proposed use for the site using ITE code 12th edition, anticipates the generation 31 Trips ADT's and 4 peak hr trips. However, the proposed land use could result in a higher generation of trips depending on the final development. A traffic study will take place at the time construction plans are submitted for review.

Schools

The proposed commercial will not impact Polk County schools.

Recreation/Open Space:

There are no requirements for commercial to provide recreation/open space.

Emergency Services:

Emergency services for both City and County-operated facilities are all in close proximity to the subject property. Police, fire, and EMS are located within a 3-mile radius (by car) and travel time without sirens is 6 minutes or less.

- Polk County Fire Rescue – 1.1 Miles ~ 5 minutes
- Lake Hamilton Police Department – 1.1 Miles ~ 5 minutes
- Winter Haven Hospital Emergency Room – 9 miles ~ 22 minutes
- Heart of Florida Davenport Emergency Room – 11.9 miles – 25 minutes

Environmental:

The site does not include wetland or floodplains. The applicant has provided an Environmental Assessment Report for review. No noteworthy observations were identified.

Recommendation:

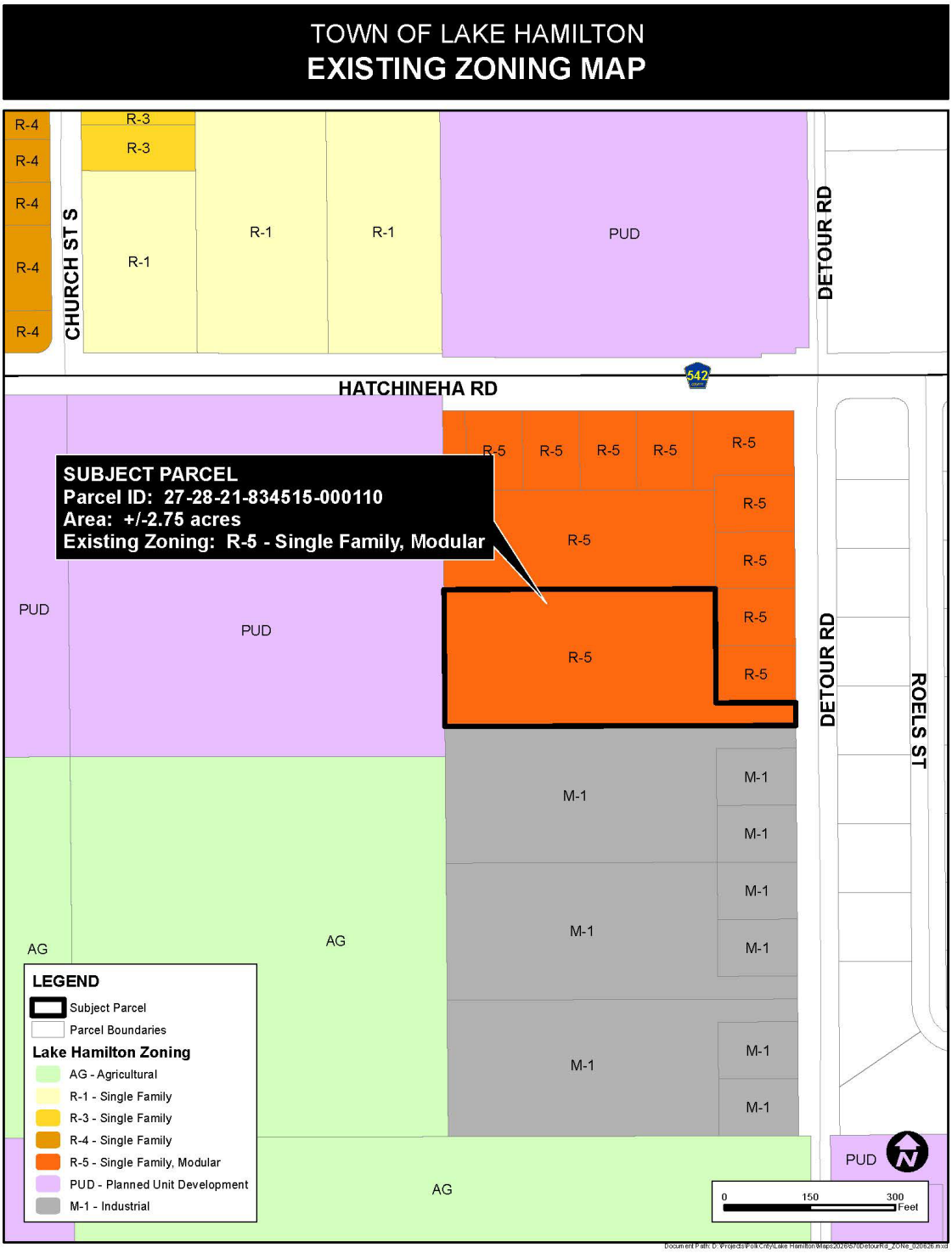
Town Council may consider the request and approve or deny it based on whether it is consistent with the Comprehensive Plan and compatible with the surrounding area.

At the September 9th, 2026 meeting of the Lake Hamilton Planning Commission, it was recommended that the Town Council approve this request.

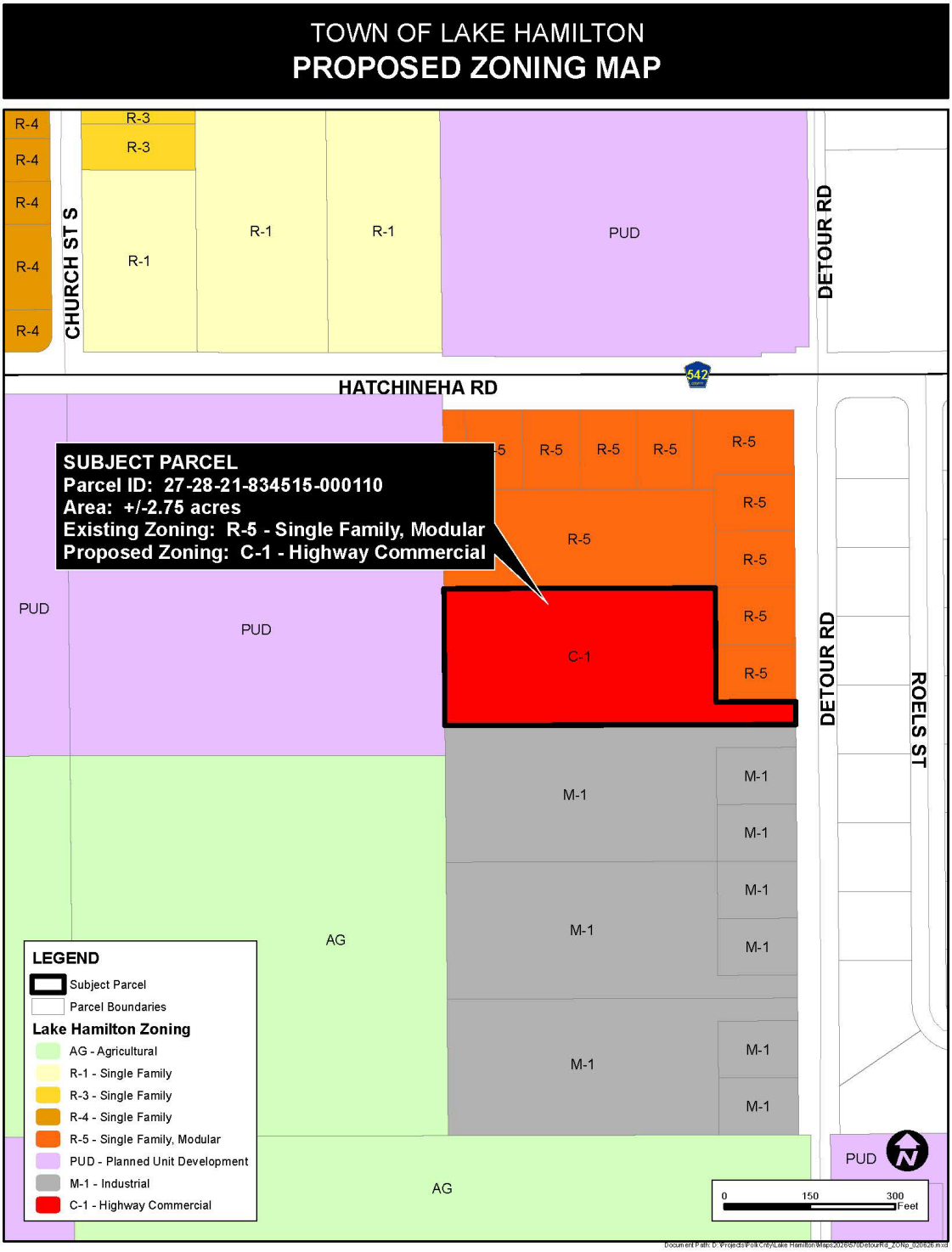
AERIAL MAP
LAKE HAMILTON SELF PARK & STORAGE



EXISTING Zoning Map
LAKE HAMILTON SELF PARK & STORAGE



PROPOSED Zoning Map
LAKE HAMILTON SELF PARK & STORAGE



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jonah Katz, CD Director

AGENDA ITEM:

Public Hearing and First Reading of Ordinance O-2026-XX: AN APPLICANT-INITIATED REQUEST AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON FOR A 4 +/- ACRE PARCEL OF LAND LOCATED ON THE EAST SIDE OF ROBERTS ROAD 1245 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD (PARCEL ID NUMBERS 272808-821701-000100 AND PART OF 272808-821701-000011) FROM AGRICULTURE LANDS AND CONSERVATION TO INDUSTRIAL-LIGHT; AND TRANSMITTING SAID AMENDMENT TO THE FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR REPEALS; PROVIDING FOR CODIFICATION; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: The applicant is requesting a comprehensive plan amendment to change the future land use map classification from Agricultural Lands and Conservation to Industrial-Light. The applicant has a companion rezoning request for the same area, requesting a change from Agricultural (AG) and Conservation (CON) to M-1 Industrial Zoning District. The attached staff report provides and analysis of the request. The Town Planning Commission at their meeting held on October 21, 2026 recommended to Town Council to approve this request based on its consistency with the Town Comprehensive Plan and its compatibility with the surrounding area.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):
Ordinance O-2026-XX - Land Use PinnacleExpansion_1122026.pdf
Pinnacle Expansion Industrial FLU Staff Report_TOWNCOUNCIL.pdf
Pinnacle Environmental Report rev 9-17-26.pdf

ORDINANCE O-2026-XX

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURE – AG AND CONSERVATION – CON TO INDUSTRIAL-LIGHT FOR A 4 +/- ACRE PARCEL OF LAND LOCATED ON THE EAST SIDE OF ROBERTS ROAD 1245 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD; AND TRANSMITTING SAID AMENDMENT TO THE FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FO RREPEALS; PROVIDING FOR CODIFICATION; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIBENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 through 163.3215, Florida Statutes, empowers local governments to adopt and amend comprehensive plans, or elements or portions thereof, to guide their future development and growth; and

WHEREAS, in exercise of its authority the Town Council has determined it necessary to adopt amendments to the Town's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Council has held meetings and hearings on **Ordinance O-2026-XX**, the amendment to the Comprehensive Plan and made a part hereof; and the meetings were advertised and held with due public notice to obtain public comment; and having considered written and oral comments received during public hearings, find the amendment complete and appropriate to the needs of the Town.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The provisions set forth in the recitals of this Ordinance (whereas clauses) are hereby adopted by the Town Council as legislative findings and intent of the Ordinance.

SECTION 2. AMENDMENT TO THE COMPREHENSIVE PLAN. The Town of Lake Hamilton Comprehensive Plan, Future Land Use Map is hereby amended as set forth in Exhibit "A".

SECTION 3. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. COPY OF ORDINANCE ON FILE. A copy of this Ordinance shall be kept on file in the office of the Lake Hamilton Town Clerk.

SECTION 5. CONFLICTS WITH OTHER ORDINANCES. That portion of any Ordinance which may be in conflict with this Ordinance is hereby repealed with the adoption of this Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Council enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 7. INCORPORATION INTO COMPREHENSIVE PLAN. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Administrator or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

INTRODUCED and PASSED on first reading this 10th day of November, 2026.
PASSED and ADOPTED on second reading this ____ day of _____, 2026.

TOWN OF LAKE HAMILTON, FLORIDA

_____

PHYLLIS HALL, MAYOR

ATTEST:

_____

JAQUELINE BORJA, TOWN CLERK

Approved as to form:

_____

ANTHONY SABITINI, ESQ., TOWN ATTORNEY

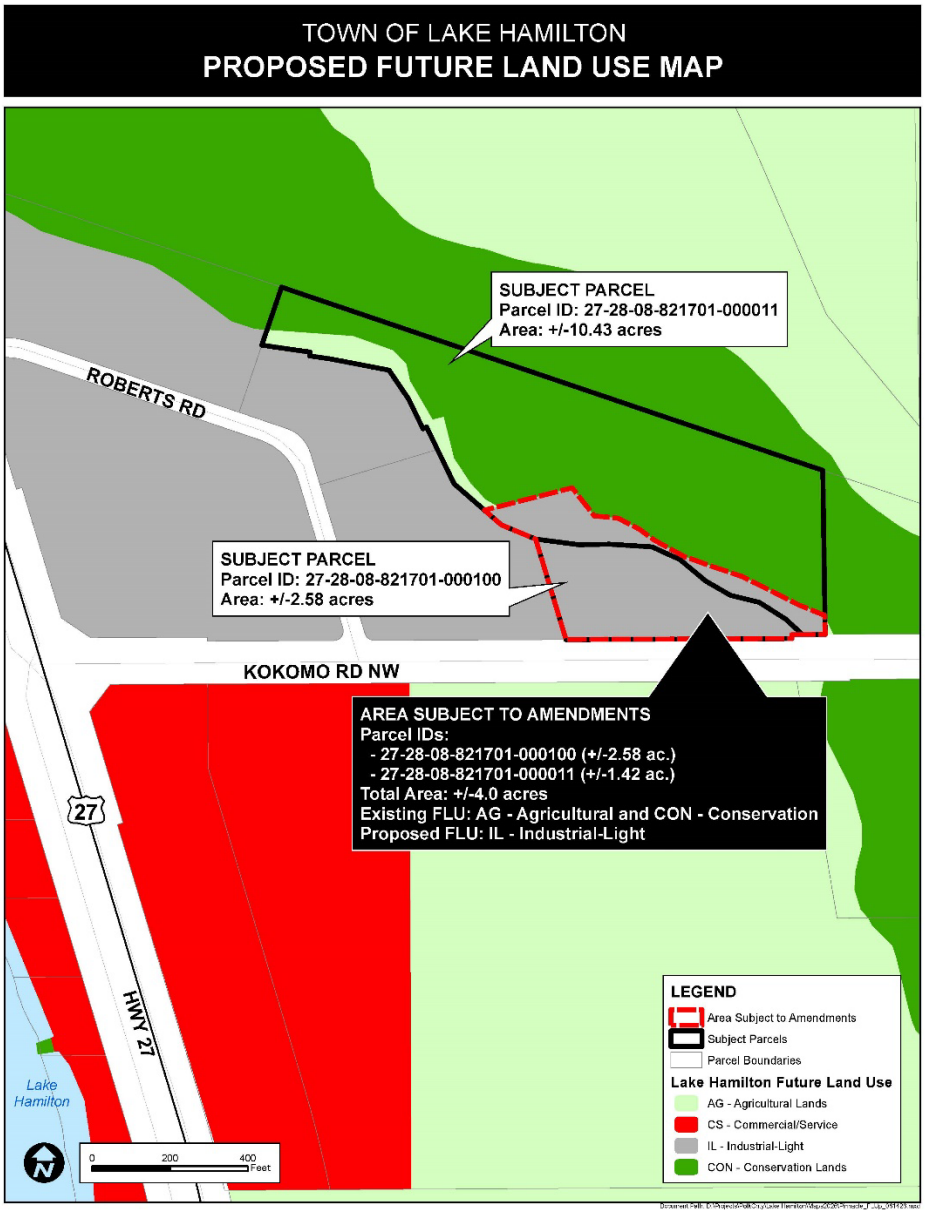
Record of Vote	Yes	No
Ortega		
Mathis		
Demanche		
Hall		
Collier		

Map A

Legal Descriptions: Roberts Industrial Park Plat Book 117 Page 11, Lot 10 and Part of Lot 1

Parcel ID Numbers: 272808-821701-000100 and Part of 272808-821701-000011

Future Land Use Map Amendment:



Town of Lake Hamilton

FLU Staff Report

November 10, 2026

TO: LAKE HAMILTON TOWN COUNCIL

FROM: **Community Development**

SUBJECT: **FUTURE LAND USE MAP AMENDMENT**

Ordinance 2026-xx: An applicant-initiated amendment to the Future Land Use Map of the Town of Lake Hamilton specifically changing the Future Land Use Map designation for a parcel and a portion of a parcel that totals approximately 4 +/- acres, generally located along the east side of Roberts Road, approximately 1245 ft. east of the intersection of US 27 and Kokomo Road (parcel 272808-821701-000100 and a portion of parcel 272808-821701-000011, from Agricultural Lands (AG) – Conservation (CV) to Industrial-Light (I-L).

AGENDA & HEARING DATES:

Planning Commission Meeting: Wednesday, Oct. 21st, 2026; 5:30 PM
Anticipated Town Council Meeting (First Reading): November 10th; 6:00 PM
Anticipated Town Council Meeting (Second Reading): December 1st; 6:00PM

Attachments

Location Map Aerial Photo | Existing Future Land Use Map | Proposed Future Land Use Map | Ordinance 2026-xx Pinnacle Express Future Land Use

Overview:

APPLICATIONS	
Owner	Winterset Partners, LLC and Pinnacle Express, Inc.
Agent	Carter and Kaye Engineering, LLC
Property Size	± 4 acres
Property Location	Generally located along the east side of Roberts Road, approximately 1245 ft. east of US 27 and Kokomo Rd intersection
Parcel ID	272808-821701-000100 and portion of parcel 272817-000000-000011
Future Land Use: Existing	Town Agricultural Lands (AG) and Town Conservation (CON)
Future Land Use: Proposed	Town Industrial Light (I-L)

BACKGROUND AND REASON FOR REQUEST:

The applicant is requesting a Future Land Use change from Town Agricultural Lands (AG) and a portion of Town Conservation Lands to Town Industrial Light. The applicant has a companion rezoning application requesting Light Industrial (M-1) to expand a facility. Descriptions for both the existing and proposed Future Land Use are provided as follows:

Town of Lake Hamilton Comprehensive Plan, Future Land Use Element, Policy

Existing Future Land Use:

Policy 1.2.2: Agriculture Lands (AG)

a) **Purpose:**
The primary functions of Agricultural Lands, as designated on the Future Land Use Map, shall be to protect and encourage areas which have a long-term agricultural character, while providing for low density residential use, and to protect unique native habitats and maintain open space.

b) **Range of Potential Uses:**
Citrus groves, farms, ranches, agro-industrial uses, agricultural service establishments, agriculturally compatible residential uses, rural residential uses, mining, transmission towers, wells and storage tanks.

c) **Range of Potential Density/Intensity:**
The maximum gross residential density is 0.2 dwelling units per acre and the maximum floor area ratio for non-residential development

Policy 1.2.12: Conservation Lands (CV)

a) **Purpose:**
Identification of areas which have natural resources of unique value and which may be considered as wetlands or environmentally sensitive lands.

b) **Range of Potential Uses**:
Any use which has the primary purpose of protecting natural resources, including passive recreational use.

c) **Range of Potential Density/Intensity:**
Structures within the CV land use category shall be limited to docks and boardwalks, storage buildings or tools and equipment needed to maintain the area, and other accessory structures supportive of recreation activities. The maximum floor area ratio for shall not exceed 0.05.

Proposed Future Land Use:

1.2.9: Industrial Light (I-L)

a) **Purpose:**
Identification of areas which are established for light industrial and other employment-oriented uses. Also, to prohibit residential development from these areas so as to avoid adverse impacts, and to provide locations for intensive commercial development not suited for other land use categories due to the potential for adverse impact upon adjacent residential areas.

b) **Range of Potential Uses:**
Light industrial uses, offices, research/corporate uses, warehouse distribution uses intensive commercial uses, wholesale commercial uses, service uses, and public or semipublic uses.

c) Range of Potential Density/Intensity:
The maximum floor area ratio for non-residential development shall not exceed 0.6.

COMPREHENSIVE PLAN COMPATIBILITY:

OBJECTIVE 6.1 (Future Land Use Element): PERMIT THE ESTABLISHMENT OF NEW INDUSTRIAL USES WHICH WILL BE CONSISTENT WITH THE CHARACTER OF THE TOWN AS A LOW-DENSITY RESIDENTIAL COMMUNITY.

Policy 6.1.4: Utilize zoning regulations to provide for the location of industrial development in areas immediately served by arterial or secondary arterial roads to avoid the intrusion of industrial traffic into nonindustrial areas.
Policy 6.1.6: Utilize zoning regulations to facilitate the enlargement and improvement of existing industrial areas to accommodate new industrial development.

This request can be considered to meet Polices 6.1.4 and 6.1.6.

Additional considerations of this proposal's compatibility with the Comprehensive Plan can be made under the following section:

OBJECTIVE 2 (Conservation Element): THE TOWN SHALL INCLUDE IN ITS LAND DEVELOPMENT REGULATIONS, DEVELOPMENT STANDARDS AND MITIGATION PROCEDURES TO CONSERVE, APPROPRIATELY USE, AND PROTECT THE NATURAL FUNCTION OF FLOODPLAINS AND WETLANDS AND TO PROTECT CONSERVATION WETLANDS AND ENVIRONMENTALLY-SENSITIVE AREAS WITHIN THE TOWN.

Table 1 includes the density/intensity for the amendment to the Future Land Use Map request for the property, the potential change could result in a potential increase of 243,000 sq.ft of non-residential.

Table 1:
Analysis of Impacts from Proposed Future Land Use Map Amendment

	Existing FLU: Agricultural Lands and Conservation Lands (CV) (4+/-acres)	**Proposed FLU: Industrial Light (I-L) (4+/- acres)**
Density/Intensity	1 du/ac No Commercial	FAR 0.5
Density Potential	2 dwellings	67,553.72 sq ft of non-residential
Difference	No commercial	No residential

The proposed Future Land Use can be considered compatible with the Comprehensive Plan conditions and can be considered compatible with the surrounding area based on the Future Land Uses assigned to nearby properties within the Town limits. More information is available in the Land Use Analysis located below:

Land Use Analysis:

The subject property is surrounded by properties within the incorporated Town limits, which has been assigned Town Industrial (M-1) to the west. A FLU application to Industrial Light (I-L) has been submitted. Town Agricultural Lands (AG) across Kokomo Rd. and to the east is conservation (CON).

The property to the north is vacant conservation property, zoned CON. To the South is vacant agricultural property, zoned AG. To the West is vacant property, zoned CON with a portion of the property incorporated in the FLU application.

The Land Use Matrix below outlines the existing and proposed Future Land Use and zoning of the subject property and the adjacent properties. The proposed Future Land Use and Zoning Maps are also provided for reference

Land Use Matrix

Northwest	North	Northeast
FLU:Town Conservation (CV) **ZONING**: Conservation **EXISTING USE:** vacant	**FLU: Town Conservation (CV)** **ZONING**: Conservation **EXISTING USE:** vacant	**FLU: Town Conservation (CV)** **ZONING**: Conservation **EXISTING USE:** vacant
West	**Subject Property**	**East**
FLU: Industrial Light **ZONING**: M-1 **EXISTING USE:** warehouses	**EXISTING FLU:** Agricultural **PROPOSED FLU:** Town I-L **EXISTING ZONING:** Town AG **PROPOSED ZONING:** Town M-1 (see companion application) **EXISTING USE:** Vacant	**FLU:** Conservation **ZONING**: CON **EXISTING USE:** Vacant
Southwest	**South**	**Southeast**
FLU: Agricultural **ZONING**: AG **EXISTING USE:** Vacant	**FLU:** Agricultural **ZONING**: AG **EXISTING USE:** Vacant	**FLU:** Conservation **ZONING**: CON **EXISTING USE:** Vacant

Public Facilities and Services Analysis:

The following is a summary analysis of the potential impacts on existing public facilities and services.

Potable Water

At this time, the Town can provide potable water for the development. An 8" water line exists along the north side of Kokomo Rd. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Sanitary Sewer

At this time, the Town cannot provide sanitary sewer for the development. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Transportation/Traffic:

The subject property has access to Kokomo Rd. to the South, which is maintained by the Town maintained. At this time, a traffic study was not conducted. When specific

uses are identified, during a construction plan review, a traffic study will be provided and reviewed.

Trip generation rates using ITE code 150, 11th edition, anticipated to generate 27.6 ADT's and 3 peak hr. trips. Please note that this property will be developed in conjunction with the adjacent property to the West and will require a major traffic study at the time of construction plans are submitted for review.

Schools

The proposed commercial will not impact Polk County schools.

Recreation/Open Space:

There are no requirements for Industrial Light to provide recreation/open space.

Emergency Services:

Emergency services for both City and County-operated facilities are all in close proximity to the subject property. Police, fire, and EMS are located within a 3-mile radius (by car) and travel time without sirens is 6 minutes or less.

- Polk County Fire Rescue – 1.5 Miles ~ 4 minutes
- Lake Hamilton Police Department – 1.5 Miles ~ 4 minutes
- Winter Haven Hospital Emergency Room – 9.9 miles ~ 22 minutes
- Lakeland Regional Hospital Emergency Room – 35.6 miles ~ 50 minutes

Environmental:

The portion of the site does include wetland or floodplains. The applicant has provided an Environmental Assessment Report for review. No noteworthy observations were identified.

Recommendation:

The proposed land use change is for a designation of industrial future land use, impacting one property currently designated Town Agricultural Lands (AG) and a small portion of another property designated Conversation Land (CV). Historical research into the Comprehensive Plan has found that this portion of the Conservation Land area was delineated in 2011 and was based on existing wetland maps at the time. Final exhibits from the applicant show that approximately .11 acres of lands designated Conversation Land (CV) Future Land Use are being proposed to be changed to Industrial-Light (I-L).

The applicant has stated that 3.0 acres of the subject area will be developed and the remaining portions of the subject area will consist of wetlands, stormwater facilities, required buffers, open and other undeveloped areas necessary to support their project while protecting environmentally sensitive resources. Specific environmental mitigation measures will be fully addressed through

later stages of site plan review.

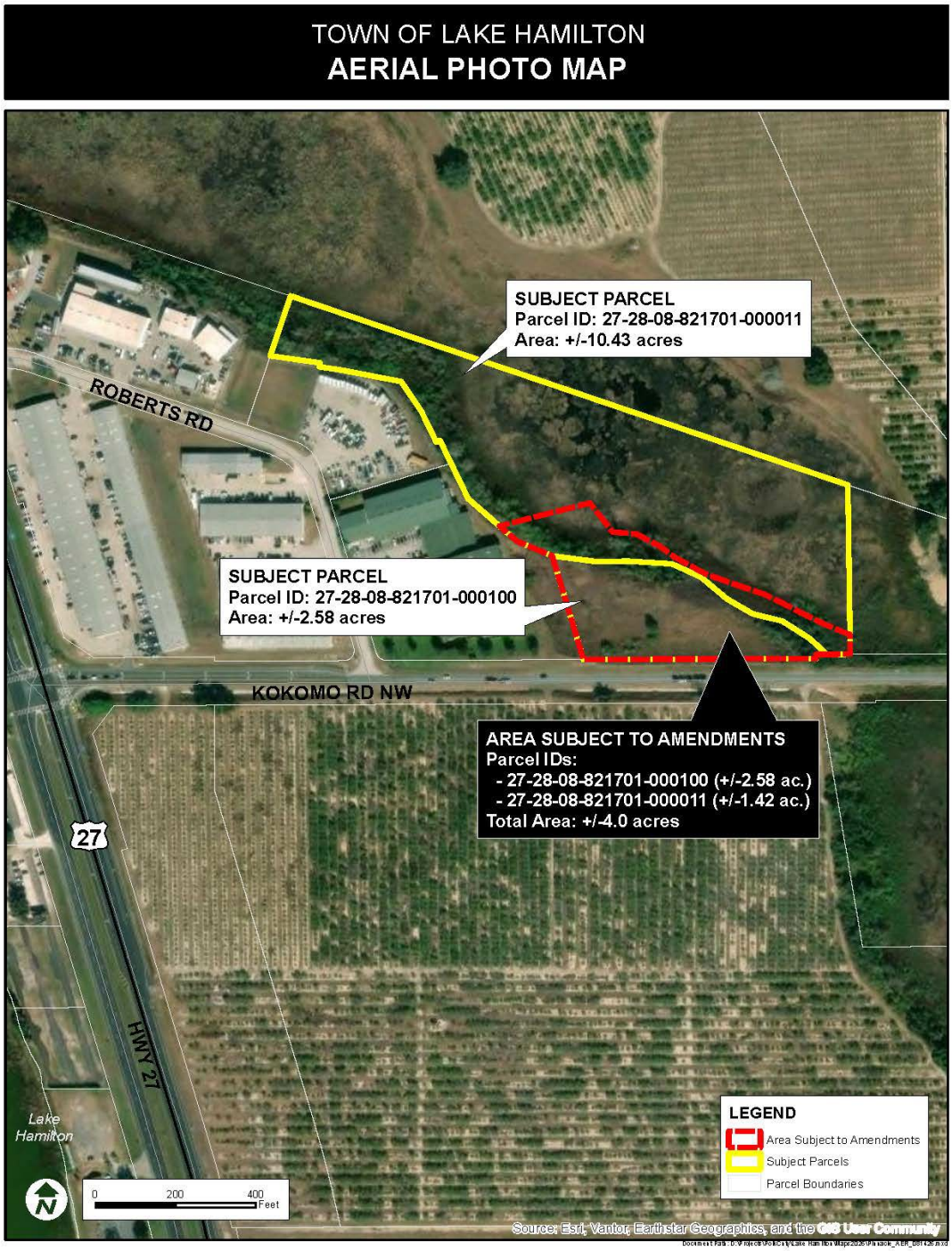
Staff also notes that the subject area contains two parcels that are under different current ownership. Clarification will be needed on future plans of the subject area to be under complete single ownership, to allow for consistent land use, zoning, and site plan review through the construction of the project and the maintenance of the proposed environmental buffers.

Staff notes that a future land use and zoning request submitted by the applicant will convert .55 acres of land currently designated future land use Agriculture (AG) to a Conservation (CON) future land use designation. If approved along with this request, there will be more conservation lands created than what will be changed to industrial in the two subject parcels.

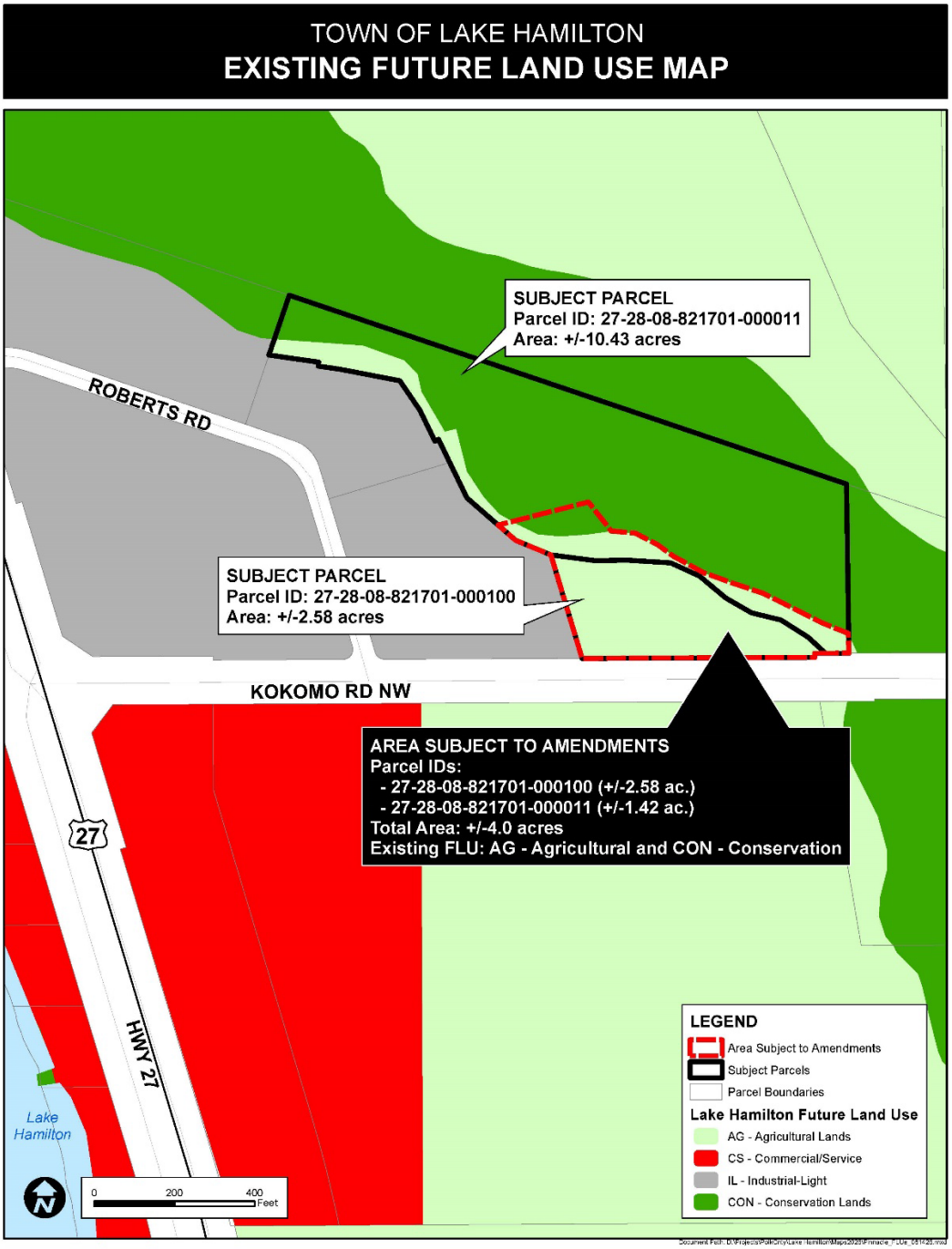
Council may consider the request and make an approval or denial of the proposed change in consideration of whether it is consistent with the Comprehensive Plan and any approved amendments to the Future Land Use of the subject area, as well as its compatibility with the surrounding area.

At the October 21, 2026 Lake Hamilton Planning Commission meeting, it was recommended that Town Council approve this request.

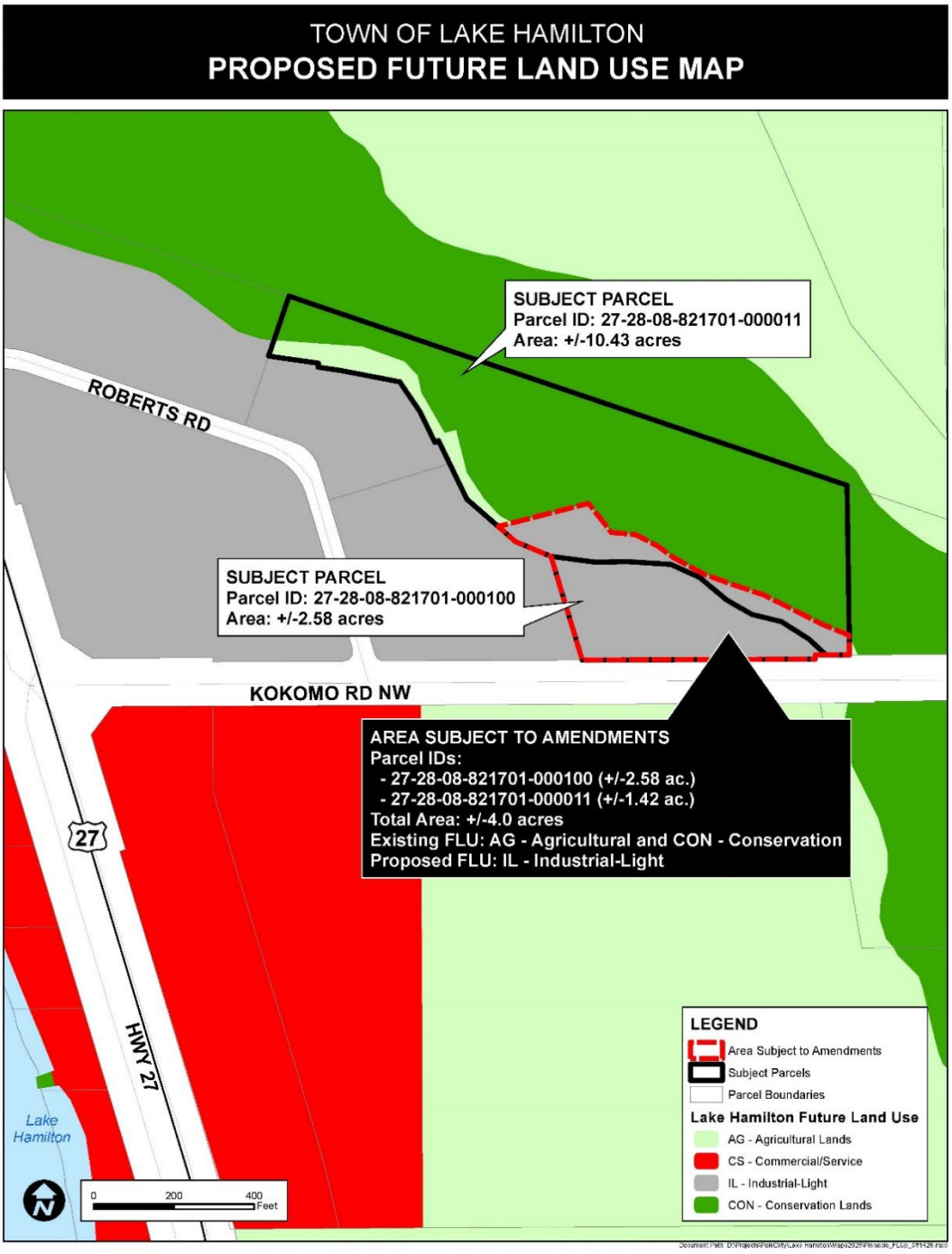
AERIAL MAP
Pinnacle Express FLU Amendment Subject Area



EXISTING FLU
KOKOMO GROVE COMMERCIAL



PROPOSED FLU
KOKOMO GROVE COMMERCIAL



Land Resource Consultants, LLC

251 East Park Avenue, Lake Wales, Florida 33853
OrangeGroveKid@gmail.com, 863-978-3856

September 17, 2026

CarterKaye Engineering
c/o Kriss Kaye
137 5th Street NW
Winter Haven, FL 33801
Via Email: kriss@carterkaye.com

RE: Environmental Assessment for Pinnacle Sales Group (LR26005)
901 Roberts Road, Lake Hamilton
Parcels #272808-821701-000100 & 272808-821701-000090

Dear Kriss,

Pursuant to your request, a senior scientist with Land Resource Consultants, LLC (Land Resource) recently evaluated the above-referenced property for the existence of native ecological habitats and potential utilization by state and/or federally protected wildlife species. The site appears to provide only very limited, potentially suitable habitat for protected wildlife. No protected species or habitats were identified in database searches or observed on the property, and the property contains no agency-designated critical habitats for protected species. Please refer to the enclosed map series and agency reports.

The subject property is comprised of two legal parcels and a small portion of a third parcel, totaling more than 13 acres. A majority of the land is wetland. It lies 0.25 miles east of U.S. Highway 27 on the north side of Kokomo Road (S.R. 546 E) in Lake Hamilton, Florida. The proposed eastward expansion of the existing Pinnacle facility involves a few acres fronting on Kokomo Road. The property and vicinity has a long history of disturbance. Citrus cultivation predates 1941, which included destruction of all native upland habitats. In the late 1990's, clearing for development of the existing commercial / industrial park stretched from the subject property west to Highway 27. All on-site uplands were cleared to bare sand and the disturbance appears to have stretched down hill to, or possibly in, the adjacent wetlands.

The enclosed FLUCCS map (Map series, Sheet 5) depicts the uplands and wetlands in the proposed development area. Open Land (190) is a land use code commonly applied to upland disturbed areas. Upland vegetation on site reflects this designation, including a mix of vegetation dominated by nuisance / exotic species. Observed upland vegetation includes the following:

Chinaberry tree (*Melia azedarach*), Brazilian pepper (*Schinus terebinthifolia*), red maple (*Acer rubrum*), laurel oak (*Quercus laurifolia*), cabbage palm (*Sabal palmetto*), persimmon (*Diospyros virginiana*), groundsel tree (*Baccharis halimfolia*), blackberry (*Rubus* sp.), cogon grass (*Imperata cylindrica*), guinea grass (*Megathyrsus maximus*), johnsongrass (*Sorghum halepense*), ragweed (*Ambrosia artemisiifolia*), and pokeweed (*Phytolacca americana*). Chest-high and dense, exotic cogon grass consumes an estimated 70% of the uplands. A more forested area at

the extreme east end of the site contains more live oak (*Quercus virginiana*) and cherry laurel (*Prunus caroliniana*).

Wetlands on site include a larger Freshwater Marsh (641), separated from the upland by a thin transition area characterized as Wet Prairie (643). The Wet Prairie is of poor quality and has clearly been disturbed historically. Wetland species include:

red maple (*Acer rubrum*), Carolina willow (*Salix caroliniana*), Brazilian pepper (*Schinus terebinthifolia*), primrose willow (*Ludwigia* sp.), Virginia chainfern (*Woodwardia virginica*), pickerelweed (*Pontederia cordata*), duck potato (*Sagittaria lancifolia*), and grapevine (*Vitus* sp.).

Certain wildlife species are protected under the authority of the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service (FWS). Our scope of work included a review of any protected species or suitable species' habitats that exist on or near the subject property. The site appears to provide only limited, potentially suitable habitat for protected wildlife. With the exception of the gopher tortoise (*Gopherus polyphemus*), no protected species or habitats were identified in database searches or observed on the property. The property contains no agency-designated critical habitats for protected species and it is not adjacent to any Federal, State, or County wildlife management areas, parks, preserves or reserves.

According to Florida Fish and Wildlife Conservation Commission (FWC) criteria, on-site uplands represent suitable gopher tortoise habitat. During our site review, we observed no gopher tortoises or their burrows. The dense cogon grass makes their presence very unlikely. Nonetheless, a survey for this state-listed species on 100% of the property must be conducted by an Authorized Gopher Tortoise Agent within 90 days prior to commencing development activities. FWC requires any burrows or tortoises to be properly removed before development can begin subsequent to agency oversight, i.e. permitting.

Aside from the potential gopher tortoise presence, our on-site review of the property did not reveal any other protected species or their habitats. Additional review of published mapping and FWC, U.S. Fish and Wildlife Service (FWS), and Florida Natural Areas Inventory (FNAI) databases did not reveal any species concerns. Related FNAI and IPAC reports are enclosed, providing an inventory of species known to occur in the region. FWC maps the nearest bald eagle nest 0.75 miles away, too far to impact the development. No nesting, loafing, roosting, burrowing, or denning was observed on site and it is not anticipated that any significant wildlife utilization occurs that would impede development of the site.

Based upon our preliminary review of the proposed development plan, it appears unlikely that upland disturbance will negatively effect wildlife as no native habitat has existed on site for decades. Regarding potential jurisdictional wetland impacts, the development must comply with SWFWMD and FWC environmental regulations. That includes a rigorous mitigation plan to compensate for any wetland loss. At the agency's discretion, such a plan could include wetland enhancement adjacent to remaining wetlands as part of flood impact compensation. Likewise,

aesthetic improvements could be made to elevate agency stormwater pond requirements. As plans progress, we anticipate multiple opportunities to improve wetland-adjacent areas.

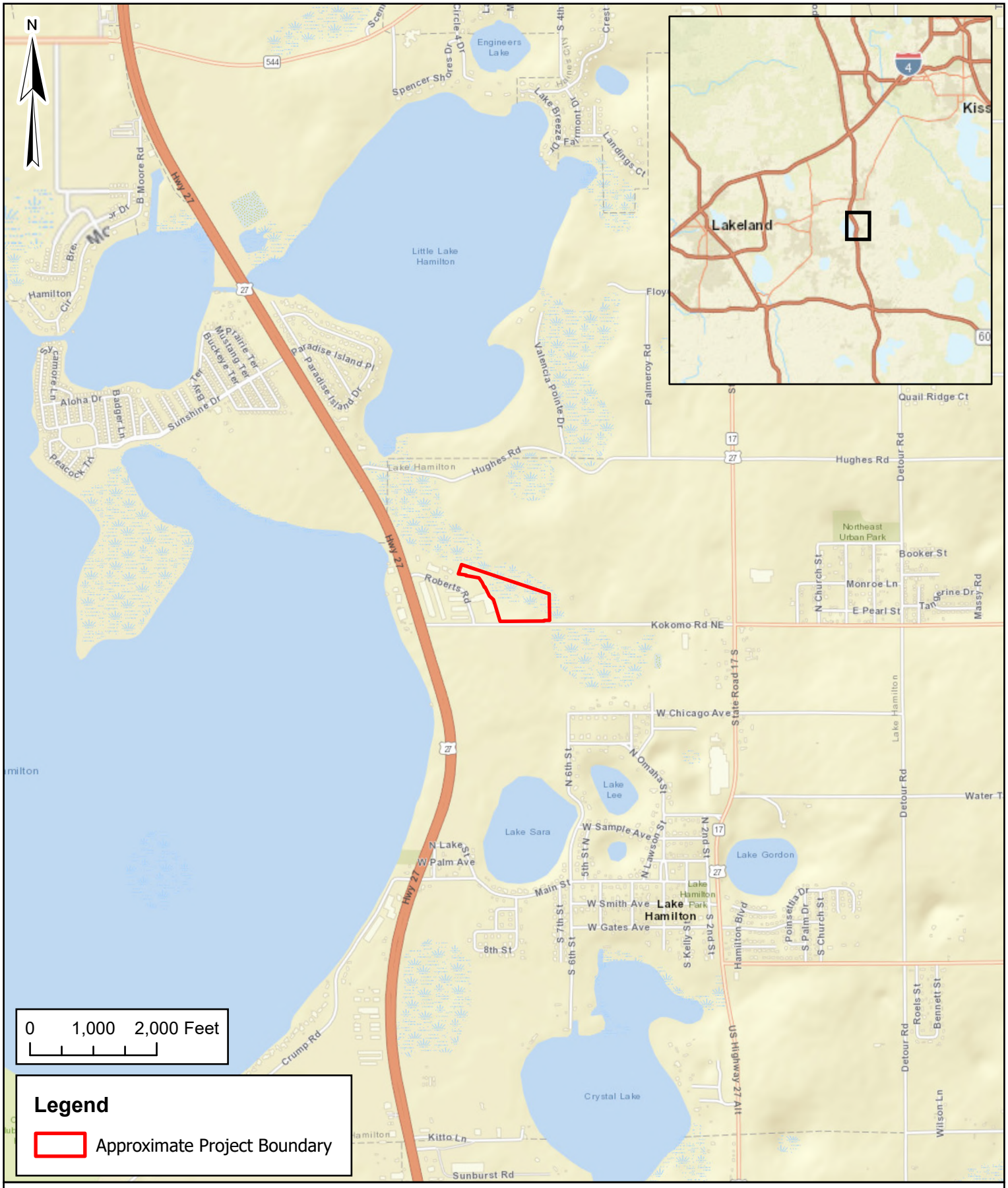
We hope this information is useful and sufficient to address any natural resource concerns. If we can provide additional clarification or information, please do not hesitate to contact me.

Sincerely,

J. Reid Hardman

J. Reid Hardman
Principal, Land Resource Consultants, LLC
Senior Environmental/Soil Scientist
Authorized Gopher Tortoise Agent

Enclosures:
Map Series – Location, Topographic, Soils, NWI, FLUCCS
FNAI Biodiversity Matrix Query Results
USFWS IPAC Resource List



Client:	Pinnacle Sales Group	TRS:	Sec: 8 Twp: 28S Rng: 27E
Project:	901 Roberts Road Warehouse Expansion	Scale:	1" = 2000'
Location:	Polk County, Florida	Date:	8/12/2026
Title:	Location Map	Drawn By:	CV
Sheet:	1	Source:	ESRI World Street Map

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Client:	Pinnacle Sales Group	TRS:	Sec: 8 Twp: 28S Rng: 27E
Project:	901 Roberts Road Warehouse Expansion	Scale:	1" = 2000'
Location:	Polk County, Florida	Date:	8/12/2026
Title:	USGS Quad Map	Drawn By:	CV
Sheet:	2	Source:	USGS Topo Maps

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Legend

Approximate Project Boundary (Total Area = 13.61 acres)

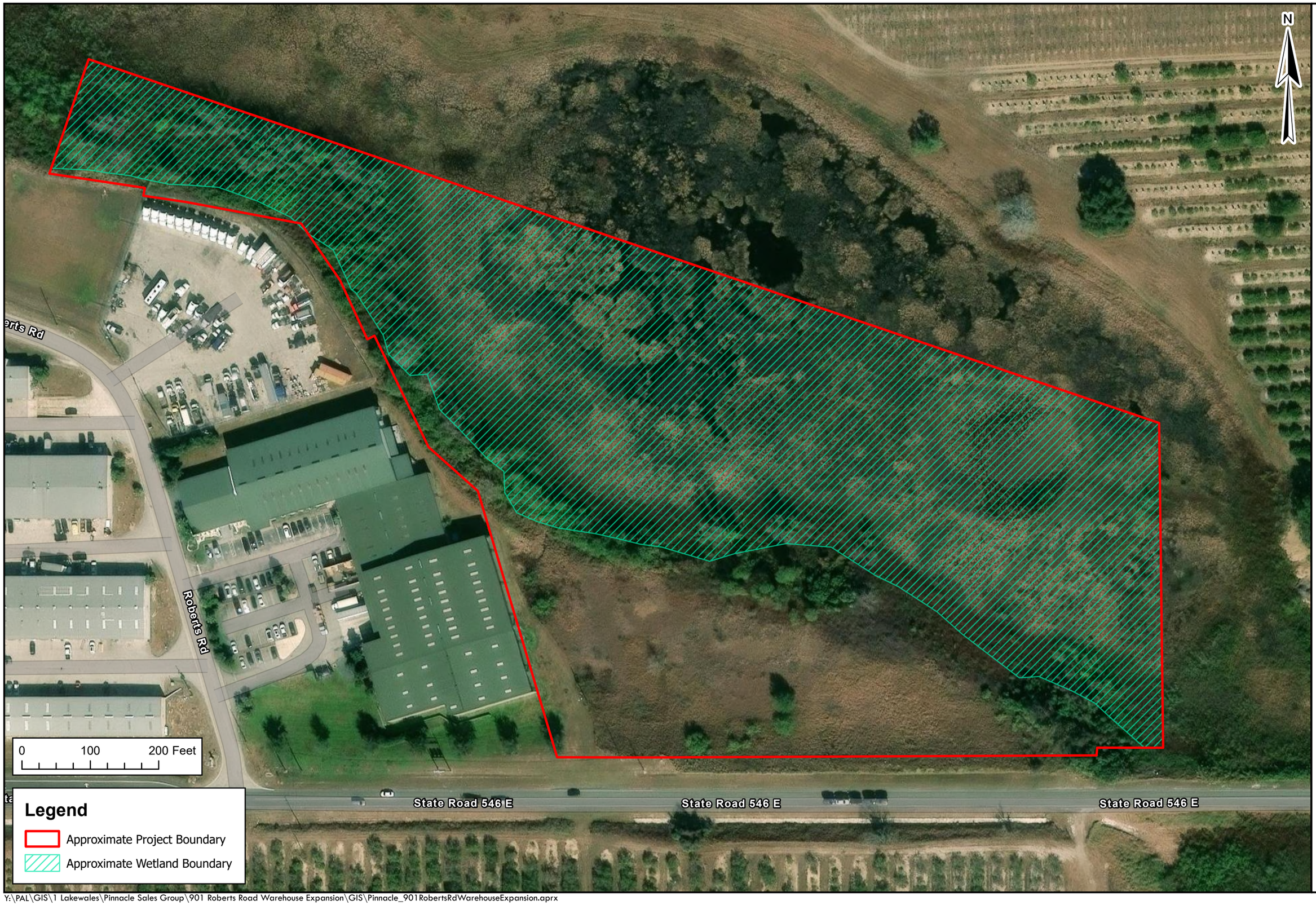
Soil Descriptions

- 3: CANDLER SAND, 0 TO 5 PERCENT SLOPES (±3.11 ac)
- 13: SAMSULA MUCK, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES (±0.15 ac)
- 17: SMYRNA AND MYAKKA FINE SANDS (±4.62 ac)
- 35: HONTOON MUCK, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES (±5.73 ac)

Client: Pinnacle Sales Group
Project: 901 Roberts Road Warehouse Expansion
Location: Polk County, Florida
Title: NRCS Soils Map
Sheet: 3

TRS: Sec: 8 Twp: 28S Rng: 27E
Scale: 1" = 125'
Date: 8/13/2026
Drawn By: CV
Source: ESRI World Imagery

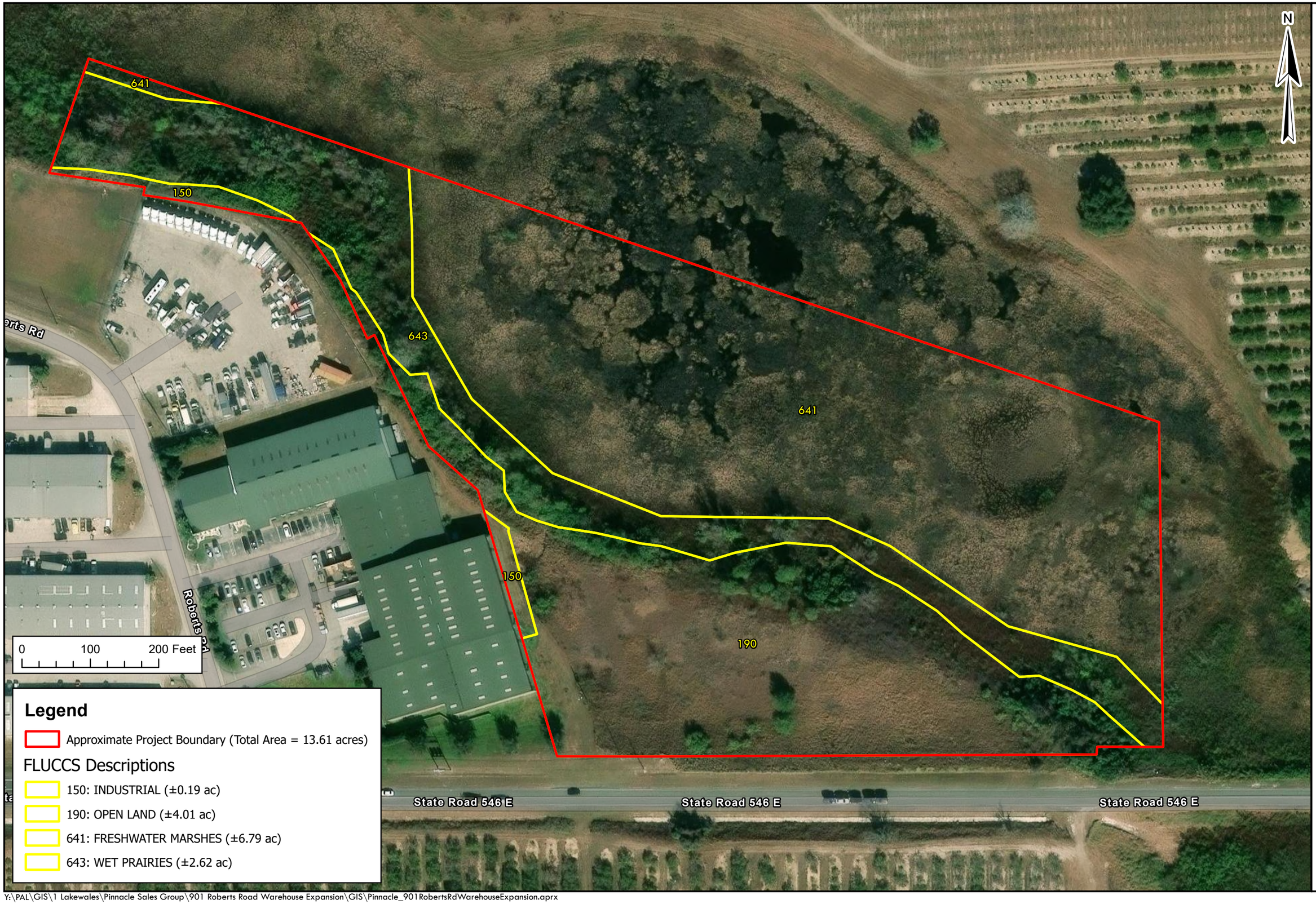
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Client: Pinnacle Sales Group
Project: 901 Roberts Road Warehouse Expansion
Location: Polk County, Florida
Title: Wetland Map
Sheet: 4

TRS: Sec: 8 Twp: 28S Rng: 27E
Scale: 1" = 125'
Date: 8/12/2026
Drawn By: CV
Source: ESRI World Imagery

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Legend

Approximate Project Boundary (Total Area = 13.61 acres)

FLUCCS Descriptions

- 150: INDUSTRIAL (±0.19 ac)
- 190: OPEN LAND (±4.01 ac)
- 641: FRESHWATER MARSHES (±6.79 ac)
- 643: WET PRAIRIES (±2.62 ac)

Client: Pinnacle Sales Group
Project: 901 Roberts Road Warehouse Expansion
Location: Polk County, Florida
Title: FLUCCS Habitat Map
Sheet: 5

TRS: Sec: 8 Twp: 28S Rng: 27E
Scale: 1" = 125'
Date: 8/13/2026
Drawn By: CV
Source: ESRI World Imagery

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1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

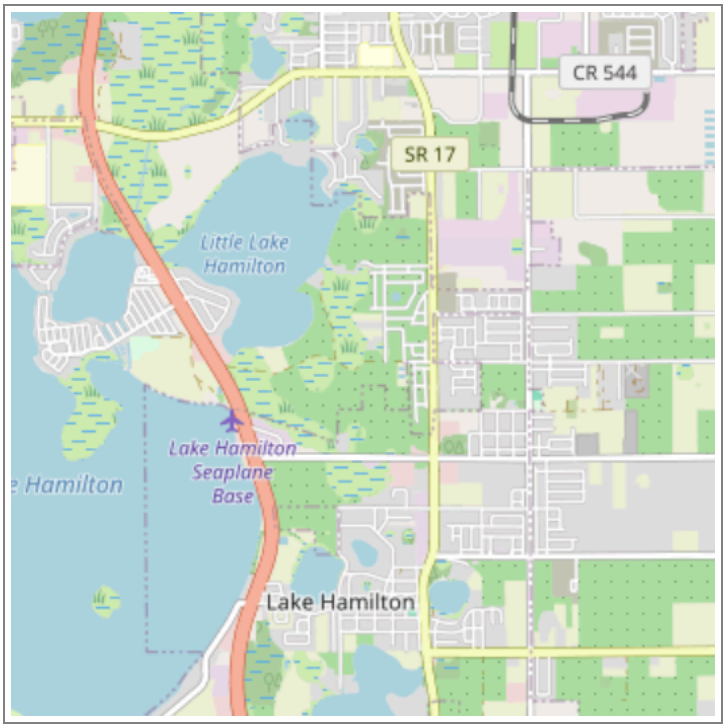
UNOFFICIAL REPORT

Created 7/28/2026

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 41780



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 41780

1 **Documented** Element Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Anomala exigua Pygmy Anomala Scarab Beetle	G1	S1	N	N

0 **Documented-Historic** Elements Found

2 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mycteria americana Wood Stork	G4	S2	T	FT
Sandhill upland lake	G3	S2	N	N

Matrix Unit ID: 41780

50 **Potential** Elements for Matrix Unit 41780

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Antigone canadensis pratensis Florida Sandhill Crane	G5T2	S2	N	ST
Athene cunicularia floridana Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora Florida bonamia	G3	S3	T	E
Calamintha ashei Ashe's savory	G3	S3	N	T
Calopogon multiflorus many-flowered grass-pink	G2G3	S2S3	N	T
Carex chapmannii Chapman's sedge	G3	S3	N	T
Centrosema arenicola sand butterfly pea	G2Q	S2	N	E
Chionanthus pygmaeus pygmy fringe tree	G2G3	S2S3	E	E
Clemmys guttata Spotted Turtle	G5	S2S3	N	N
Clitoria fragrans scrub pigeon-wing	G2G3	S2	T	E
Coelorachis tuberculosa Piedmont jointgrass	G3	S3	N	T
Coleataenia abscissa cutthroatgrass	G3	S3	N	E
Conradina brevifolia short-leaved rosemary	G2Q	S2	E	E
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Dryobates borealis Red-cockaded Woodpecker	G3	S2	E, PT	FE
Eriogonum longifolium var. gnaphalifolium scrub buckwheat	G4T3	S3	T	E
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Gymnopogon chapmanianus Chapman's skeletongrass	G3	S3	N	N
Hartwrightia floridana hartwrightia	G2	S2	N	T
Heterodon simus Southern Hognose Snake	G2	S2S3	N	N
Hypericum edisonianum Edison's ascyrum	G2G3	S2	N	E
Illicium parviflorum star anise	G2	S2	N	E
Lechea cernua nodding pinweed	G3	S3	N	T
Liatris ohlingerae Florida blazing star	G2	S2	E	E
Lithobates capito Gopher Frog	G2G3	S3	N	N
Lupinus aridorum scrub lupine	G3T1	S1	E	E
Matelea floridana Florida spiny-pod	G2	S2	N	E
Mustela frenata peninsulae Florida Long-tailed Weasel	G5T3?	S3?	N	N
Nemastylis floridana celestial lily	G2	S2	N	E

Neofiber alleni Round-tailed Muskrat	G2	S2	N	N
Nolina atopocarpa Florida beargrass	G3	S3	N	T
Nolina brittoniana Britton's beargrass	G3	S3	E	E
Paronychia chartacea var. chartacea paper-like nailwort	G3T3	S3	T	E
Peltotrupes profundus Florida Deepdigger Scarab Beetle	G3	S3	N	N
Phyllophaga elongata Elongate June Beetle	G3	S3	N	N
Phyllophaga okeechobea Diurnal Scrub June Beetle	G2	S2	N	N
Plestiodon egregius lividus Blue-tailed Mole Skink	G5T2	S2	T	FT
Podomys floridanus Florida Mouse	G3	S3	N	N
Polygala lewtonii Lewton's polygala	G2	S2	E	E
Polygonella basiramia Florida jointweed	G3	S3	E	E
Polygonella myriophylla Small's jointweed	G3	S3	E	E
Prunus geniculata scrub plum	G3	S3	E	E
Pteroglossaspis ecristata giant orchid	G2G3	S2	N	T
Rostrhamus sociabilis Snail Kite	G4G5	S2	E	FE
Salix floridana Florida willow	G2G3	S2S3	N	E
Sceloporus woodi Florida Scrub Lizard	G2G3	S2S3	N	N
Sciurus niger niger Southeastern Fox Squirrel	G5T5	S3	N	N
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N
Warea amplexifolia clasping warea	G1	S1	E	E
Warea carteri Carter's warea	G1	S1	E	E

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Polk County, Florida



Local office

Florida Ecological Services Field Office

(352) 448-9151
(772) 562-4288
fw4flesregs@fws.gov

777 37th St
Suite D-101
Vero Beach, FL 32960-3559

https://www.fws.gov/office/florida-ecological-services

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Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Florida bonneted bat Eumops floridanus Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8630	Endangered
Florida panther Puma (=Felis) concolor coryi Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1763	Endangered
Puma (=mountain lion) Puma (=Felis) concolor (all subsp. except coryi) No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6049	SAT

Birds

NAME	STATUS
Crested caracara (Audubon's) [FL DPS] Caracara plancus audubonii No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8250	Threatened

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Eastern Black rail Laterallus jamaicensis jamaicensis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477	Threatened
Everglade snail kite Rostrhamus sociabilis plumbeus Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/7713	Endangered
Whooping crane Grus americana No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/758	EXPN

Reptiles

NAME	STATUS
American alligator Alligator mississippiensis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/776	SAT
blue-tailed mole skink Eumeces egregius lividus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/2203	Threatened
Eastern indigo snake Drymarchon couperi Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/646	Threatened
Sand skink Neoseps reynoldsi Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/4094	Threatened

Insects

NAME	STATUS
Monarch butterfly Danaus plexippus Wherever found There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/9743	Proposed Threatened

Flowering Plants

NAME	STATUS
Avon Park harebells Crotalaria avonensis No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/7093	Endangered
Carter's mustard Warea carteri No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5583	Endangered
Florida ziziphus Ziziphus celata No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/2950	Endangered
Highlands scrub hypericum Hypericum cumulicola No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/2940	Endangered

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Lewton's polygala Polygala lewtonii No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6688	Endangered
Papery whitlow-wort Paronychia chartacea No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1465	Threatened
Pigeon wings Clitoria fragrans No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/991	Threatened
Pygmy fringe-tree Chionanthus pygmaeus No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1084	Endangered
Sandlace Polygonella myriophylla No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5745	Endangered
Scrub blazingstar Liatris ohlingerae No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/864	Endangered
Scrub mint Dicerandra frutescens No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/799	Endangered
Short-leaved rosemary Conradina brevifolia No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/2929	Endangered
Wireweed Polygonella basiramia No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1718	Endangered

Lichens

NAME	STATUS
Florida perforate cladonia Cladonia perforata No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/7516	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their nests, should follow appropriate regulations and implement required avoidance and minimization measures, as described in the various links on this page.

The data in this location indicates that no eagles have been observed in this area. This does not mean eagles are not present in your project area, especially if the area is difficult to survey. Please review the 'Steps to Take When No Results Are Returned' section of the Supplemental Information on Migratory Birds and Eagles document to determine if your project is in a poorly surveyed area. If it is, you

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may need to rely on other resources to determine if eagles may be present (e.g. your local FWS field office, state surveys, your own surveys).

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

Bald and Golden Eagle information is not available at this time

Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle (Bald and Golden Eagle Protection Act requirements may apply).

Proper interpretation and use of your eagle report
On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your “IPaC PROBABILITY OF PRESENCE SUMMARY” at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

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Migratory birds

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (FWS).

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

Migratory bird information is not available at this time

Migratory Bird FAQs

Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Avoidance & Minimization Measures for Birds describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the Bald and Golden Eagle Protection Act and those species marked as “Vulnerable”. See the FAQ “What are the levels of concern for migratory birds?” for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle (Bald and Golden Eagle Protection Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the Rapid Avian Information Locator (RAIL) Tool.

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your “IPaC PROBABILITY OF PRESENCE SUMMARY” at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

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1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Bald and Golden Eagle Protection Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ “Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds”.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs
Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

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Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Wetland information is not available at this time

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the NWI map to view wetlands at this location.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jonah Katz, CD Director

AGENDA ITEM: **Public Hearing and First Reading of ORDINANCE O-2026-XX:** AN APPLICANT-INITIATED REQUEST AMENDING THE ZONING CLASSIFICATION OF A 4 +/- ACRE PARCEL OF LAND (PARCEL ID #S 272808-821701-000100 AND PART OF 272808-821701-000011) GENERALLY LOCATED ON THE EAST SIDE OF ROBERTS ROAD 1245 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD FROM AGRICULTURE (AG) AND CONSERVATION (CON) TO INDUSTRIAL ZONING (M-1) INDUSTRIAL ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: The applicant is requesting to rezone from Agriculture (AG) and Conservation (CON) to Industrial Zoning (M-1). The applicant has a companion FLU application requesting a change from Agricultural Lands and Conservation Lands to Industrial-Light. The attached staff report provides an analysis of the request. Planning Commission at their October 21, 2026 meeting recommended approval of this request based on its consistency with the Town Comprehensive Plan and compatibility with the surrounding area.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):

Ordinance O-2026-XX - Rezoning IND Pinnacle _ 1132026.pdf
Pinnacle Express Industrial Zoning Staff Report_TOWNCOUNCIL_1152026.pdf
Pinnacle Environmental Report rev 9-17-26.pdf

ORDINANCE O-2026-XX

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, REZONING A 4 +/- ACRE PARCEL OF LAND LOCATED ON THE EAST SIDE OF ROBERTS ROAD 1245 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD FROM AGRICULTURE AND CONSERVATION TO M-I INDUSTRIAL ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been a request for approval of a rezoning of the property described below; and

WHEREAS, the change will further the general health, safety, and welfare and be a benefit to the Town as a whole; and

WHEREAS, the zoning change requested by the applicant is consistent with the Future Land Use Element of the Lake Hamilton Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

1. The parcel is located 1245 feet east of the intersection of Highway 27 and Kokomo Roads on the east side of Roberts Road as shown on Map "A", which is attached hereto, and consists of a total of approximately 4 +/- acres, and is described as follows:

   ROBERTS INDUSTRIAL PARK, LOTS 10 AND PART OF LOT 1, PLAT BOOK 117, PAGE 1

2. The parcel, as platted and described above, constitutes less than five percent (5%) of the municipally zoned area of the Town.

3. Said property is hereby rezoned from AG Agriculture and CON Conservation to M-1 Industrial Zoning District and the regulations of that District contained in the Land Development Code shall govern further public review and development of the property within this District with the following specific conditions:

   a. That any section, paragraph, or portion which may be deemed illegal or unconstitutional shall not affect any other section of this ordinance.

   b. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

   c. This ordinance shall take effect immediately upon adoption after second reading.

4. A certified copy of this Ordinance, as well as a copy of the Land Development Code shall be located in the Office of the Town Clerk of Lake Hamilton.

INTRODUCED and PASSED on first reading this 10th day of November, 2026.

PASSED and ADOPTED on second reading this ____ day of _____, 2026.

TOWN OF LAKE HAMILTON, FLORIDA

_____

PHYLLIS HALL, MAYOR

ATTEST:

_____

JAQUELINE BORJA, TOWN CLERK

Approved as to form:

_____

ANTHONY SABITINI, ESQ., TOWN ATTORNEY

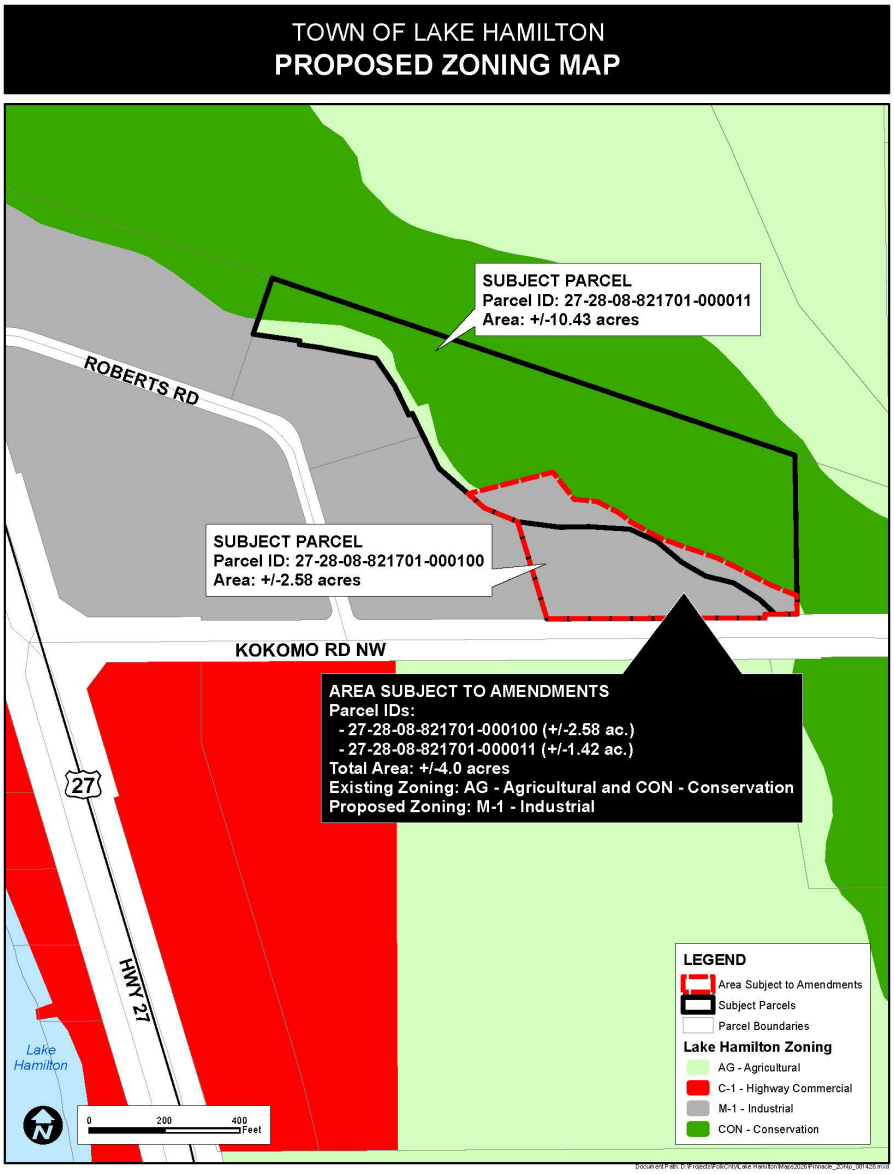
Record of Vote	**Yes**	**No**
Ortega		
Mathis		
Demanche		
Hall		
Collier		

MAP A

Legal Descriptions: Roberts Industrial Park Plat Book 117 Page 11, Lot 10 and Part of Lot 1

Parcel ID Numbers: 272808-821701-000100 and Part of 272808-821701-000011

Proposed Zoning Map:



Town of Lake Hamilton

ReZoning Staff Report

November 10, 2026

TO: LAKE HAMILTON TOWN COUNCIL

FROM: COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: **COMMERCIAL REZONING**
Ordinance 2026-xx: An applicant-initiated amendment to the Official Zoning Map of the Town of Lake Hamilton specifically changing the zoning for a parcel and a portion of a parcel of land that totals approximately 4+/- acres, generally located along the east side of Roberts Road, approximately 1245 ft. east of the intersection of US 27 and Kokomo Road (parcel 272808-821701-000100 and a portion of parcel 272801-821701-000011, from Agricultural (AG) – Conservation (CON) to Industrial (M-1).

AGENDA & HEARING DATES:
Planning Commission Meeting: Wednesday, October 21st, 2026; 5:30 PM
Anticipated Town Council Meeting (First Reading): November 10, 2026; 6:00 PM
Anticipated Town Council Meeting (Second Reading): December 1, 2026 6:00PM

Attachments
Aerial Photo | Existing Zoning Map | Proposed Zoning Map | Ordinance 2026-xx Zoning

Overview:

APPLICATIONS	
Owner	Winterset Partners, LLC and Pinnacle Express, Inc.
Agent	Carter and Kaye Engineering, LLC
Property Size	± 4 acres
Property Location	Generally located along the east side of Roberts Road, approximately 1245 ft. east of US 27 and Kokomo Rd intersection
Parcel ID	272808-821701-000100 and portion of parcel 272817-000000-000011
Zoning: Existing	Town Agricultural Lands (AG) and Town Conservation (CON)

Zoning: Proposed	Town Industrial Light (I-L)

BACKGROUND AND REASON FOR REQUEST:

The applicant is requesting to rezone from AG/CON to M-1 to facilitate the development of an expansion to an existing industrial facility. The applicant has a companion FLU application requesting Industrial Light (I-L) FLU designation. Descriptions for both the existing and proposed zoning districts are provided as follows:

Existing Agricultural (AG) Zoning District:

Sec. 16-104 Agricultural District

The AG zoning district summary was removed from the code in 2013. Per Sec. 16-103.1 (chart A-1) Design Standards, AG zoning requires a minimum 1 acre lot, minimum lot width of 200 ft., and a minimum floor area of 1,500 sq.ft, with a maximum density of 1 du / acre.

Existing Conservation (CON) District:

Sec. 16-103 – Establishment of zoning districts

The Lake Hamilton municipal code establishes Conservation (CON) as a type of zoning district but provides no further summary or guidance for land use regulation.

Staff refers to the Conservation Lands (CV) future land use designation in the Comprehensive Plan to provide guidance, which is described as follows:

a) **Purpose:**
Identification of areas which have natural resources of unique value and which may be considered as wetlands or environmentally sensitive lands.

Proposed Industrial (M-1) District:

Sec. 16-110. M-1 Industrial District.

(a) Scope, purpose and permitted uses. This section applies to the M-1 industrial district. The purpose of the M-1 Industrial district is to:

(1) Provide for industrial uses of land and buildings primarily for production, wholesaling, and storage enterprises.

(2) Establish certain criteria to promote traffic safety in such service; and

(3) Minimize any adverse effect of such industrial uses on adjoining agricultural and conservation districts.

Permitted principal uses are as provided in Table 16-103.1(A), table of land uses.

b) **Range of Potential Uses**:
Any use which has the primary purpose of protecting natural resources, including passive recreational use.

c) **Range of Potential Density/Intensity:**
Structures within the CV land use category shall be limited to docks and boardwalks, storage buildings or tools and equipment needed to maintain the area, and other accessory structures supportive of recreation activities. The maximum floor area ratio for shall not exceed 0.05.

COMPREHENSIVE PLAN COMPATIBILITY AND ZONING COMPATIBILITY:

Table 1 includes the density/intensity for the amendment to the Zoning Map designations for the property.

Table 1:
Analysis of Impacts from Proposed Rezoning

	Existing Zoning: Agricultural (AG) and Conservation Lands (CON) 4 +/ (acres)	**Proposed Zoning: Industrial District (M-1) (4 +/- acres)**
Density/Intensity	1 du/ac No Commercial	FAR 0.6
Density Potential	2 dwellings	67,553.72 sq.sf. of non-residential
Difference	No commercial	No residential

The proposed zoning change can be considered compatible with the surrounding area based on the Future Land Uses and zoning on nearby properties. More information is available in the Land Use Analysis located below

Zoning Analysis:

The subject property is surrounded by properties within the incorporated Town limits, which has been assigned Town Industrial (M-1) to the west. A FLU application to Industrial Light (I-L) has been submitted. Town Agricultural Lands (AG) across Kokomo Rd. and to the east is conservation (CON).

The property to the north is vacant conservation property, zoned CON. To the South is vacant agricultural property, zoned AG. To the West is an existing industrial facility zoned Industrial (M-1) and vacant property, zoned CON with a portion of the property incorporated in the FLU application.

The Land Use Matrix below outlines the existing and proposed Future Land Use and zoning of the subject portion of the property, the existing Future Land Use and zoning of adjacent properties, and the existing land use of the subject and adjacent properties. Proposed Future Land Use and Zoning Maps are also provided for reference.

Land Use Matrix

Northwest	North	Northeast
FLU: Town Conservation (CV) **ZONING**: Conservation **EXISTING USE:** vacant	**FLU: Town Conservation (CV)** **ZONING**: Conservation **EXISTING USE:** vacant	**FLU: Town Conservation (CV)** **ZONING**: Conservation **EXISTING USE:** vacant
West	**Subject Property**	**East**
FLU: Industrial Light **ZONING**: M-1 **EXISTING USE:** warehouses	**EXISTING FLU:** Agricultural **PROPOSED FLU:** Town I-L **EXISTING ZONING:** Town AG **PROPOSED ZONING:** Town M-1 (see companion application) **EXISTING USE:** Vacant	**FLU:** Conservation **ZONING**: Conservation **EXISTING USE:** Vacant
Southwest	**South**	**Southeast**
FLU: Agricultural **ZONING**: AG **EXISTING USE:** Vacant	**FLU:** Agricultural **ZONING**: AG **EXISTING USE:** Vacant	**FLU:** Conservation **ZONING**: CON **EXISTING USE:** Vacant

<u>Public Facilities and Services Analysis</u>:

The following is a summary analysis of the potential impacts on existing public facilities and services.

Potable Water

At this time, the Town can provide potable water for the development. An 8" water line

exists along the north side of Kokomo Rd. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Sanitary Sewer

At this time, the Town cannot provide sanitary sewer for the development. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Transportation/Traffic:

The subject property has access to Kokomo Rd. to the North, which is maintained by the Town maintained. At this time, a traffic study was not conducted. When specific uses are identified, during a construction plan review, a traffic study will be provided and reviewed.

Trip generation rates using ITE code 150, 11th edition, anticipated to generate 27.6 ADT's and 3 peak hr. trips. Please note that this property will be developed in conjunction with the adjacent property to the West and will require a major traffic study at the time of construction plans are submitted for review.

Schools

The proposed commercial will not impact Polk County schools.

Recreation/Open Space:

There are no requirements for industrial to provide recreation/open space.

Emergency Services:

Emergency services for both City and County-operated facilities are all in close proximity to the subject property. Police, fire, and EMS are located within a 3-mile radius (by car) and travel time without sirens is 6 minutes or less.

- Polk County Fire Rescue – 1.5 Miles ~ 4 minutes
- Lake Hamilton Police Department – 1.5 Miles ~ 4 minutes
- Winter Haven Hospital Emergency Room – 9.9 miles ~ 22 minutes
- Lakeland Regional Hospital Emergency Room – 35.6 miles ~ 50 minutes

Environmental:

The site does include wetland or floodplains. The applicant has provided an Environmental Assessment Report for review. No noteworthy observations were identified.

Recommendation:

The proposed rezoning if for Industrial (M-1), impacting one property currently designated for

Agricultural Zoning (AG) and a small portion of another property designated AG and Conservation (CON). Historical research into the Comprehensive Plan has found that the Conservation land and zoning areas were delineated in 2011 and was based on existing wetland maps at the time. Final exhibits from the applicant show that approximately .11 acres of lands designated CON zoning in the second parcel constituting the subject area is being proposed to be rezoned to M-1 Industrial.

The applicant has stated in their narrative that 3.0 acres of the subject area will be developed and the remaining portions of the subject area will consist of wetlands, stormwater facilities, required buffers, open and other undeveloped areas necessary to support their project while protecting environmentally sensitive resources. Specific environmental mitigation measures will be fully addressed through later stages of site plan review.

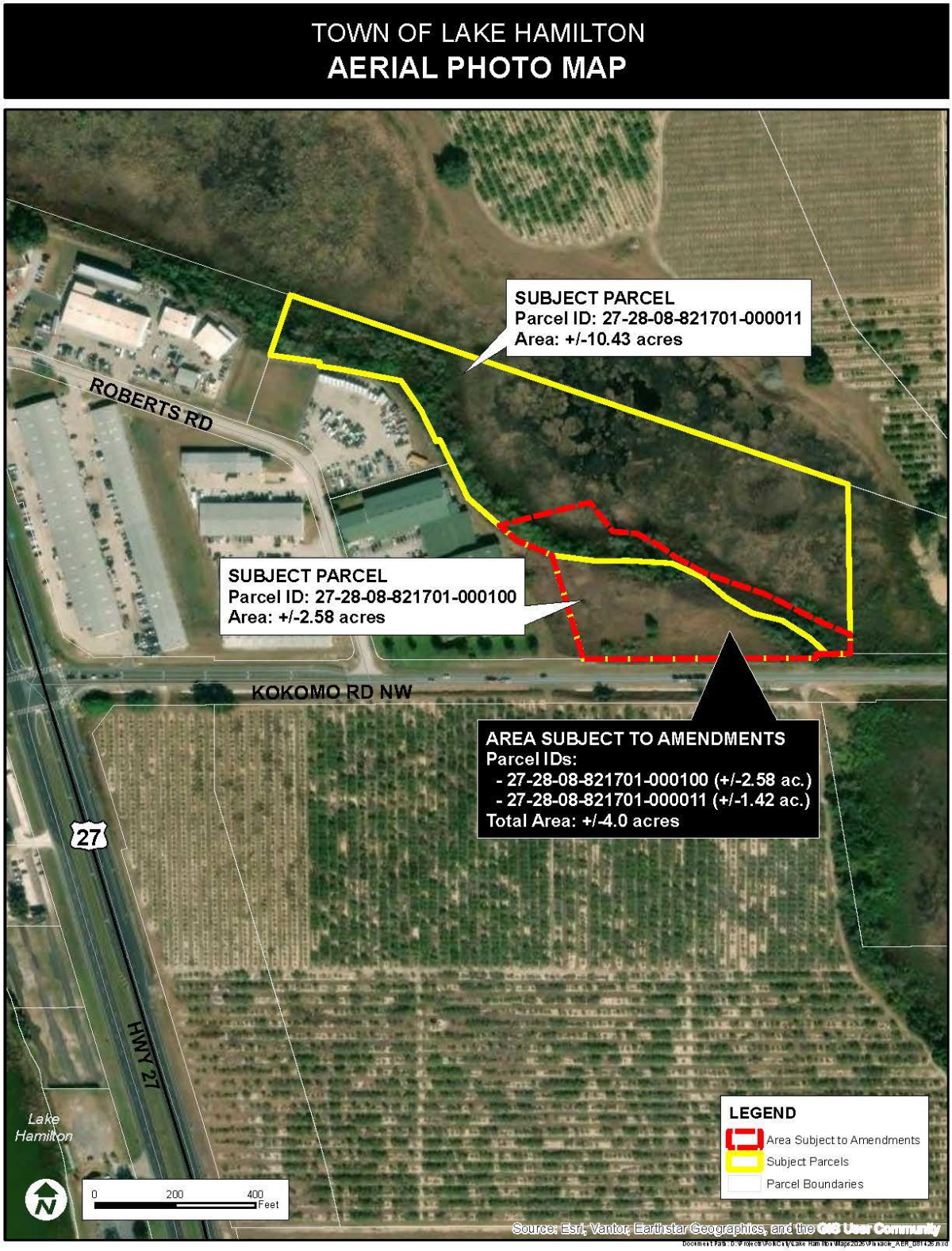
Staff notes that the subject area contains two parcels that are under different current ownership. Clarification will be needed on future plans of the subject area to be under complete single ownership, to allow for consistent land use, zoning, and site plan review through the construction of the project and the maintenance of the proposed environmental buffers.

Staff notes that an additional future land use and zoning request submitted by the applicant for the second subject parcel will convert .55 acres of land currently designated Agricultural Zoning to Conservation (CON) zoning. If approved along with this request, there will be more conservation lands created than what will be changed to industrial in the two subject parcels.

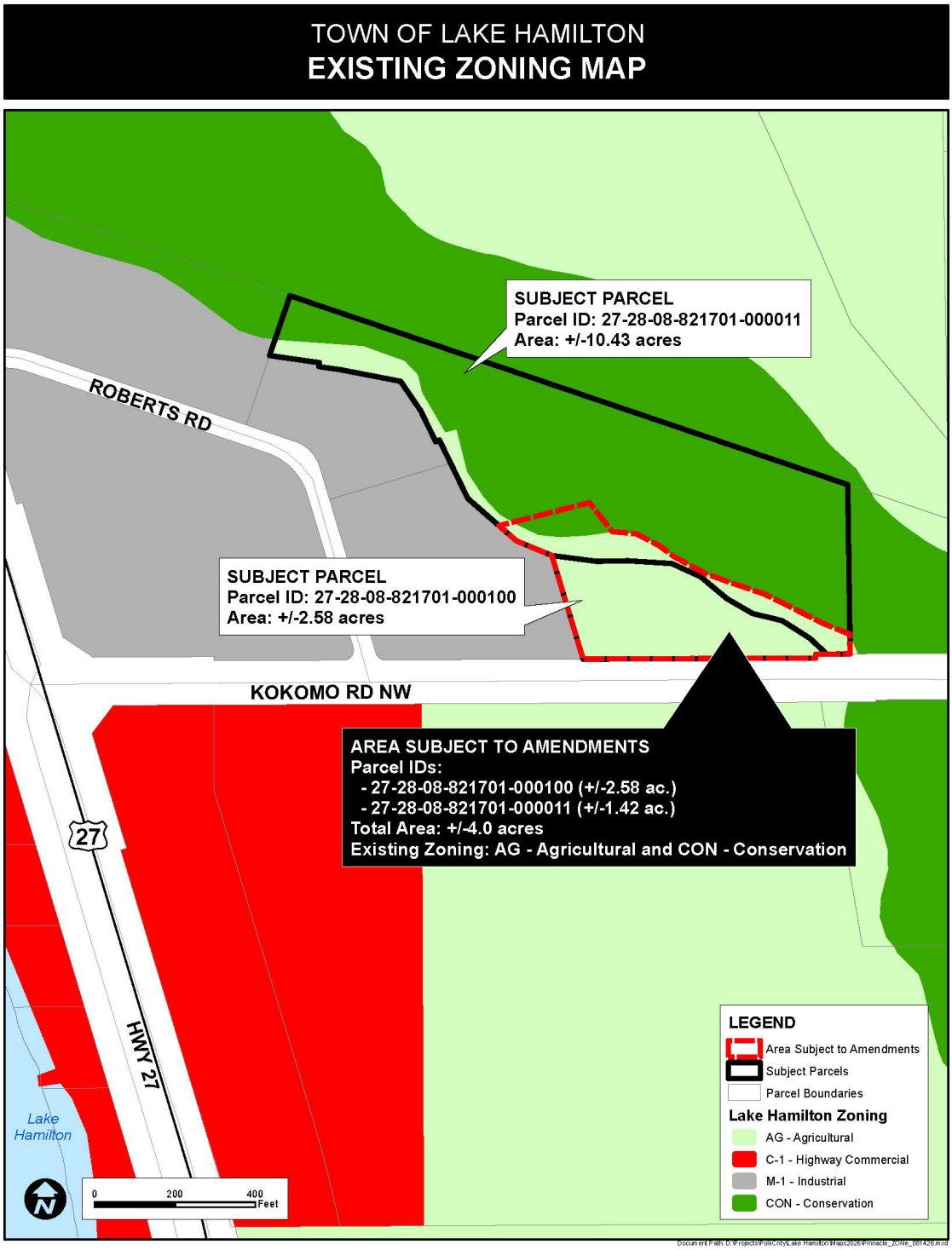
Council may consider the request if it determines whether it is consistent with the Comprehensive Plan and any approved amendments to the Future Land Use of the subject area, as well as its compatibility with the surrounding area.

At the October 21, 2026 Lake Hamilton Planning Commission meeting, it was recommended that Town Council approve this request.

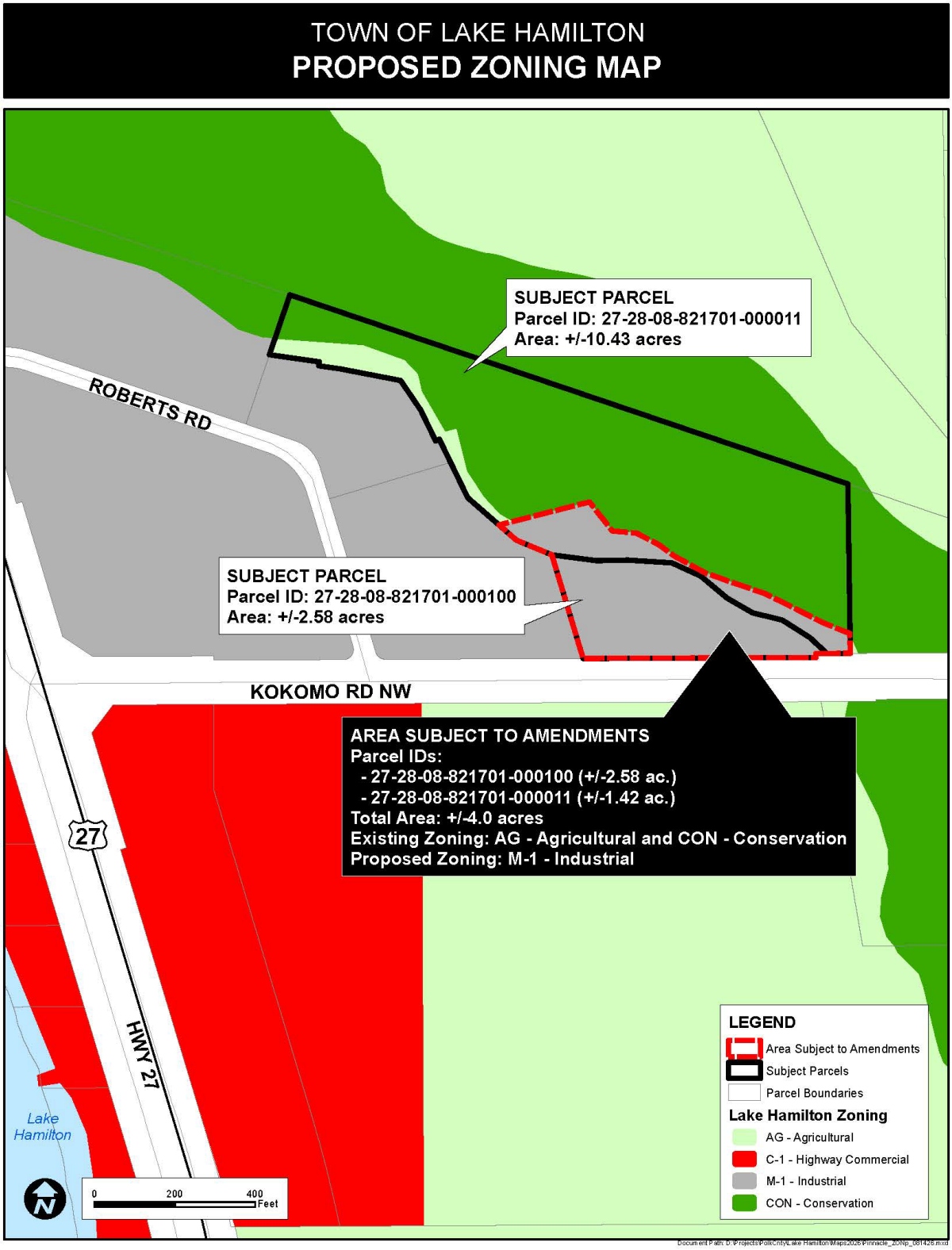
AERIAL MAP


TOWN OF LAKE HAMILTON
AERIAL PHOTO MAP
SUBJECT PARCEL
Parcel ID: 27-28-08-821701-000011
Area: +/-10.43 acres
ROBERTS RD
SUBJECT PARCEL
Parcel ID: 27-28-08-821701-000100
Area: +/-2.58 acres
KOKOMO RD NW
AREA SUBJECT TO AMENDMENTS
Parcel IDs:
- 27-28-08-821701-000100 (+/-2.58 ac.)
- 27-28-08-821701-000011 (+/-1.42 ac.)
Total Area: +/-4.0 acres
27
HWY 27
Lake Hamilton
0
200
400
Feet
LEGEND
Area Subject to Amendments
Subject Parcels
Parcel Boundaries
Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community

Existing Zoning Map



Proposed Zoning Map



Land Resource Consultants, LLC

251 East Park Avenue, Lake Wales, Florida 33853
OrangeGroveKid@gmail.com, 863-978-3856

September 17, 2026

CarterKaye Engineering
c/o Kriss Kaye
137 5th Street NW
Winter Haven, FL 33801
Via Email: kriss@carterkaye.com

RE: Environmental Assessment for Pinnacle Sales Group (LR26005)
901 Roberts Road, Lake Hamilton
Parcels #272808-821701-000100 & 272808-821701-000090

Dear Kriss,

Pursuant to your request, a senior scientist with Land Resource Consultants, LLC (Land Resource) recently evaluated the above-referenced property for the existence of native ecological habitats and potential utilization by state and/or federally protected wildlife species. The site appears to provide only very limited, potentially suitable habitat for protected wildlife. No protected species or habitats were identified in database searches or observed on the property, and the property contains no agency-designated critical habitats for protected species. Please refer to the enclosed map series and agency reports.

The subject property is comprised of two legal parcels and a small portion of a third parcel, totaling more than 13 acres. A majority of the land is wetland. It lies 0.25 miles east of U.S. Highway 27 on the north side of Kokomo Road (S.R. 546 E) in Lake Hamilton, Florida. The proposed eastward expansion of the existing Pinnacle facility involves a few acres fronting on Kokomo Road. The property and vicinity has a long history of disturbance. Citrus cultivation predates 1941, which included destruction of all native upland habitats. In the late 1990's, clearing for development of the existing commercial / industrial park stretched from the subject property west to Highway 27. All on-site uplands were cleared to bare sand and the disturbance appears to have stretched down hill to, or possibly in, the adjacent wetlands.

The enclosed FLUCCS map (Map series, Sheet 5) depicts the uplands and wetlands in the proposed development area. Open Land (190) is a land use code commonly applied to upland disturbed areas. Upland vegetation on site reflects this designation, including a mix of vegetation dominated by nuisance / exotic species. Observed upland vegetation includes the following:

Chinaberry tree (*Melia azedarach*), Brazilian pepper (*Schinus terebinthifolia*), red maple (*Acer rubrum*), laurel oak (*Quercus laurifolia*), cabbage palm (*Sabal palmetto*), persimmon (*Diospyros virginiana*), groundsel tree (*Baccharis halimfolia*), blackberry (*Rubus* sp.), cogon grass (*Imperata cylindrica*), guinea grass (*Megathyrsus maximus*), johnsongrass (*Sorghum halepense*), ragweed (*Ambrosia artemisiifolia*), and pokeweed (*Phytolacca americana*). Chest-high and dense, exotic cogon grass consumes an estimated 70% of the uplands. A more forested area at

the extreme east end of the site contains more live oak (*Quercus virginiana*) and cherry laurel (*Prunus caroliniana*).

Wetlands on site include a larger Freshwater Marsh (641), separated from the upland by a thin transition area characterized as Wet Prairie (643). The Wet Prairie is of poor quality and has clearly been disturbed historically. Wetland species include:

red maple (*Acer rubrum*), Carolina willow (*Salix caroliniana*), Brazilian pepper (*Schinus terebinthifolia*), primrose willow (*Ludwigia* sp.), Virginia chainfern (*Woodwardia virginica*), pickerelweed (*Pontederia cordata*), duck potato (*Sagittaria lancifolia*), and grapevine (*Vitus* sp.).

Certain wildlife species are protected under the authority of the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service (FWS). Our scope of work included a review of any protected species or suitable species' habitats that exist on or near the subject property. The site appears to provide only limited, potentially suitable habitat for protected wildlife. With the exception of the gopher tortoise (*Gopherus polyphemus*), no protected species or habitats were identified in database searches or observed on the property. The property contains no agency-designated critical habitats for protected species and it is not adjacent to any Federal, State, or County wildlife management areas, parks, preserves or reserves.

According to Florida Fish and Wildlife Conservation Commission (FWC) criteria, on-site uplands represent suitable gopher tortoise habitat. During our site review, we observed no gopher tortoises or their burrows. The dense cogon grass makes their presence very unlikely. Nonetheless, a survey for this state-listed species on 100% of the property must be conducted by an Authorized Gopher Tortoise Agent within 90 days prior to commencing development activities. FWC requires any burrows or tortoises to be properly removed before development can begin subsequent to agency oversight, i.e. permitting.

Aside from the potential gopher tortoise presence, our on-site review of the property did not reveal any other protected species or their habitats. Additional review of published mapping and FWC, U.S. Fish and Wildlife Service (FWS), and Florida Natural Areas Inventory (FNAI) databases did not reveal any species concerns. Related FNAI and IPAC reports are enclosed, providing an inventory of species known to occur in the region. FWC maps the nearest bald eagle nest 0.75 miles away, too far to impact the development. No nesting, loafing, roosting, burrowing, or denning was observed on site and it is not anticipated that any significant wildlife utilization occurs that would impede development of the site.

Based upon our preliminary review of the proposed development plan, it appears unlikely that upland disturbance will negatively effect wildlife as no native habitat has existed on site for decades. Regarding potential jurisdictional wetland impacts, the development must comply with SWFWMD and FWC environmental regulations. That includes a rigorous mitigation plan to compensate for any wetland loss. At the agency's discretion, such a plan could include wetland enhancement adjacent to remaining wetlands as part of flood impact compensation. Likewise,

aesthetic improvements could be made to elevate agency stormwater pond requirements. As plans progress, we anticipate multiple opportunities to improve wetland-adjacent areas.

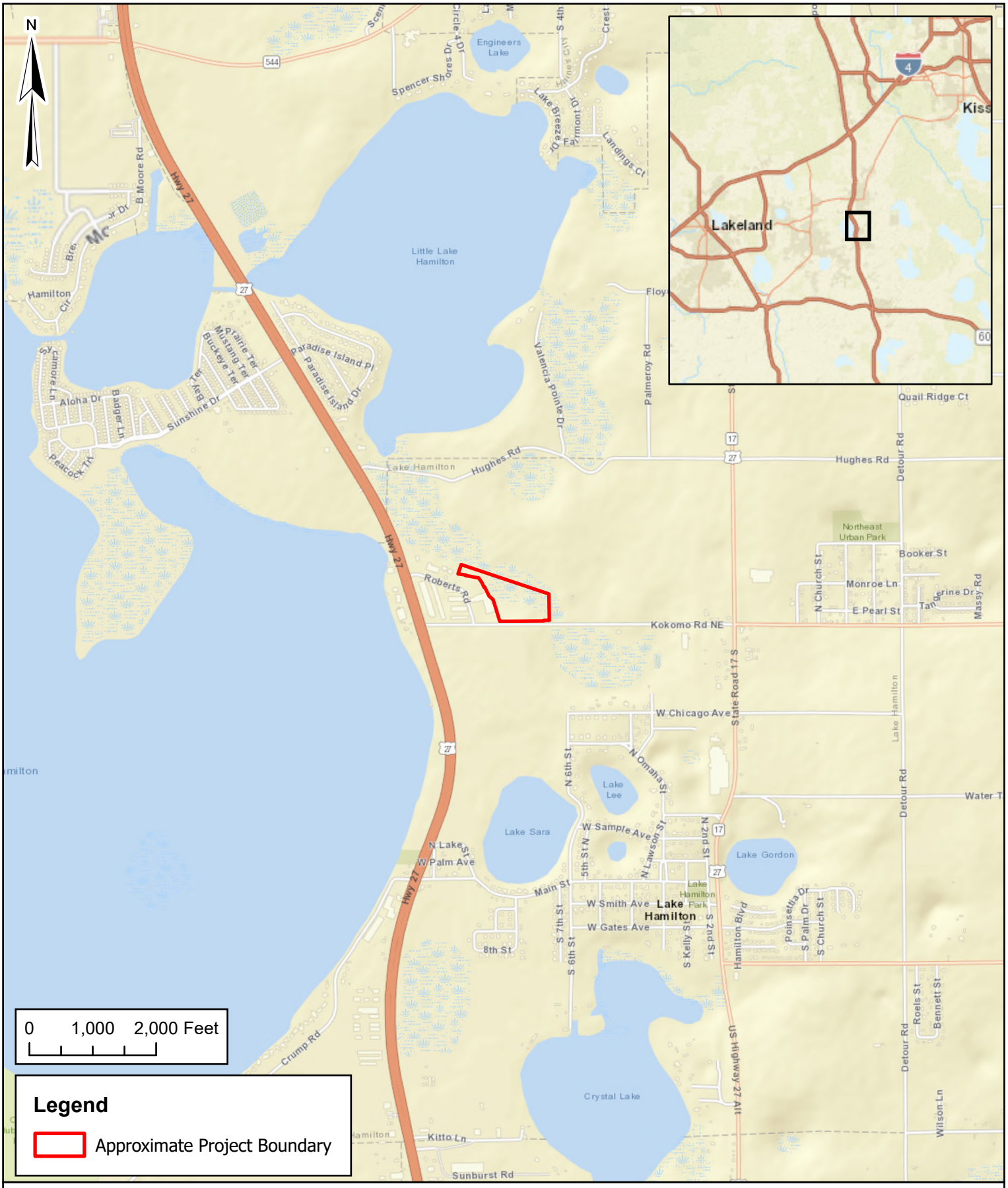
We hope this information is useful and sufficient to address any natural resource concerns. If we can provide additional clarification or information, please do not hesitate to contact me.

Sincerely,

J. Reid Hardman

J. Reid Hardman
Principal, Land Resource Consultants, LLC
Senior Environmental/Soil Scientist
Authorized Gopher Tortoise Agent

Enclosures:
Map Series – Location, Topographic, Soils, NWI, FLUCCS
FNAI Biodiversity Matrix Query Results
USFWS IPAC Resource List



Client:	Pinnacle Sales Group	TRS:	Sec: 8 Twp: 28S Rng: 27E
Project:	901 Roberts Road Warehouse Expansion	Scale:	1" = 2000'
Location:	Polk County, Florida	Date:	8/12/2026
Title:	Location Map	Drawn By:	CV
Sheet:	1	Source:	ESRI World Street Map

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Client:	Pinnacle Sales Group	TRS:	Sec: 8 Twp: 28S Rng: 27E
Project:	901 Roberts Road Warehouse Expansion	Scale:	1" = 2000'
Location:	Polk County, Florida	Date:	8/12/2026
Title:	USGS Quad Map	Drawn By:	CV
Sheet:	2	Source:	USGS Topo Maps

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Legend

Approximate Project Boundary (Total Area = 13.61 acres)

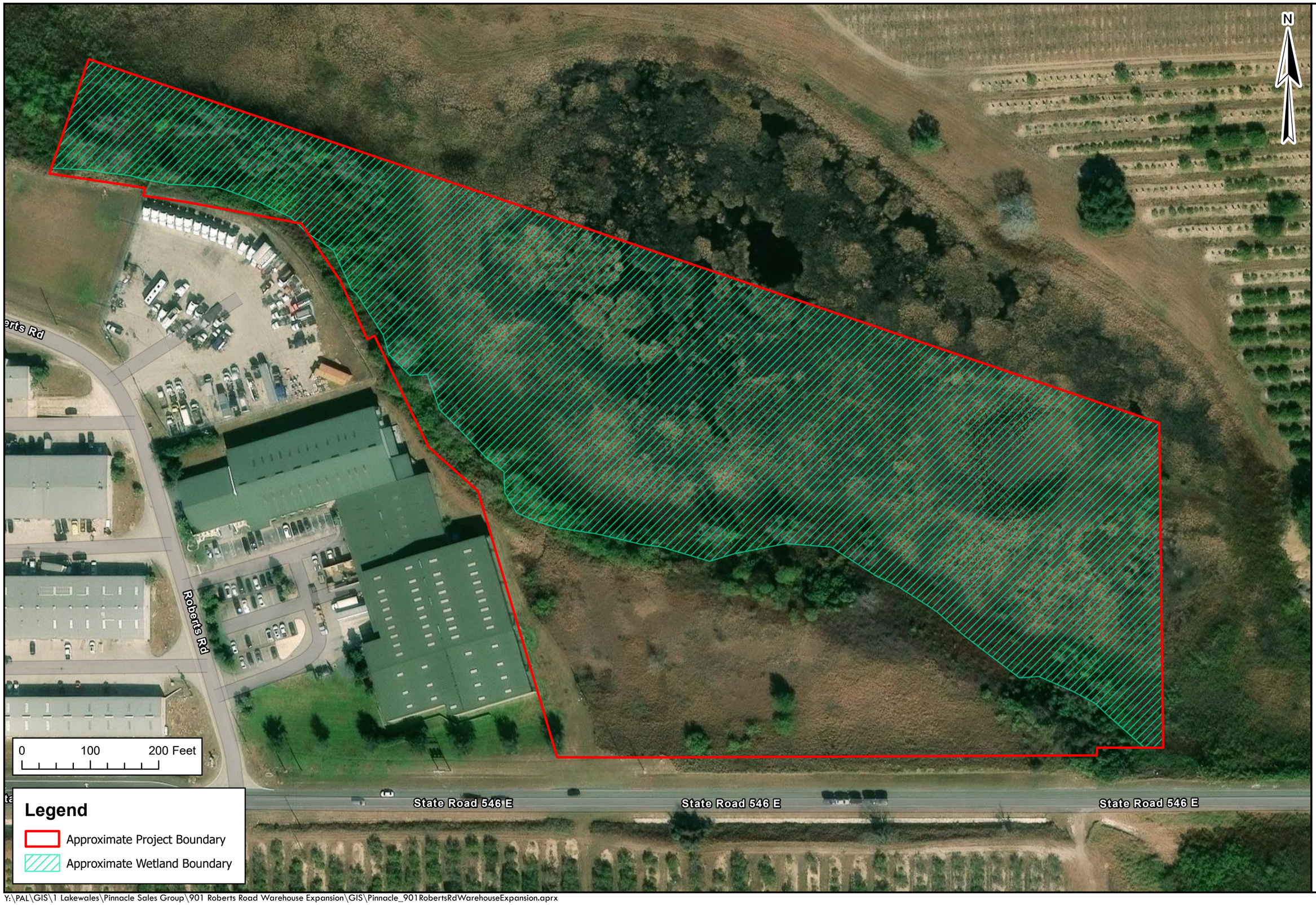
Soil Descriptions

- 3: CANDLER SAND, 0 TO 5 PERCENT SLOPES (±3.11 ac)
- 13: SAMSULA MUCK, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES (±0.15 ac)
- 17: SMYRNA AND MYAKKA FINE SANDS (±4.62 ac)
- 35: HONTOON MUCK, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES (±5.73 ac)

Client: Pinnacle Sales Group
Project: 901 Roberts Road Warehouse Expansion
Location: Polk County, Florida
Title: NRCS Soils Map
Sheet: 3

TRS: Sec: 8 Twp: 28S Rng: 27E
Scale: 1" = 125'
Date: 8/13/2026
Drawn By: CV
Source: ESRI World Imagery

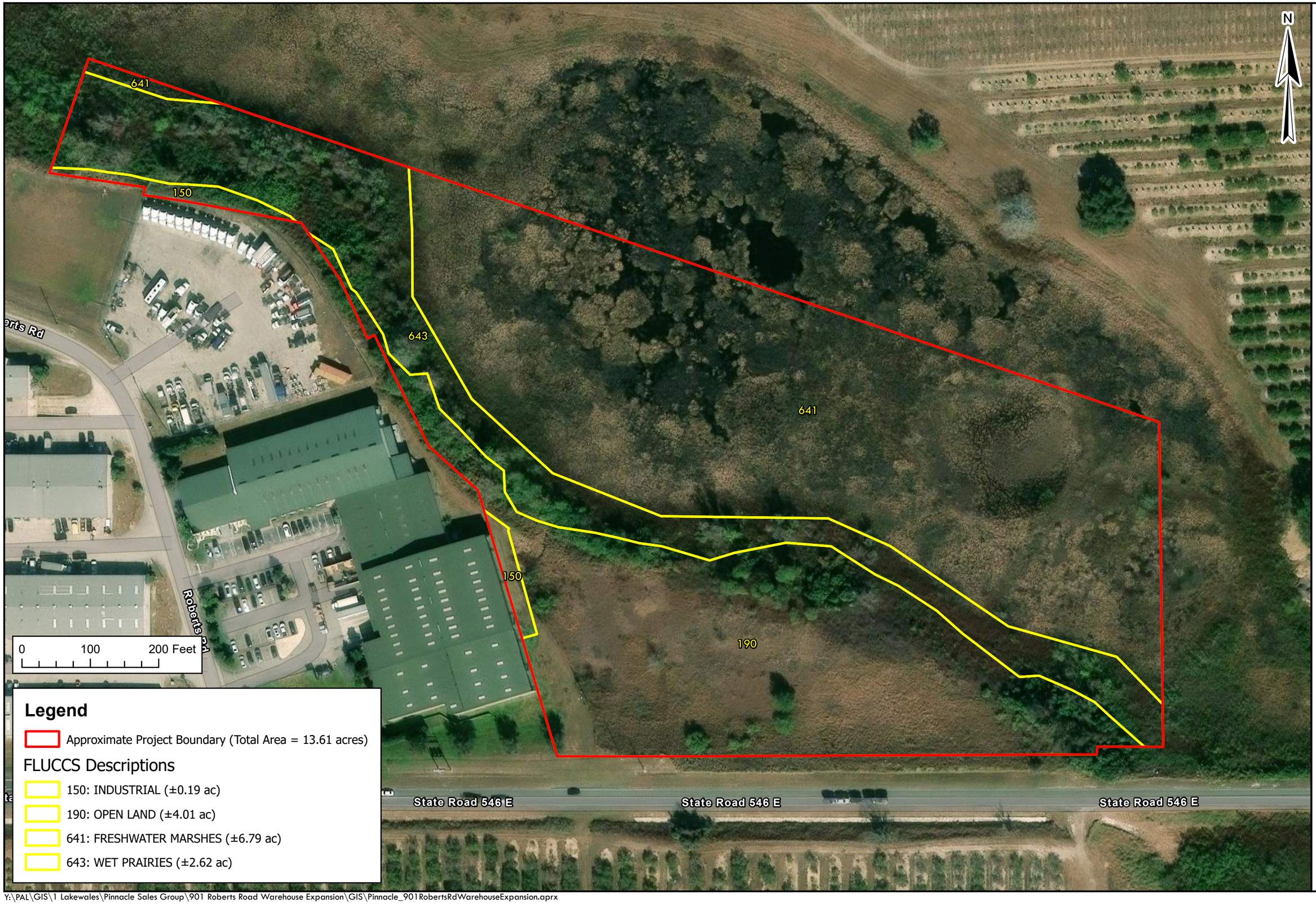
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Client: Pinnacle Sales Group
Project: 901 Roberts Road Warehouse Expansion
Location: Polk County, Florida
Title: Wetland Map
Sheet: 4

TRS: Sec: 8 Twp: 28S Rng: 27E
Scale: 1" = 125'
Date: 8/12/2026
Drawn By: CV
Source: ESRI World Imagery

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Client: Pinnacle Sales Group
Project: 901 Roberts Road Warehouse Expansion
Location: Polk County, Florida
Title: FLUCCS Habitat Map
Sheet: 5

TRS: Sec: 8 Twp: 28S Rng: 27E
Scale: 1" = 125'
Date: 8/13/2026
Drawn By: CV
Source: ESRI World Imagery

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1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

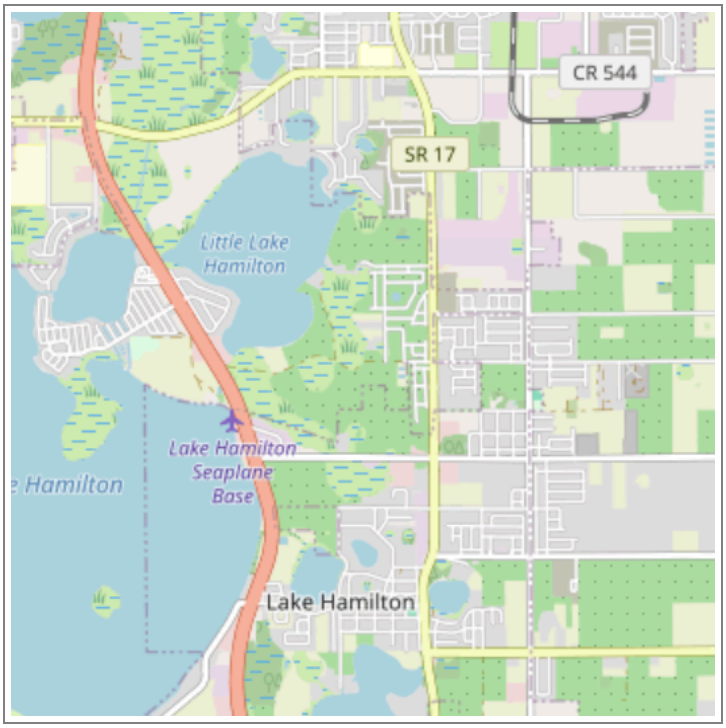
UNOFFICIAL REPORT

Created 7/28/2026

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 41780



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 41780

1 **Documented** Element Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Anomala exigua Pygmy Anomala Scarab Beetle	G1	S1	N	N

0 **Documented-Historic** Elements Found

2 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mycteria americana Wood Stork	G4	S2	T	FT
Sandhill upland lake	G3	S2	N	N

Matrix Unit ID: 41780

50 **Potential** Elements for Matrix Unit 41780

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Antigone canadensis pratensis Florida Sandhill Crane	G5T2	S2	N	ST
Athene cunicularia floridana Florida Burrowing Owl	G4T3	S3	N	ST
Bonamia grandiflora Florida bonamia	G3	S3	T	E
Calamintha ashei Ashe's savory	G3	S3	N	T
Calopogon multiflorus many-flowered grass-pink	G2G3	S2S3	N	T
Carex chapmannii Chapman's sedge	G3	S3	N	T
Centrosema arenicola sand butterfly pea	G2Q	S2	N	E
Chionanthus pygmaeus pygmy fringe tree	G2G3	S2S3	E	E
Clemmys guttata Spotted Turtle	G5	S2S3	N	N
Clitoria fragrans scrub pigeon-wing	G2G3	S2	T	E
Coelorachis tuberculosa Piedmont jointgrass	G3	S3	N	T
Coleataenia abscissa cutthroatgrass	G3	S3	N	E
Conradina brevifolia short-leaved rosemary	G2Q	S2	E	E
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Dryobates borealis Red-cockaded Woodpecker	G3	S2	E, PT	FE
Eriogonum longifolium var. gnaphalifolium scrub buckwheat	G4T3	S3	T	E
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Gymnopogon chapmanianus Chapman's skeletongrass	G3	S3	N	N
Hartwrightia floridana hartwrightia	G2	S2	N	T
Heterodon simus Southern Hognose Snake	G2	S2S3	N	N
Hypericum edisonianum Edison's ascyrum	G2G3	S2	N	E
Illicium parviflorum star anise	G2	S2	N	E
Lechea cernua nodding pinweed	G3	S3	N	T
Liatris ohlingerae Florida blazing star	G2	S2	E	E
Lithobates capito Gopher Frog	G2G3	S3	N	N
Lupinus aridorum scrub lupine	G3T1	S1	E	E
Matelea floridana Florida spiny-pod	G2	S2	N	E
Mustela frenata peninsulae Florida Long-tailed Weasel	G5T3?	S3?	N	N
Nemastylis floridana celestial lily	G2	S2	N	E

Neofiber alleni Round-tailed Muskrat	G2	S2	N	N
Nolina atopocarpa Florida beargrass	G3	S3	N	T
Nolina brittoniana Britton's beargrass	G3	S3	E	E
Paronychia chartacea var. chartacea paper-like nailwort	G3T3	S3	T	E
Peltotrupes profundus Florida Deepdigger Scarab Beetle	G3	S3	N	N
Phyllophaga elongata Elongate June Beetle	G3	S3	N	N
Phyllophaga okeechobea Diurnal Scrub June Beetle	G2	S2	N	N
Plestiodon egregius lividus Blue-tailed Mole Skink	G5T2	S2	T	FT
Podomys floridanus Florida Mouse	G3	S3	N	N
Polygala lewtonii Lewton's polygala	G2	S2	E	E
Polygonella basiramia Florida jointweed	G3	S3	E	E
Polygonella myriophylla Small's jointweed	G3	S3	E	E
Prunus geniculata scrub plum	G3	S3	E	E
Pteroglossaspis ecristata giant orchid	G2G3	S2	N	T
Rostrhamus sociabilis Snail Kite	G4G5	S2	E	FE
Salix floridana Florida willow	G2G3	S2S3	N	E
Sceloporus woodi Florida Scrub Lizard	G2G3	S2S3	N	N
Sciurus niger niger Southeastern Fox Squirrel	G5T5	S3	N	N
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N
Warea amplexifolia clasping warea	G1	S1	E	E
Warea carteri Carter's warea	G1	S1	E	E

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Polk County, Florida



Local office

Florida Ecological Services Field Office

(352) 448-9151
(772) 562-4288
fw4flesregs@fws.gov

777 37th St
Suite D-101
Vero Beach, FL 32960-3559

https://www.fws.gov/office/florida-ecological-services

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Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Florida bonneted bat Eumops floridanus Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8630	Endangered
Florida panther Puma (=Felis) concolor coryi Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1763	Endangered
Puma (=mountain lion) Puma (=Felis) concolor (all subsp. except coryi) No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6049	SAT

Birds

NAME	STATUS
Crested caracara (Audubon's) [FL DPS] Caracara plancus audubonii No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8250	Threatened

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Eastern Black rail Laterallus jamaicensis jamaicensis — Threatened
Wherever found
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/10477

Everglade snail kite Rostrhamus sociabilis plumbeus — Endangered
Wherever found
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
https://ecos.fws.gov/ecp/species/7713

Whooping crane Grus americana — EXPN
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/758

Reptiles

NAME	STATUS

American alligator Alligator mississippiensis — SAT
Wherever found
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/776

blue-tailed mole skink Eumeces egregius lividus — Threatened
Wherever found
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/2203

Eastern indigo snake Drymarchon couperi — Threatened
Wherever found
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/646

Sand skink Neoseps reynoldsi — Threatened
Wherever found
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/4094

Insects

NAME	STATUS

Monarch butterfly Danaus plexippus — Proposed Threatened
Wherever found
There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat.
https://ecos.fws.gov/ecp/species/9743

Flowering Plants

NAME	STATUS

Avon Park harebells Crotalaria avonensis — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/7093

Carter's mustard Warea carteri — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/5583

Florida ziziphus Ziziphus celata — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/2950

Highlands scrub hypericum Hypericum cumulicola — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/2940

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Lewton's polygala Polygala lewtonii No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6688	Endangered
Papery whitlow-wort Paronychia chartacea No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1465	Threatened
Pigeon wings Clitoria fragrans No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/991	Threatened
Pygmy fringe-tree Chionanthus pygmaeus No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1084	Endangered
Sandlace Polygonella myriophylla No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5745	Endangered
Scrub blazingstar Liatris ohlingerae No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/864	Endangered
Scrub mint Dicerandra frutescens No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/799	Endangered
Short-leaved rosemary Conradina brevifolia No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/2929	Endangered
Wireweed Polygonella basiramia No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1718	Endangered

Lichens

NAME	STATUS
Florida perforate cladonia Cladonia perforata No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/7516	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their nests, should follow appropriate regulations and implement required avoidance and minimization measures, as described in the various links on this page.

The data in this location indicates that no eagles have been observed in this area. This does not mean eagles are not present in your project area, especially if the area is difficult to survey. Please review the 'Steps to Take When No Results Are Returned' section of the Supplemental Information on Migratory Birds and Eagles document to determine if your project is in a poorly surveyed area. If it is, you

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may need to rely on other resources to determine if eagles may be present (e.g. your local FWS field office, state surveys, your own surveys).

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

Bald and Golden Eagle information is not available at this time

Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle (Bald and Golden Eagle Protection Act requirements may apply).

Proper interpretation and use of your eagle report

On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your “IPaC PROBABILITY OF PRESENCE SUMMARY” at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

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Migratory birds

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (FWS).

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

Migratory bird information is not available at this time

Migratory Bird FAQs

Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Avoidance & Minimization Measures for Birds describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the Bald and Golden Eagle Protection Act and those species marked as “Vulnerable”. See the FAQ “What are the levels of concern for migratory birds?” for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle (Bald and Golden Eagle Protection Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the Rapid Avian Information Locator (RAIL) Tool.

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your “IPaC PROBABILITY OF PRESENCE SUMMARY” at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

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1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Bald and Golden Eagle Protection Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ “Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds”.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs
Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

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Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Wetland information is not available at this time

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the NWI map to view wetlands at this location.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION

9.E

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jonah Katz, Community Development Director

AGENDA ITEM:

Public Hearing and First Reading of ORDINANCE O-2026-XX: AN APPLICANT INITIATED REQUEST, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURE – AG TO CONSERVATION (CON) FOR A .55 ACRE PORTION OF A PARCEL OF LAND LOCATED NORTHEAST OF 901 ROBERTS ROAD 1890 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD (Parcel ID 27-28-08-821701-000011); AND TRANSMITTING SAID AMENDMENT TO THE FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR REPEALS; PROVIDING FOR CODIFICATION; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIBENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION:

The applicant is requesting a comprehensive plan amendment to change the future land use map classification from Agricultural Lands (AG) to Conservation Lands (CON). The applicant has a companion rezoning request for the same area, requesting a change from Agricultural (AG) to Conservation (CON) Zoning District. The attached staff report provides an analysis of the request. Planning Commission, at their October 21, 2026 recommended that Town Council approve this amendment based its consistency with the Town Comprehensive Plan and compatibility with the surrounding areas.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):
Ordinance O-2026-XX - Land Use CON Pinnacle 2nd_1132026.pdf
Pinnacle 2nd CON FLU Staff Report_TOWNCOUNCIL.pdf

ORDINANCE O-2026-XX

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF LAKE HAMILTON, FLORIDA, AMENDING THE FUTURE LAND USE MAP CLASSIFICATION FROM AGRICULTURE – AG TO CONSERVATION (CON) FOR A .55 ACRE PARCEL OF LAND LOCATED NORTHEAST OF 901 ROBERTS ROAD 1890 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD; AND TRANSMITTING SAID AMENDMENT TO THE FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR REPEALS; PROVIDING FOR CODIFICATION; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIBENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 through 163.3215, Florida Statutes, empowers local governments to adopt and amend comprehensive plans, or elements or portions thereof, to guide their future development and growth; and

WHEREAS, in exercise of its authority the Town Council has determined it necessary to adopt amendments to the Town's Comprehensive Plan, which are attached hereto as **Exhibit "A"** and by this reference made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Council has held meetings and hearings on **Ordinance O-2026-XX**, the amendment to the Comprehensive Plan and made a part hereof; and the meetings were advertised and held with due public notice to obtain public comment; and having considered written and oral comments received during public hearings, find the amendment complete and appropriate to the needs of the Town.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The provisions set forth in the recitals of this Ordinance (whereas clauses) are hereby adopted by the Town Council as legislative findings and intent of the Ordinance.

SECTION 2. AMENDMENT TO THE COMPREHENSIVE PLAN. The Town of Lake Hamilton Comprehensive Plan, Future Land Use Map is hereby amended as set forth in Exhibit "A".

SECTION 3. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. COPY OF ORDINANCE ON FILE. A copy of this Ordinance shall be kept on file in the office of the Lake Hamilton Town Clerk.

SECTION 5. CONFLICTS WITH OTHER ORDINANCES. That portion of any Ordinance which may be in conflict with this Ordinance is hereby repealed with the adoption of this Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Council enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Council, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

SECTION 7. INCORPORATION INTO COMPREHENSIVE PLAN. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the Town; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Administrator or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the Town Clerk.

INTRODUCED and PASSED on first reading this 10th day of November, 2026.
PASSED and ADOPTED on second reading this ____ day of _____, 2026.

TOWN OF LAKE HAMILTON, FLORIDA

_____

PHYLLIS HALL, MAYOR

ATTEST:

_____

JAQUELINE BORJA, TOWN CLERK

Approved as to form:

_____

ANTHONY SABITINI, ESQ., TOWN ATTORNEY

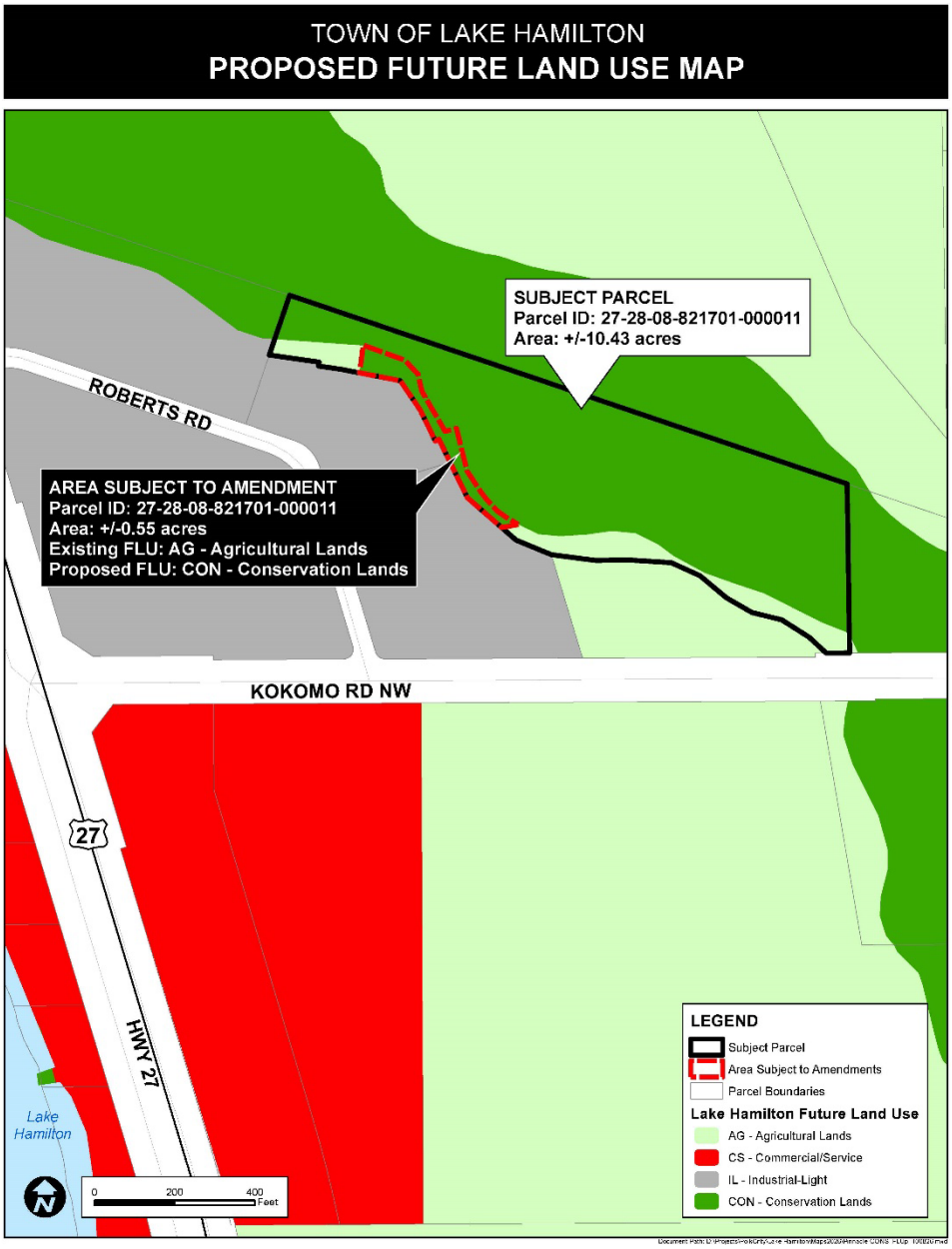
Record of Vote	Yes	No
Ortega		
Mathis		
Demanche		
Hall		
Collier		

Map A

Legal Descriptions: Roberts Industrial Park Plat Book 117 Page 11, Replat Portion Lot 3, 40, and 41

Parcel ID Numbers: Part of 272808-821701-000011

Future Land Use Map Amendment:



Town of Lake Hamilton

FLU Staff Report

November 10, 2026

TO: LAKE HAMILTON TOWN COUNCIL

FROM: **Community Development**

SUBJECT: **FUTURE LAND USE MAP AMENDMENT**

Ordinance 2026-xx: An applicant-initiated amendment to the Future Land Use Map of the Town of Lake Hamilton specifically changing the Future Land Use Map designation for a parcel and a portion of a parcel that totals approximately .55 +/- acres, generally located Northeast of 901 Roberts Road, approximately 1245 ft. east of the intersection of US 27 and Kokomo Road (272808-821701-000011), from Agricultural Lands (AG) to Conservation Lands (CV)

AGENDA & HEARING DATES:

Planning Commission Meeting: Wednesday, Oct. 21, 2026; 5:30 PM
Anticipated Town Council Meeting (First Reading): Nov. 10, 2026; 6:00 PM
Anticipated Town Council Meeting (Second Reading): Dec. 1, 2026; 6:00PM

Attachments

Location Map Aerial Photo | Existing Future Land Use Map | Proposed Future Land Use Map | Ordinance 2026-xx Pinnacle Expansion Future Land Use

Overview:

APPLICATIONS	
Owner	Donald D. and Jo Ann Roberts
Agent	Carter and Kaye Engineering, LLC
Property Size	± .55 acres
Property Location	Generally located Northeast of 901 Roberts Road
Parcel ID	Portion of parcel 272817-000000-000011
Future Land Use: Existing	Town Agricultural Lands (AG)
Future Land Use: Proposed	Town Conservation (CON)

BACKGROUND AND REASON FOR REQUEST:

The applicant is requesting a Future Land Use change from Town Agricultural Lands (AG) to Town Conservation Lands (CV). The applicant has a companion rezoning application requesting Conservation (CON) zoning. Descriptions for both the existing and proposed Future Land Use are provided as follows:

Town of Lake Hamilton Comprehensive Plan, Future Land Use Element, Policy

Existing Future Land Use:

Policy 1.3.2: Agriculture Lands (AG)

a) **Purpose:**
The primary functions of Agricultural Lands, as designated on the Future Land Use Map, shall be to protect and encourage areas which have a long-term agricultural character, while providing for low density residential use, and to protect unique native habitats and maintain open space.

b) **Range of Potential Uses:**
Citrus groves, farms, ranches, agro-industrial uses, agricultural service establishments, agriculturally compatible residential uses, rural residential uses, mining, transmission towers, wells and storage tanks.

c) **Range of Potential Density/Intensity:**
The maximum gross residential density is 0.2 dwelling units per acre and the maximum floor area ratio for non-residential development

Policy 1.2.12: Conservation Lands (CV)

a) **Purpose:**
Identification of areas which have natural resources of unique value and which may be considered as wetlands or environmentally sensitive lands.

b) **Range of Potential Uses**:
Any use which has the primary purpose of protecting natural resources, including passive recreational use.

c) **Range of Potential Density/Intensity:**
Structures within the CV land use category shall be limited to docks and boardwalks, storage buildings or tools and equipment needed to maintain the area, and other accessory structures supportive of recreation activities. The maximum floor area ratio for shall not exceed 0.05.

COMPREHENSIVE PLAN COMPATIBILITY:

OBJECTIVE 2 (Conservation Element): THE TOWN SHALL INCLUDE IN ITS LAND DEVELOPMENT REGULATIONS, DEVELOPMENT STANDARDS AND MITIGATION PROCEDURES TO CONSERVE, APPROPRIATELY USE, AND PROTECT THE NATURAL FUNCTION OF FLOODPLAINS AND WETLANDS AND TO PROTECT CONSERVATION WETLANDS AND ENVIRONMENTALLY-SENSITIVE AREAS WITHIN THE TOWN.

This request can be considered to meet Objective 2 (Conservation Element).

Table 1 includes the density/intensity for the amendment to the Future Land Use Map request for the property.

Table 1:
Analysis of Impacts from Proposed Future Land Use Map Amendment

	Existing FLU: Agricultural Lands (.55 +/-acres)	**Proposed FLU: Conservation (.55 +/- acres)**
Density/Intensity	.2 du/ac No Commercial Non-residential FAR of .2	FAR 0.05
Density Potential	Less than 1 dwelling unit	No residential
Difference	No commercial	No residential

The proposed Future Land Use can be considered compatible with the Comprehensive Plan conditions and can be considered compatible with the surrounding area based on the Future Land Uses assigned to nearby properties within the Town limits. More information is available in the Land Use Analysis located below:

Land Use Analysis:

The subject property is surrounded by properties within the incorporated Town limits, Land designated Industrial-Light (I-L) is to the west of subject property. To the South is a property currently designated Town Agricultural lands which is undergoing a review for a FLU change to Industrial-Light (I-L)

The property to the north and east is vacant conservation property, zoned CON.

The Land Use Matrix below outlines the existing and proposed Future Land Use and zoning of the subject property and the adjacent properties. The proposed Future Land Use and Zoning Maps are also provided for reference

Land Use Matrix

Northwest	North	Northeast
FLU: Agricultural and Town Conservation **ZONING**: Conservation **EXISTING USE:** vacant	**FLU: Town Conservation** **ZONING**: Conservation **EXISTING USE:** vacant	**FLU: Town Conservation (CV)** **ZONING**: Conservation **EXISTING USE:** vacant
West	**Subject Property**	**East**
FLU: Industrial Light **ZONING**: M-1 **EXISTING USE:** warehouses	**EXISTING FLU:** Agricultural **PROPOSED FLU:** Conservation **EXISTING ZONING:** Agricultural **PROPOSED ZONING:** Conservation **EXISTING USE:** Vacant	**FLU:** Conservation **ZONING**: CON **EXISTING USE:** Vacant
Southwest	**South**	**Southeast**
FLU: Industrial Light **ZONING**: M-1 **EXISTING USE:** industrial	**FLU:** Agricultural **ZONING**: AG **EXISTING USE:** Vacant	**FLU:** Conservation **ZONING**: CON **EXISTING USE:** Vacant

<u>Public Facilities and Services Analysis</u>:

The proposed amendment does not authorize or introduce additional development intensity and does not create additional demands on transportation, utilities, public facilities, stormwater infrastructure, or other public services.

Emergency Services:

Emergency services for both City and County-operated facilities are all in close proximity to the subject property. Police, fire, and EMS are located within a 3-mile radius (by car) and travel time without sirens is 6 minutes or less.

- Polk County Fire Rescue – 1.5 Miles ~ 4 minutes
- Lake Hamilton Police Department – 1.5 Miles ~ 4 minutes
- Winter Haven Hospital Emergency Room – 9.9 miles ~ 22 minutes
- Lakeland Regional Hospital Emergency Room – 35.6 miles ~ 50 minutes

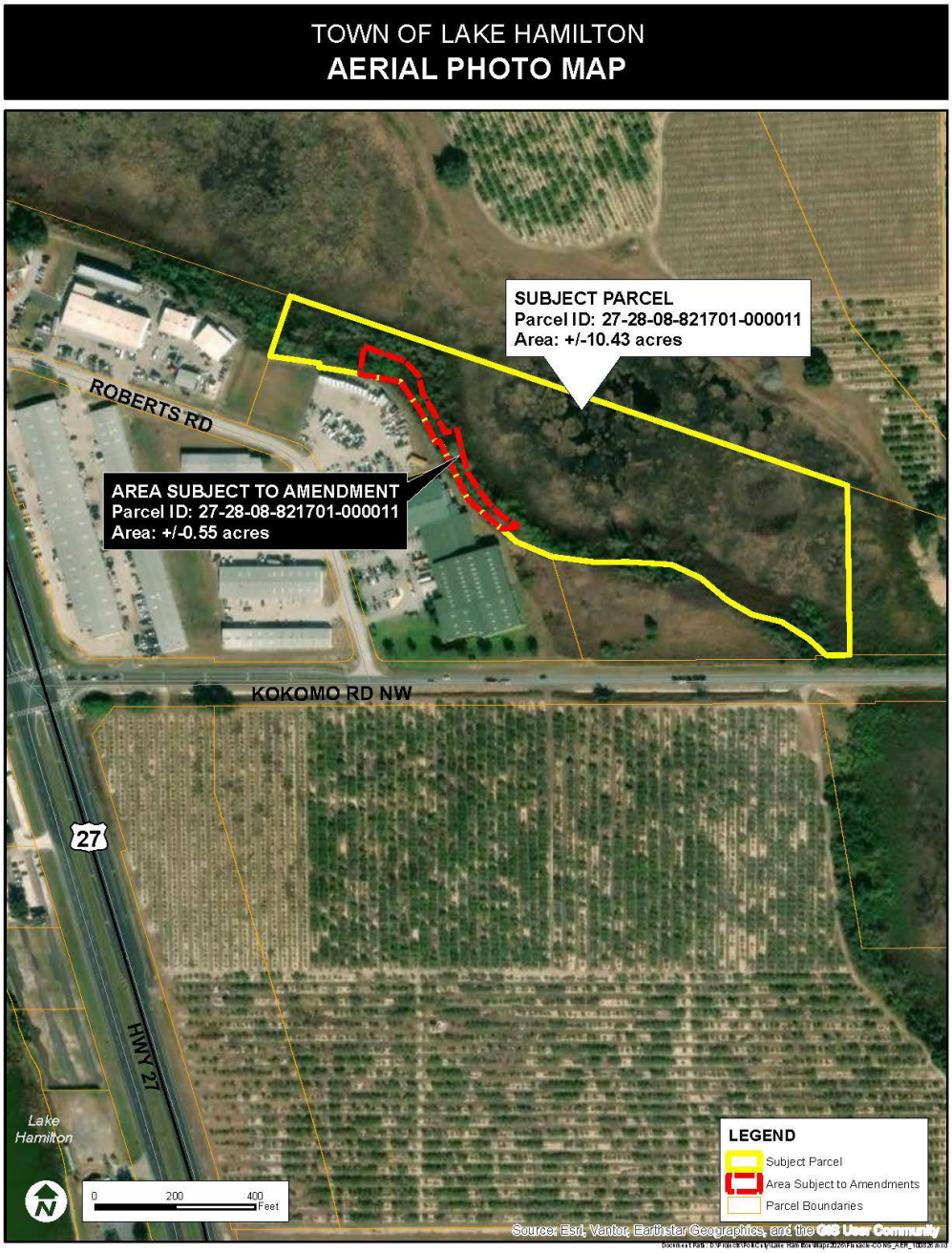
Recommendation:

The applicant has stated that the proposed land use amendment places the subject area into a more protective land use and zoning classification and complements the environmental protections objectives associated with the adjacent designated Conservation Lands. The proposed Agricultural-to-Conservation amendments do not create additional development impacts and do not alter the impact conclusions of the previously submitted Impact Assessment Statements supplementing a related Future Land Use and Rezoning Request that was previously considered for a portion of this same parcel and an adjacent parcel. That proposal is planned to be heard at the 10/21/2026 Planning Commission and requests the conversion of approximately 4 acres of Agricultural Lands and a small portion of Conservation Land to Industrial-Light. This proposal creates a .55 acreage of additional Conservation Lands on the same parcel where .11 acres of Conservation are proposed to be taken away.

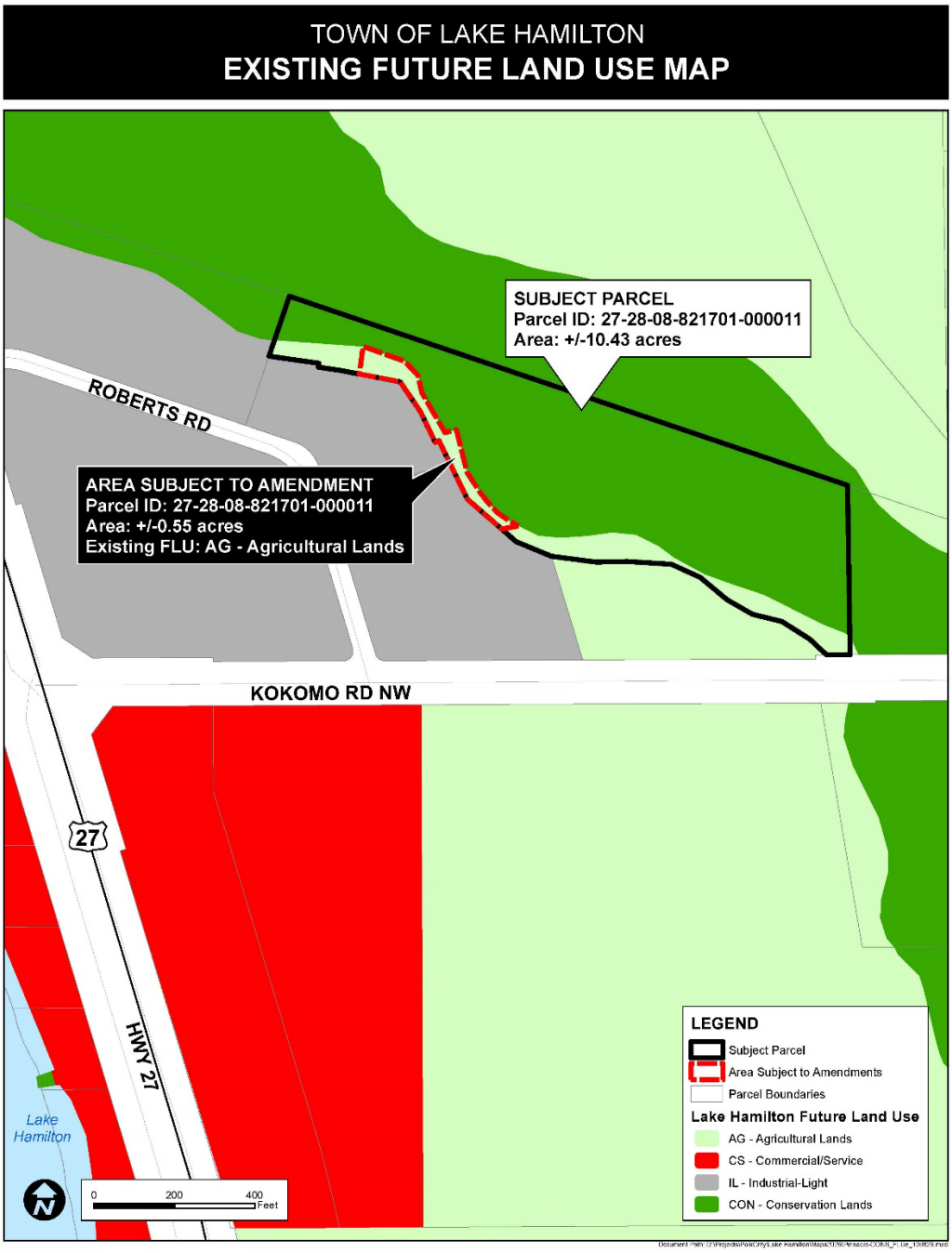
The Town Council may consider the request and make a motion to approve or deny based on the request's consistency with the Comprehensive Plan and compatibility with the surrounding area.

At the meeting of the Town Planning Commission held on October 21st, 2026, the Commission recommended approval of the request.

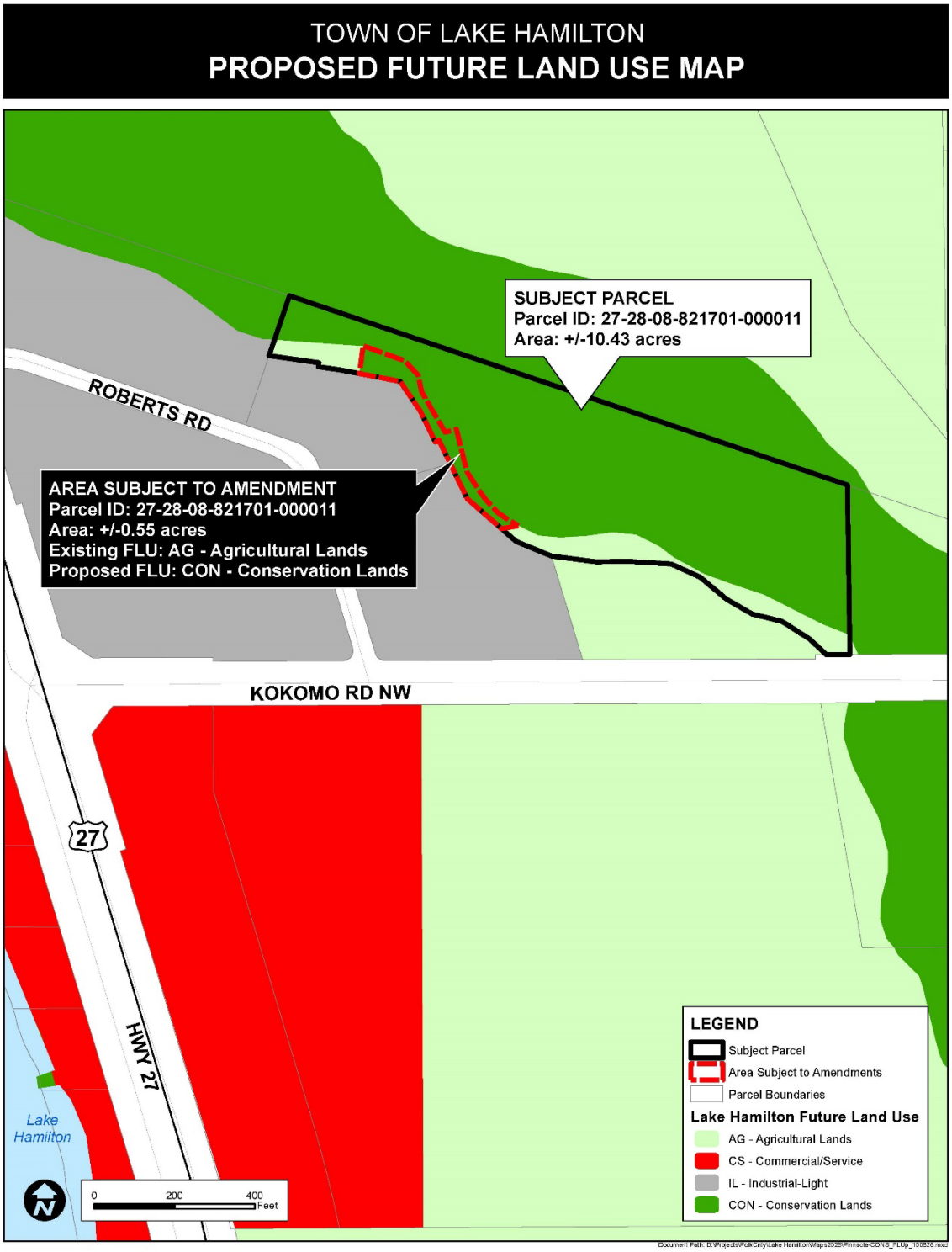
AERIAL MAP
FLU Amendment Subject Area



EXISTING FLU
FLU Amendment Subject Area



PROPOSED FLU
FLU Amendment Subject Area



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jonah Katz, Community Development Direcctor

AGENDA ITEM: **Public Hearing and First Reading of Ordinance O-2026-XX**: AN APPLICANT-INTIATED REQUEST REZONING A .55 ACRE PORTION OF A PARCEL OF LAND LOCATED ON THE NORTHEAST OF 901 ROBERTS ROAD 1890 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD FROM AGRICULTURE TO CONSERVATION (CON) ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION:

The applicant is requesting to rezone from Agriculture (AG) to Conservation (CON). The applicant has a companion FLU application requesting a change from Agricultural Lands to Conservation Lands. The attached staff report provides an analysis of the request. At their October 21, 2026 the Planning Commission recommended that Council approve this rezoning based on its consistency with the Town Comprehensive Plan and its compatibility with the surrounding areas.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):
Ordinance O-2026-XX - Rezoning CON Pinnacle Express Expansion_1132026.pdf
Pinnacle 2nd CON Zoning Staff Report_TOWNCOUNCIL.pdf

ORDINANCE O-2026-XX

AN ORDINANCE OF THE TOWN OF LAKE HAMILTON, FLORIDA, REZONING A .55 ACRE PARCEL OF LAND LOCATED ON THE NORTHEAST OF 901 ROBERTS ROAD 1890 FEET EAST OF THE INTERSECTION OF HIGHWAY 27 AND KOKOMO ROAD FROM AGRICULTURE TO CONSERVATION (CON) ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been a request for approval of a rezoning of the property described below; and

WHEREAS, the change will further the general health, safety, and welfare and be a benefit to the Town as a whole; and

WHEREAS, the zoning change requested by the applicant is consistent with the Future Land Use Element of the Lake Hamilton Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

1. The parcel is located 1890 feet east of the intersection of Highway 27 and Kokomo Roads on the northeast of 901 Roberts Road as shown on Map "A", which is attached hereto, and consists of a total of approximately .55 acres, and is described as follows:

   ROBERTS INDUSTRIAL PARK, LOTS 3 AND REPLAT PORTION OF LOT 40 & 41, PLAT BOOK 117, PAGE 11

2. The parcel, as platted and described above, constitutes less than five percent (5%) of the municipally zoned area of the Town.

3. Said property is hereby rezoned from AG Agriculture to CON Conservation Zoning District and the regulations of that District contained in the Land Development Code shall govern further public review and development of the property within this District with the following specific conditions:

   a. That any section, paragraph, or portion which may be deemed illegal or unconstitutional shall not affect any other section of this ordinance.

   b. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

   c. This ordinance shall take effect immediately upon adoption after second reading.

4. A certified copy of this Ordinance, as well as a copy of the Land Development Code shall be located in the Office of the Town Clerk of Lake Hamilton.

INTRODUCED and PASSED on first reading this 10th day of November, 2026.

PASSED and ADOPTED on second reading this ____ day of _____, 2026.

TOWN OF LAKE HAMILTON, FLORIDA

_____

PHYLLIS HALL, MAYOR

ATTEST:

_____

JAQUELINE BORJA, TOWN CLERK

Approved as to form:

_____

ANTHONY SABITINI, ESQ., TOWN ATTORNEY

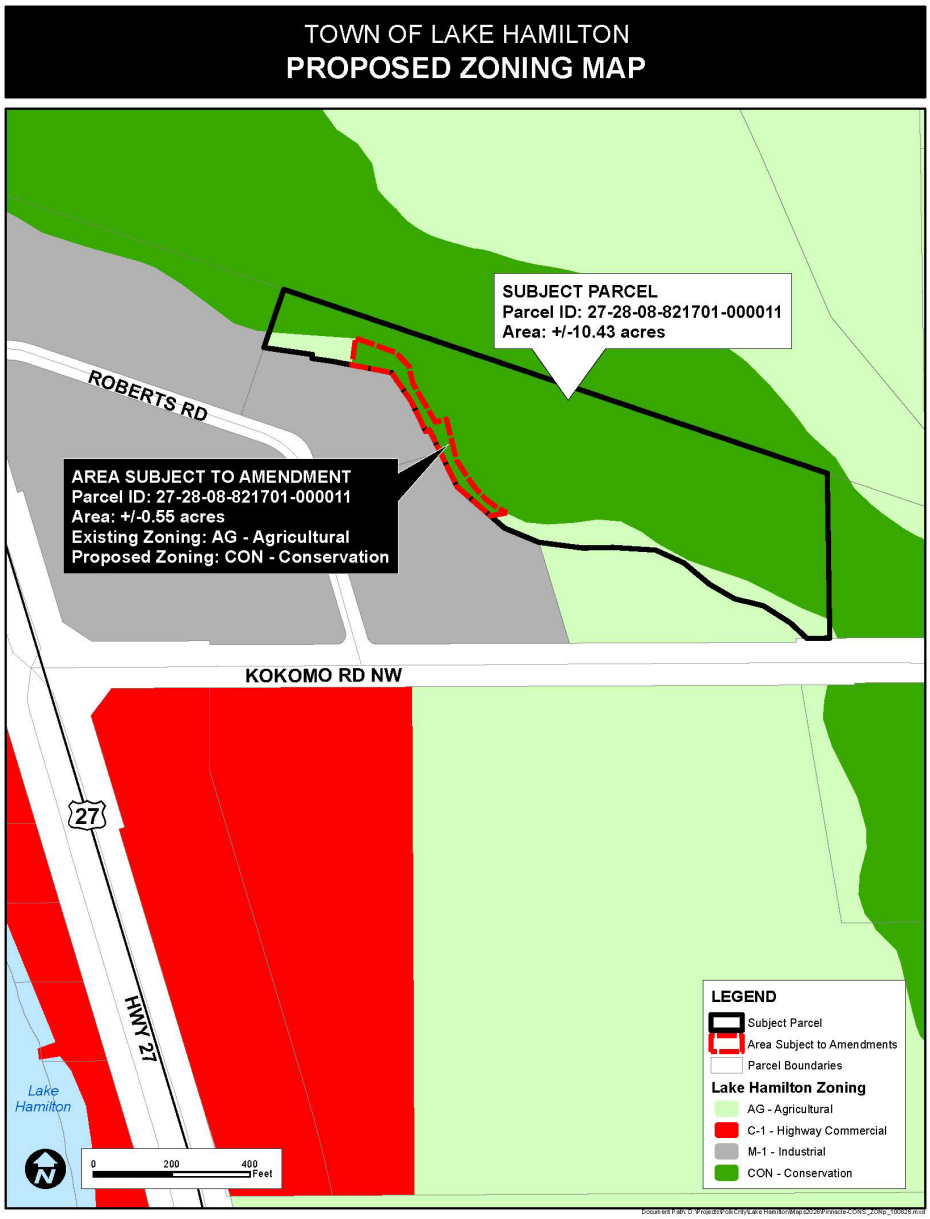
Record of Vote	**Yes**	**No**
Ortega		
Mathis		
Demanche		
Hall		
Collier		

MAP A

Legal Descriptions: Roberts Industrial Park Plat Book 117 Page 11, Lot 3 and Replat Portion Lot 40 and 41

Parcel ID Numbers: Part of 272808-821701-000011

Rezoning Map Amendment:



Town of Lake Hamilton

Zoning Staff Report

November 10, 2026

TO: LAKE HAMILTON TOWN COUNCIL

FROM: COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: **COMMERCIAL REZONING**
Ordinance 2026-XX: An applicant-initiated amendment to the Official Zoning Map of the Town of Lake Hamilton specifically changing the zoning for a portion of a parcel of land that totals approximately .55 +/- acres, generally located Northeast of 901 Roberts Road, approximately 1245 ft. east of the intersection of US 27 and Kokomo Road (272801-821701-000011), from Agricultural (AG) to Conservation (CON).

AGENDA & HEARING DATES:
Planning Commission Meeting: Wednesday, October 21st, 2026; 5:30 PM
Anticipated Town Council Meeting (First Reading): November 10, 2026; 6:00 PM
Anticipated Town Council Meeting (Second Reading): December 1, 2026 6:00PM

Attachments
Aerial Photo | Existing Zoning Map | Proposed Zoning Map | Ordinance 2026-xx Zoning

Overview:

APPLICATIONS	
Owner	Donald D. and Jo Ann Roberts
Agent	Carter and Kaye Engineering, LLC
Property Size	± .55 acres
Property Location	Generally located Northeast of 901 Roberts Road
Parcel ID	Portion of parcel 272817-000000-000011
Zoning: Existing	Agricultural (AG)
Zoning: Proposed	Conservation (CON)

BACKGROUND AND REASON FOR REQUEST:

The applicant is requesting to rezone from AG to CON to place the subject area into a more protective land use and zoning classification that will complement the environmental protections associates with the adjacent designation conservation zoning.. The applicant has a companion FLU application requesting Agricultural Lands to Conservation Lands designation. Descriptions for both the existing and proposed zoning districts are provided as follows:

Existing Agricultural (AG) Zoning District:

Sec. 16-104 Agricultural District

The AG zoning district summary was removed from the code in 2013. Per Sec. 16-103.1 (chart A-1) Design Standards, AG zoning requires a minimum 1 acre lot, minimum lot width of 200 ft., and a minimum floor area of 1,500 sq.ft, with a maximum density of 1 du / acre.

Proposed Consevation (CON) District:

Sec. 16-103 – Establishment of zoning districts

The Lake Hamilton municipal code establishes Conservation (CON) as a type of zoning district but provides no further summary or guidance for land use regulation.

Staff refers to the Conservation Lands (CV) future land use designation in the Comprehensive Plan to provide guidance, which is described as follows:

a) **Purpose:**
Identification of areas which have natural resources of unique value and which may be considered as wetlands or environmentally sensitive lands.

b) **Range of Potential Uses**:
Any use which has the primary purpose of protecting natural resources, including passive recreational use.

c) **Range of Potential Density/Intensity:**
Structures within the CV land use category shall be limited to docks and boardwalks, storage buildings or tools and equipment needed to maintain the area, and other accessory structures supportive of recreation activities. The maximum floor area ratio for shall not exceed 0.05.

COMPREHENSIVE PLAN COMPATIBILITY AND ZONING COMPATIBILITY:

Table 1 includes the density/intensity for the amendment to the Zoning Map designations for the property.

Table 1:
Analysis of Impacts from Proposed Rezoning

	Existing Zoning: Agricultural (AG) (.55 +/-acres)	**Proposed Zoning: Conservation (CON) (.55 +/- acres)**
Density/Intensity	1 du / acre	N/A
Density Potential	Less than one dwelling unit	N/A
Difference	Commercial / Residential allowed	Conservation Uses only

The proposed zoning change can be considered compatible with the surrounding area based on the Future Land Uses and zoning on nearby properties. More information is available in the Land Use Analysis located below

Zoning Analysis:

The subject property is surrounded by properties within the incorporated Town limits, A FLU application to Conservation Lands has been submitted concurrently with this request. To the South is a property currently zoned Agricultural that is undergoing review for a rezoning to Industrial (M-1).

The property to the north is vacant conservation property, zoned CON. To the South is vacant agricultural property, zoned AG. To the West is an existing industrial facility zoned Industrial (M-1) and vacant property, currently zoned Agricultural (AG).

The Land Use Matrix below outlines the existing and proposed Future Land Use and zoning of the subject portion of the property, the existing Future Land Use and zoning of adjacent properties, and the existing land use of the subject and adjacent properties. Proposed Future Land Use and Zoning Maps are also provided for reference.

Land Use Matrix

Northwest	North	Northeast
FLU: Town Conservation (CV) **ZONING**: Conservation **EXISTING USE:** vacant	**FLU: Town Conservation (CV)** **ZONING**: Conservation **EXISTING USE:** vacant	**FLU: Town Conservation (CV)** **ZONING**: Conservation **EXISTING USE:** vacant
West	**Subject Property**	**East**
FLU: Industrial Light **ZONING**: M-1 **EXISTING USE:** warehouses	**EXISTING FLU:** Agricultural **PROPOSED FLU:** CV **EXISTING ZONING:** Town AG **PROPOSED ZONING:** Town CON **EXISTING USE:** Vacant	**FLU:** Conservation **ZONING**: Conservation **EXISTING USE:** Vacant
Southwest	**South**	**Southeast**
FLU: Industrial Light **ZONING**: M-1 **EXISTING USE:** Industrial	**FLU:** Agricultural **ZONING**: AG **EXISTING USE:** Vacant	**FLU:** Conservation **ZONING**: CON **EXISTING USE:** Vacant

Public Facilities and Services Analysis:

The proposed amendment does not authorize or introduce additional development intensity and does not create additional demands on transportation, utilities, public facilities, stormwater infrastructure, or other public services.

Emergency Services:

Emergency services for both City and County-operated facilities are all in close proximity to the subject property. Police, fire, and EMS are located within a 3-mile radius (by car) and travel time without sirens is 6 minutes or less.

- Polk County Fire Rescue – 1.5 Miles ~ 4 minutes
- Lake Hamilton Police Department – 1.5 Miles ~ 4 minutes
- Winter Haven Hospital Emergency Room – 9.9 miles ~ 22 minutes
- Lakeland Regional Hospital Emergency Room – 35.6 miles ~ 50 minutes

Recommendation:

The applicant has stated that the proposed land use amendment places the subject area into a more protective land use and zoning classification and complements the environmental protections objectives associated with the adjacent designated Conservation Lands. The proposed Agricultural-to-Conservation amendments do not create additional development impacts and do not alter the impact conclusions of the previously submitted Impact Assessment Statements supplementing a related Future Land Use and Rezoning Request that was previously considered for a portion of this same parcel and an adjacent parcel. That proposal is planned to be heard at the 10/21/2026 Planning Commission and requests the conversion of approximately 4 acres of Agricultural Lands and a small portion of Conservation Land to Industrial-Light. This proposal creates a .55 acreage of additional Conservation Lands on the same parcel where .11 acres of Conservation are proposed to be taken away.

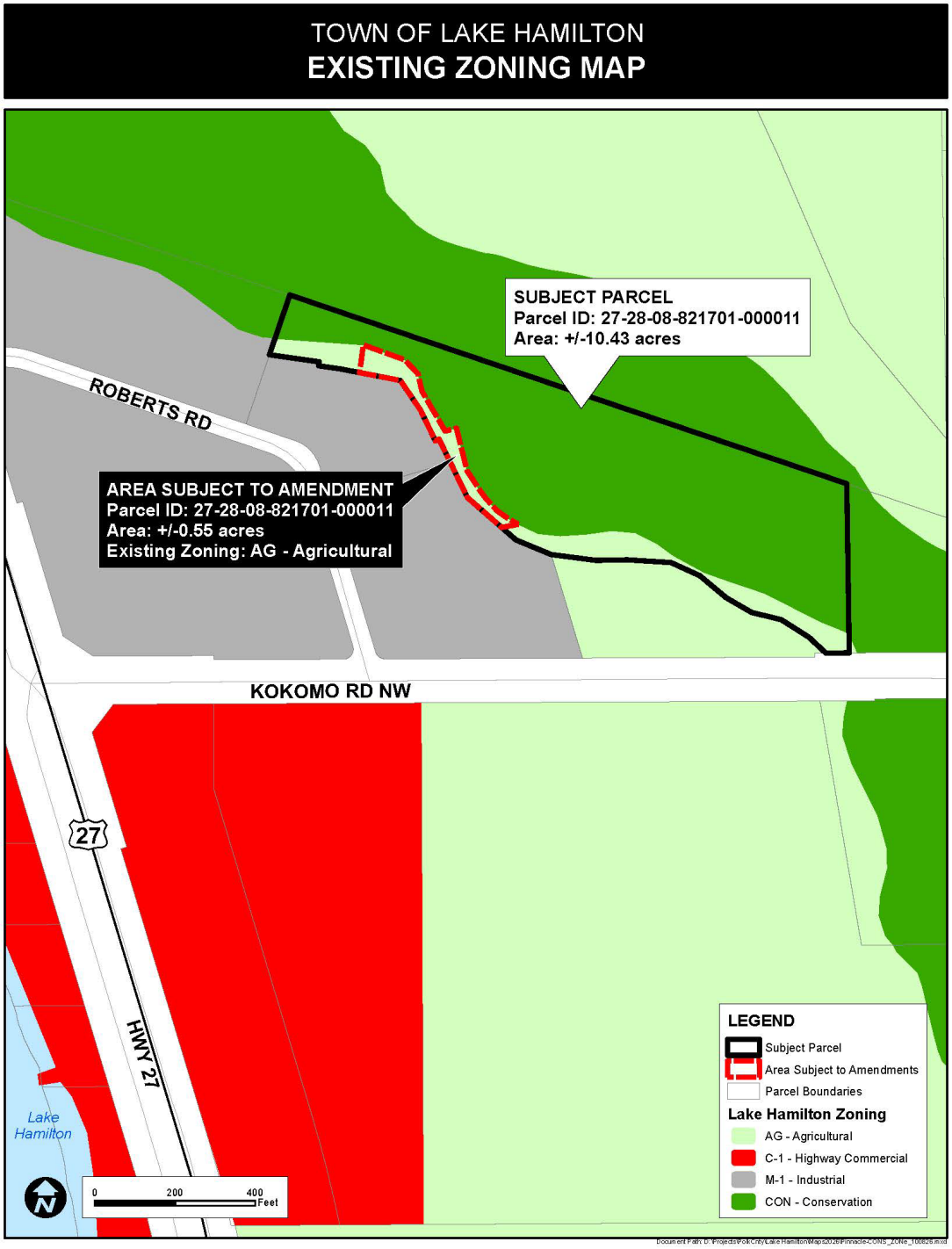
The Town Council may consider the request and make a motion to approve or deny based on the request's consistency with the Comprehensive Plan and compatibility with the surrounding area.

At the meeting of the Town Planning Commission held on October 21st, 2026, the Commission recommended approval of the request.

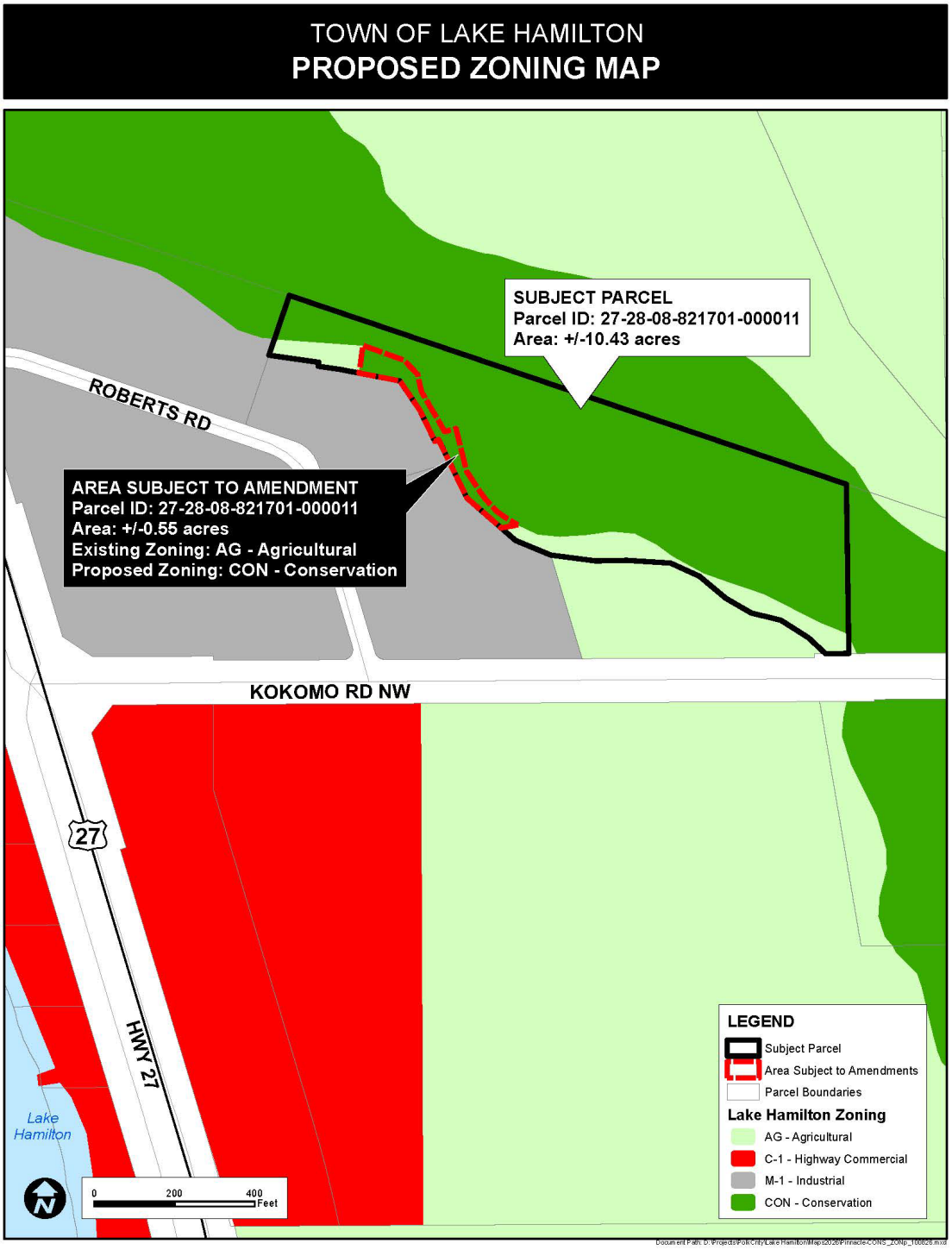
AERIAL MAP


TOWN OF LAKE HAMILTON
AERIAL PHOTO MAP
SUBJECT PARCEL
Parcel ID: 27-28-08-821701-000011
Area: +/-10.43 acres
ROBERTS RD
AREA SUBJECT TO AMENDMENT
Parcel ID: 27-28-08-821701-000011
Area: +/-0.55 acres
KOKOMO RD NW
27
HWY 27
Lake Hamilton
0
200
400
Feet
LEGEND
Subject Parcel
Area Subject to Amendments
Parcel Boundaries
Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community

Existing Zoning Map



Proposed Zoning Map



Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jonah Katz, Community Development Director

AGENDA ITEM: **First Reading of Ordinance** O-2026-6: AN ORDINANCE OF THE TOWN COUNCIL OF LAKE HAMILTON AMENDING THE CODE OF ORDINANCES, CHAPTER 16 LAND DEVELOPMENT CODE, ARTICLE VII DEVELOPMENT IN FLOOD-PRONE AREAS, TO CORRECT CROSS-REFERENCES, AMEND THE DESIGNATED POSITION OF THE FLOODPLAIN ADMINISTRATOR, AND AMEND THE DEFINITION OF MARKET VALUE FOR THE PURPOSE OF FLOODPLAIN MANAGEMENT; PROVIDING FOR CLARITY; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: This request initiated by the Town of Lake Hamilton is in response to recommended changes to our Land Development Code from the Florida Department of Emergency Management (FDEM). FDEM's Office of Floodplain Management assists communities in amending their floodplain management regulations to maintain compliance with the National Flood Insurance Program. Amending this part of the LDC assists the Town in bringing our ordinance to compliance with national insurance program standards and allows for more efficient access to flood relief and assistance from FEMA and other agencies. Planning Commission made a recommendation of approval for these amendments at their September hearing. Staff recommends approval of amendments and to forward them on for second hearing and adoption.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):

ORD 2026-xx Floodplain Management LDC amendment 1162026_TOWNCOUNNCIL.pdf
26_11_3 Floodplain language Staff Report_Council.pdf

ORDINANCE NO. 2026-X

AN ORDINANCE OF THE TOWN COUNCIL OF LAKE HAMILTON AMENDING THE CODE OF ORDINANCES, CHAPTER 16 LAND DEVELOPMENT CODE, ARTICLE VII DEVELOPMENT IN FLOOD-PRONE AREAS, TO CORRECT CROSS-REFERENCES, AMEND THE DESIGNATED POSITION OF THE FLOODPLAIN ADMINISTRATOR, AND AMEND THE DEFINITION OF MARKET VALUE FOR THE PURPOSE OF FLOODPLAIN MANAGEMENT; PROVIDING FOR CLARITY; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Florida Division of Emergency Management reviewed the Town's floodplain management regulations in the Town of Lake Hamilton Code of Ordinances, Chapter 16, Article VII Development in Flood-Prone Areas, and identified required and recommended modifications; and

WHEREAS, the Town of Lake Hamilton participates in the National Flood Insurance Program and the Town Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Parts 59 and 60, necessary for such participation.

WHEREAS, in exercise of its authority, the Town Council has determined it necessary to adopt the amendments to the Land Development Code Article VII Development in Floodplain Areas bring the Town's ordinance into compliance with the current national insurance program standards and ensure the Town's continued participation in the National Flood Insurance Program.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA:

Section 1. Ordinance Provisions. The provisions set forth in the recitals of this Ordinance, (whereas clauses) are hereby adopted by the Town Council as legislative findings and the intent of this Ordinance.

Section 2.. Amendment to the Code of Ordinances, Land Development Code. The Town Council of the Town of Lake Hamilton amends the Code of Ordinances, Chapter 16 Land Development Regulations, Article VII Development in Flood-Prone Areas as set forth in the following amendments, as shown in strikethrough and underline format in "Exhibit A".

Section 3. Applicability. For the purposes of jurisdictional applicability, this ordinance shall apply in the Town of Lake Hamilton. This ordinance shall apply to all applications for development in flood hazard areas submitted on or after the effective date of this ordinance.

Section 4. Inclusion into the Code of Ordinances. It is the intent of the Town Council that the provisions of this ordinance shall become and be made a part of the Town of Lake Hamilton Code of Ordinances, and that the sections of this ordinance may be renumbered or re-lettered. The word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Lake Hamilton, Florida, by and through its Town Council, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. Conflict. All ordinances and/or resolutions or parts of ordinances and/or resolutions which are in conflict with this ordinance are hereby repealed but only to the extent necessary to alleviate the conflict but shall continue in effect insofar as they are not in conflict herewith.

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Section 7. Repealing. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. Copy of Ordinance on File. An official, true, and correct copy of this Ordinance and the Town's Code of Ordinances, as adopted and amended from time to time, shall be maintained by the Town Clerk. The Town Clerk shall make copies available to the public for a reasonable publication charge.

Section 9. Administrative Correction of Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 10. Effective Date. This ordinance shall take effect immediately upon adoption.

INTRODUCED AND PASSED on first reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this _____ day of _____, 2026.

INTRODUCED AND PASSED on second reading by the Town Council of the Town of Lake Hamilton, Florida, meeting in regular session this _____ day of ____, 2026.

TOWN OF LAKE HAMILTON, FLORIDA

_____
PHYLISS HALL, MAYOR

ATTEST:

_____
JACQUELINE BORJA, TOWN CLERK

APPROVED AS TO FORM:

_____
ANTHONY SABATINI, TOWN ATTORNEY

Record of Vote	Yes	No
Ortega		
Mathis		
Demanche		
Hall		
Collier		

Ordinance No. 2026-x
Exhibit "A"

Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

PART II. CODE OF ORDINANCES

CHAPTER 16: LAND DEVELOPMENT CODE

ARTICLE VII. DEVELOPMENT IN FLOOD-PRONE AREAS

DIVISION 1. ADMINISTRATION

Sec. 16-399. General.

(a) *Title.* These regulations shall be known as the Floodplain Management Ordinance of the Town of Lake Hamilton, hereinafter referred to as "this ~~ordinance~~ article."

(b) *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(c) *Intent.* The purposes of this ~~ordinance~~ article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

(d) *Coordination with the Florida Building Code.* This ~~ordinance~~ article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

(e) *Warning.* The degree of flood protection required by this ~~ordinance~~ article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ~~ordinance~~ article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of Title 44 Code of Federal Regulations, sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ~~ordinance~~ article.

(f) *Disclaimer of liability.* This ~~ordinance~~ article shall not create liability on the part of the Town Council of Lake Hamilton or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

Sec. 16-400. Applicability.

(a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) *Areas to which this ~~ordinance~~ article applies.* This ~~ordinance~~ article shall apply to all flood hazard areas within the Town of Lake Hamilton, as established in section 16-400(c) of this article.

(c) *Basis for establishing flood hazard areas.* The flood insurance study for Polk County, Florida and Incorporated Areas dated December 22, 2016, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ~~ordinance~~ article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Town Hall, 100 Smith Avenue, Lake Hamilton.

(d) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 16-403 of this article the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ~~ordinance~~ article and, as applicable, the requirements of the Florida Building Code.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

(e) *Other laws.* The provisions of this ~~ordinance~~ article shall not be deemed to nullify any provisions of local, state or federal law.

(f) *Abrogation and greater restrictions.* This article supersedes any ~~ordinance~~ article in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this ~~ordinance~~ article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ~~ordinance~~ article.

(g) *Interpretation.* In the interpretation and application of this ~~ordinance~~ article, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 16-401. Duties and powers of the floodplain administrator.

(a) *Designation.* The Community Development Director ~~development director~~ is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

(b) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this ~~ordinance~~ article. The floodplain administrator shall have the authority to render interpretations of this ~~ordinance~~ article consistent with the intent and purpose of this ~~ordinance~~ article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ~~ordinance~~ article without the granting of a variance pursuant to section 16-405 of this ~~ordinance~~ article.

(c) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this ~~ordinance~~ article is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ~~ordinance~~ article.

(d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this ~~ordinance~~ article is required.

(e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 16-405 of this article.

(f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

(g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section 16-404 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection (d) of this section;

(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this ~~ordinance~~ article and the Florida Building Code to determine that such certifications and documentations are complete; and

(5) Notify the Federal Emergency Management Agency when the corporate boundaries of the Town of Lake Hamilton are modified.

(i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ~~ordinance~~ article and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this ~~ordinance~~ article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ~~ordinance~~ article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at Town Hall, 100 Smith Avenue, Lake Hamilton.

Sec. 16-402. Permits.

(a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ~~ordinance~~ article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ~~ordinance~~ article and all other applicable codes and regulations has been satisfied.

(b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this ~~ordinance~~ article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent

of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(c) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this ~~ordinance~~ article:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.

(9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

(d) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in section 16-403 of this article.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the floodplain administrator.

(e) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this ~~ordinance~~ article shall not be construed to be a permit for, or approval of,

any violation of this ~~ordinance~~ article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(f) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(g) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ~~ordinance~~ article or any other ordinance, regulation or requirement of this community.

(h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(1) The Southwest Florida Water Management District; F.S. § 373.036.

(2) Florida Department of Health for on-site sewage treatment and disposal systems; F.S. § 381.0065 and F.A.C. Ch. 64E-6.

(3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.

(4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(5) Federal permits and approvals.

Sec. 16-403. Site plans and construction documents.

(a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this ~~ordinance~~ article shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Where base flood elevations or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsections (b)(2) or (3) of this section.

(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection (b)(1) of this section.

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ~~ordinance~~ article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ~~ordinance~~ article.

(b) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

b. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.

(4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(c) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection (d) of this section and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subection (d) of this section.

(d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 16-404. Inspections.

(a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.

(b) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this ~~ordinance~~ article and the conditions of issued floodplain development permits or approvals.

(c) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this ~~ordinance~~ article and the conditions of issued floodplain development permits or approvals.

(d) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 16-403(b)(3)b of this ~~ordinance~~ article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(e) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection (d) of this section.

(f) *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ~~ordinance~~ article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

Sec. 16-405. Variances and appeals.

(a) *General.* The board of zoning adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of this ~~ordinance~~ article. Pursuant to F.S. § 553.73(5), the board of zoning adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.

(b) *Appeals.* The board of zoning adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this ~~ordinance~~ article. Any person aggrieved by the decision may appeal such decision to the circuit court, as provided by Florida Statutes.

(c) *Limitations on authority to grant variances.* The board of zoning adjustment shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection (g) of this section, the conditions of issuance set forth in subsection (h) of this section, and the comments and recommendations of the floodplain administrator and the building official. The board of zoning adjustment has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ~~ordinance~~ article.

(d) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in ~~subsection (c)~~ section 16-403(c) of this article.

(e) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

(f) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as

defined in this ~~ordinance~~ article, provided the variance meets the requirements of subsection (d), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(g) *Considerations for issuance of variances.* In reviewing requests for variances, the board of zoning adjustment shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this ~~ordinance~~ article, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(h) *Conditions for issuance of variances.* Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ~~ordinance~~ article or the required elevation standards;

(2) Determination by the board of zoning adjustment that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

c. The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 16-406. Violations.

(a) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this ~~ordinance~~ article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ~~ordinance~~ article, shall be deemed a violation of this ~~ordinance~~ article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ~~ordinance~~ article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(b) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this ~~ordinance~~ article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Secs. 16-407—16-434. Reserved.

DIVISION 2. DEFINITIONS

Sec. 16-435. General.

(a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ~~ordinance~~ article, have the meanings shown in this section.

(b) *Terms defined in the Florida Building Code.* Where terms are not defined in this ~~ordinance~~ article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

(c) *Terms not defined.* Where terms are not defined in this ~~ordinance~~ article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

Sec. 16-436. Definitions.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this article.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before November 5, 1980. [Also defined in FBC, B, Section 202.]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before November 5, 1980.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood insurance study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

(1) *Letter of map amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of map revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of map revision based on fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional letter of map revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the~~ The market value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser,~~ is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after November 5, 1980 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after November 5, 1980.

Park trailer. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01]

Recreational vehicle. A vehicle, including a park trailer, which is: (see in F.S. § 320.01)

(1) Built on a single chassis;

(2) 400 square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or

foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. [See Instructions and Notes]

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Secs. 16-437—16-457. Reserved.

DIVISION 3. FLOOD RESISTANT DEVELOPMENT

Sec. 16-458. Buildings and structures.

Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to section 16-402(c) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 16-464 of this article.

Sec. 16-459. Subdivisions.

(a) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 16-403(b)(1) of this ~~ordinance~~ article; and

(3) Compliance with the site improvement and utilities requirements of section 16-460 of this article.

Sec. 16-460. Site improvements, utilities and limitations.

(a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in F.A.C. Ch. 64E-6 and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in F.A.C. Ch. 62-532.500 and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(d) *Limitations on sites in regulatory floodways.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 16-403(c)(1) of this ~~ordinance~~ article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(e) *Limitations on placement of fill.* Subject to the limitations of this ~~ordinance~~ article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

Sec. 16-461. Manufactured homes.

(a) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249 and shall comply with the requirements of F.A.C. Ch. 15C-1 and the requirements of this article.

(b) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this ~~ordinance~~ article. Foundations for manufactured homes subject to subsection (f) of this section are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

(c) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) *Elevation.* Manufactured homes that are placed, replaced, or substantially improved shall comply with subsections (e) or (f) of this section, as applicable.

(e) *General elevation requirement.* Unless subject to the requirements of subsection (f) of this section, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A).

(f) *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to subsection (e) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

(1) Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A); or

(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 48 inches in height above grade.

(g) *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 for such enclosed areas.

(h) *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

Sec. 16-462. Recreational vehicles and park trailers.

(a) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(b) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection (a) of this section for temporary placement shall meet the requirements of section 16-461 of this article for manufactured homes.

Sec. 16-463. Tanks.

(a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection (c) of this section shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 16-464. Other development.

(a) *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ~~ordinance~~ article or the Florida Building Code, shall:

(1) Be located and constructed to minimize flood damage;

(2) Meet the limitations of section 16-460(d) of this article if located in a regulated floodway;

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(4) Be constructed of flood damage-resistant materials; and

(5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 16-460(d) of this article.

(c) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 16-460(d) of this article.

(d) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 16-460(d) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 16-403(c)(3) of this article.

Secs. 16-4645—16-488. Reserved.

Town of Lake Hamilton

Town Council

Agenda Staff Report

November 10, 2026

TO: Lake Hamilton Planning Commission

FROM: Jonah Katz, Community Development Director

SUBJECT: Request for approval of the Town Council of proposed amendments to Code of Ordinances, Chapter 16 Land Development Code related to Development in Flood-Prone Areas

AGENDA & HEARING DATES:

Planning Commission Meeting: September 9, 2026; 5:30 PM
Town Council Meeting – First Reading: November 10, 2026: 6:00 PM
Town Council Meeting – Second Reading: December 1, 2026: 6:00 PM

Attachments
Ordinance 2026-xx

TOWN COUNCIL MOTION OPTIONS:

1. I move for **approval** of the proposed amendments with final vote and adoption to occur upon second reading.

2. I move for **approval with changes** to the proposed amendments with final vote and adoption to occur upon second reading**.**

3. I move **continuation to a date and time certain**.

BACKGROUND AND REASON FOR REQUEST:

The Florida Department of Emergency Management (FDEM) Office of Floodplain Management reviews floodplain management ordinances of jurisdictions to ensure they are compliant with the current Federal Emergency Management Agency (FEMA) regulations and the National Flood Insurance Program. FDEM identified changes required to make Lake Hamilton's Floodplain Management Ordinance consistent with FEMA requirements.

The Town of Lake Hamilton is initiating a request to amend the Town's Land Development Code to update the Floodplain Management Section to address the recommended changes from FDEM. Amending this part of the LDC will bring the Town's ordinance into compliance with the current national insurance program standards and allows for more efficient access

to flood relief and assistance from FEMA and other agencies. FEMA can suspend a community's National Flood Insurance Program (NFIP) participation if its local floodplain management ordinance is outdated or no longer meets NFIP requirements. Suspension has serious consequences in that new and renewal NFIP flood insurance policies cannot be written and some forms of federal assistance cannot be provided (including some disaster assistance).

At the Planning Commission Meeting on September 9, 2026 a motion was approved to forward the proposed text amendments to the Town Council with a recommendation of **approval.**

Note: FDEM recommended a an additional minor revision to the proposed ordinance as some numbering of items was not shown to the Planning Commission as part of the Code Change. The minor revision, which does not impact the contact of the revisions, is found on page 18 of the ordinance.

PROPOSED CHANGES:

The proposed amendments in the attached Ordinance were prepared using input from FDEM. They include the following changes:

- Changing "ordinance" to "article"
- Changing "development director" to "Community Development Director"
- Updating cross references
- Removing the italicized format from the numbering under the definition for "Letter of Map Change (LOMC)"
- Updating definition for "Market Value"

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jonah Katz, Community Development Director

AGENDA ITEM: First Reading of Ordinance O-2026-XX AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA, AMENDING CHAPTER 20, NUISANCES, OF THE TOWN CODE OF ORDINANCES; ESTABLISHING SUPPLEMENTAL DIRECT-ABATEMENT PROCEDURES FOR VACANT LOTS; REVISING COST-RECOVERY AND LIEN-PRIORITY PROVISIONS IN SECTIONS 20-1 AND 20-49 TO CONFORM TO APPLICABLE FLORIDA LAW;

DATE: November 10, 2026

SUMMARY & RECOMMENDATION:

Town Council and Administration directed staff to explore options to empower the Town and its Code officials to abate nuisances on properties through Demand for Removal (DFR) ordinances. Staff presented, at Council's September meeting, some policies and procedures from neighboring communities to consider adapting to Town of Lake Hamilton's Code Enforcement procedures based on the priorities of Town leadership. In addition, it was discovered there are existing provisions in the adopted Town Code of Ordinances that did allow for more aggressive abatement procedures, allowing for tax assessments and liens to be placed on a property to pay for costs related to directly abated property nuisances. Direction from Council was to revise and development a code abatement policy that would apply to vacant lots only, clarifying unclear provisions in the current code while also limiting more aggressive abatement procedures to primarily apply to vacant lots.. Informed by other best practices and existing code provisions, staff has proposed a draft ordinance for Code Abatement.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):
Staff Recommendation - Code Abatement Draft Ordinance - November.pdf
REVISED Lake Hamilton Abatement Ordinance_1162026.pdf

Recommendation

To: Town Council

From: Jonah Katz, Director - Community Development Department

Date: November 10, 2026

Subject: Code Abatement Ordinance – First Reading

RECOMMENDATION: Review updated Code Abatement Ordinance

BACKGROUND AND PURPOSE:

Town Council and Administration directed staff to explore options to empower the Town and its Code officials to abate nuisances on properties through Demand for Removal (DFR) ordinances. Staff presented, at Council's September meeting, some policies and procedures from neighboring communities to consider adapting to Town of Lake Hamilton's Code Enforcement procedures based on the priorities of Town leadership. In addition, it was discovered there are existing provisions in the adopted Town Code of Ordinances that did allow for more aggressive abatement procedures, allowing for tax assessments and liens to be placed on a property to pay for costs related to directly abated property nuisances. Direction from Council was to revise and development a code abatement policy that would apply to vacant lots only, clarifying unclear provisions in the current code while also limiting more aggressive abatement procedures to primarily apply to vacant lots.. Informed by other best practices and existing code provisions, staff has proposed a draft ordinance for Code Abatement.

SUMMARY OF ORDINANCE:

1) Rather than limiting the Town's existing abatement authority, a separate section was added establishing additional procedures specifically for vacant lots, consistent with Council's direction. This preserves the Town's existing authority to abate nuisances on occupied properties while emphasizing the abatement authority over vacant lots.
2) Revision of the existing lien provisions to remove language granting abatement liens equal priority with ad valorem tax liens, as that language conflicts with Florida case law (*City of Palm Bay v. Wells Fargo Bank).* The revisions preserve the Town's ability to recover abatement costs through legally authorized collection methods.

Staff would recommend review of proposed draft ordinance for consideration and adoption. Upon Town Council direction staff will schedule required public hearings before Town Council, and publish public notices as required by state statute.

FISCAL AND STRATEGIC IMPLICATIONS:

Efficient Enforcement: Allows for an equitable, expeditious, and effective method of enforcing the Town's code by directly removing nuisance conditions that impact residents and businesses.

Fiscal Impact: Additional fiscal responsibilities from the Town include financing vendor costs for abatement removal and pursuing reimbursement from the property owner in violation, including the

imposition of liens against the property. Additional administrative responsibilities in managing vendor contracts and

ORDINANCE O-2026-XX

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, POLK COUNTY, FLORIDA, AMENDING CHAPTER 20, NUISANCES, OF THE TOWN CODE OF ORDINANCES; ESTABLISHING SUPPLEMENTAL DIRECT-ABATEMENT PROCEDURES FOR VACANT LOTS; REVISING COST-RECOVERY AND LIEN-PRIORITY PROVISIONS IN SECTIONS 20-1 AND 20-49 TO CONFORM TO APPLICABLE FLORIDA LAW; PRESERVING EXISTING ABATEMENT AUTHORITY ON OTHER PROPERTIES; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Town has adopted Chapter 20, Nuisances, including Article I (In General), Article II (Derelict, Wrecked, Inoperative and Abandoned Property), and Article III (Property Maintenance); and

WHEREAS, Sections 20-1, 20-28, and 20-49 of the Town Code presently provide nuisance enforcement and abatement remedies applicable to property within the Town; and

WHEREAS, the Town Council desires to establish supplemental direct-abatement procedures for vacant lots without diminishing existing abatement authority on occupied or other properties; and

WHEREAS, the Town Council further desires to clarify that costs of nuisance abatement may be recovered through legally authorized remedies, but that lien priority and tax-roll collection may arise only pursuant to applicable Florida law and completion of all required statutory procedures; and

WHEREAS, the Town Council has complied with the applicable notice and hearing requirements of section 166.041, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA:

SECTION 1. AMENDMENT TO CHAPTER 20, ARTICLE III.

Chapter 20, Article III, Property Maintenance, of the Town of Lake Hamilton Code of Ordinances is amended by adding a new Section 20-51, to read as follows. Except as expressly amended in Sections 2 and 3 below, existing Chapter 20 provisions remain unchanged.

(Underlined text indicates additions to the existing Code; stricken text indicates deletions from the existing Code.)

Sec. 20-51. Supplemental direct abatement procedures for vacant lots.

(a) Purpose and cumulative authority. This section establishes supplemental procedures for the Town to arrange and perform limited direct abatement of nuisance conditions on vacant lots. It supplements, and does not replace or restrict, Sections 20-1, 20-22 through 20-28, 20-41 through 20-50, or any other lawful enforcement, abatement, emergency, judicial, or cost-recovery remedy available to the Town. No existing authority to abate nuisances on occupied or improved properties is repealed or diminished.

(b) Vacant lot. For purposes of this section only, “vacant lot” means a parcel that is not presently occupied for residential or commercial purposes and on which no lawful residential or commercial activity is being conducted. A parcel containing an unoccupied building may qualify only for exterior, nonstructural nuisance abatement under this section. The existence of a vacant lot does not authorize entry into any building, demolition, or removal of fixtures or personal property not specifically subject to an applicable lawful removal procedure.

(c) Eligible violations and limited scope. This section applies only to conditions constituting a nuisance or property-maintenance violation under an existing provision of Chapter 20, including excessive vegetation, rubbish, debris, trash, or other exterior conditions identified in a written notice. Work shall be limited to measures reasonably necessary to correct the cited condition. The Town shall not use this section to demolish a structure, conduct interior remediation, or seize or dispose of a vehicle or other property where separate procedures under applicable law are required.

(d) Notice, opportunity to cure, and appeal. Before proceeding under this section, the Town shall comply with the applicable notice, opportunity-to-cure, extension, and appeal provisions of the underlying Code section being enforced, including Sections 20-49 and 20-50 when enforcing Article III. A timely appeal shall stay nonemergency abatement until the appeal is resolved and any applicable additional compliance period expires. The Town shall not shorten an existing notice or appeal period by relying on this supplemental section.

(e) Verification and authorization. After the applicable compliance and appeal periods expire, the Code Enforcement Division shall reinspect the property and document the continuing violation, including photographs or comparable evidence. The Division shall prepare a description of the proposed corrective work and a reasonable estimate of anticipated costs. The Town Administrator or designee may authorize the work, subject to applicable budgetary and procurement requirements. The Town may use its employees or qualified contractors selected in accordance with Town procurement requirements.

(f) Entry and performance of work. Following compliance with the notice and appeal procedures required by this section, the Town and its authorized contractors may enter upon a vacant lot and perform work reasonably necessary to abate the identified nuisance, to the extent authorized by law. The Town may proceed without the owner's consent where entry is otherwise lawful. Where judicial authorization is required, or where the owner obstructs or prevents entry, the Town is authorized to seek injunctive or other appropriate relief from a court of competent jurisdiction authorizing entry and abatement. Nothing herein shall limit the Town's authority to address emergency conditions or serious threats to public health, safety, or welfare as otherwise authorized by law.

(g) Record of work and costs. The Division shall maintain a record identifying the parcel, applicable Code violation, notices, appeal disposition, authorization, dates and nature of work, photographs where practicable, vendor invoices, and reasonable documented labor, equipment, administrative, and disposal expenses. Only costs recoverable under applicable law and the underlying enforcement provisions may be charged to the responsible owner or property.

(h) Recovery of expenses. The Town may pursue recovery of reasonable, documented abatement expenses through the remedies authorized by Chapter 20 and applicable Florida law, as amended by this Ordinance. A non-ad valorem assessment may be levied or collected under section 197.3632, Florida Statutes, only if legally authorized and only upon compliance with the applicable statutory procedures. Nothing in this section independently creates a tax lien, establishes priority over previously recorded interests, or authorizes collection on the ad valorem tax bill.

(i) Other properties; emergencies; savings. The supplemental process in this section is limited to vacant lots. All provisions of Chapter 20 authorizing enforcement or abatement on occupied, improved, or other property remain in full force and effect. Nothing herein limits lawful emergency measures or remedies authorized under state law or other Town ordinances, subject to applicable constitutional and procedural requirements.

SECTION 2. AMENDMENT TO SECTION 20-1(e) AND (f).

Section 20-1(e) and (f) of the Town Code are amended to read as follows:

(e) Abatement by town; assessment of costs; collection of charges. In the event the owner of such premises fails to comply with the town clerk's directions, and has either failed to timely appeal such directive, or has been unsuccessful in his appeal before the town council, then the town may proceed to clean up such premises by doing whatever work is necessary to render such property clean in order to comply with this section. All reasonable costs incurred by the town in the performance of such service shall be charged against the property, and such cost shall bear interest at the highest legal rate, per annum, beginning the first day of the month next succeeding the month in which the work was done. ~~At the time the next succeeding annual town ad valorem tax payment is due on said property, the charge on said property imposed pursuant to this section shall be a lien on the property, equal in dignity with the municipal ad valorem taxes, and enforceable in the same manner as is provided for the collection of delinquent ad valorem taxes.~~The town may recover such charges through any lien, assessment, civil action, or other remedy authorized by Florida law, subject to all applicable statutory requirements. No lien shall have priority equal to an ad valorem tax lien except as expressly authorized by state law.

(f) Notice of claim of lien. The town clerk, or his duly authorized representative, is hereby authorized to prepare and file a notice of claim of lien in the office of the circuit court of the county, claiming a lien against such property for each and every charge imposed pursuant to this section by the town, together with accrued interest, to enforce compliance with this section. The filing fee for filing such notice of claim of lien shall also be taxed against the subject property. Any lien under this subsection shall be created and recorded only to the extent authorized by Florida law and shall have only the priority provided by such law.

SECTION 3. AMENDMENT TO SECTION 20-49(d), (e), AND (h).

Section 20-49(d), (e), and (h) of the Town Code are amended to read as follows; all other subsections remain unchanged:

(d) If abatement is effected by the division as provided in subsection (c), the cost to the town of abating the nuisance on each lot, including all administrative and operating fees shall be calculated and assessed against the lot as an assessment pursuant to state law and may be collected pursuant to F.S. § 197.3632, if the assessment and method of collection are authorized by law and all applicable statutory procedures have been satisfied.

(e) The division shall mail a notice of the assessment to the owner at the address on record with the county property appraiser's office specifying the violation that was abated, the address or parcel identification number of the lot in which the abatement occurred, the cost of abatement with a statement that if not paid in full within 90 days, the cost shall be recorded against the owner as an assessment and will create ~~a first lien, equal to a lien for nonpayment of property taxes~~a lien only to the extent authorized by Florida law, with the priority provided by such law. Such notice shall specify the date certain in which the cost of abatement must be paid.

(h) After 90 days of the notice sent pursuant to subsection (e), the division is hereby authorized and shall record in the official records of the county a claim of lien for assessment in the name of the town, indicating the code enforcement case number and caption, the property owners, the lot subject to the assessment with the legal description and parcel identification number, and the amount of the assessment. Such claim of lien for assessment shall be signed by the division director. ~~The lien created hereby shall be~~

~~a first lien, equal to a lien for nonpayment of property taxes.~~Any such lien shall be created, recorded, and enforced only as authorized by Florida law and shall have only the priority provided by such law.

SECTION 4. SEVERABILITY.

If any provision of this Ordinance or its application is held invalid, the remaining provisions and applications shall remain in effect to the extent they can be given effect without the invalid provision or application.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

It is the intention of the Town Council that Section 1 be codified in Chapter 20 of the Town Code. The codifier may renumber, reletter, and correct non-substantive typographical or formatting errors consistent with the intent of this Ordinance.

SECTION 6. CONFLICTS.

Ordinances or parts of ordinances in conflict with this Ordinance are repealed only to the extent of the conflict. This Ordinance shall not be construed to repeal or restrict any existing nuisance abatement authority except where expressly stated.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

INTRODUCED AND PASSED on first reading this ____ day of _____, 2026.

PASSED AND ADOPTED on second reading this ____ day of _____, 2026.

TOWN OF LAKE HAMILTON, FLORIDA

_____
PHYLLIS HALL, MAYOR

ATTEST WITH SEAL:

_____
JACQUELINE BORJA, TOWN CLERK

Approved as to form:

_____
ANTHONY SABATINI, TOWN ATTORNEY

Record of Vote	**Yes**	**No**
Ortega		
Mathis		
Demanche		
Hall		
Collier		

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Services Director

AGENDA ITEM: **RESOLUTION R-2026-XX:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, LAKE HAMILTON, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2026-2027; DELINEATING AN AMENDMENT TO THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; REPEALING ALL PROVISIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: Staff is recommending approval of a budget amendment for the FY 26-27 to fund the approved FY25/26 purchase of a truck from Palmetto Ford. This Item was funded in the FY25/26 budget and ordered from Palmetto Ford on 8/21/2026 but the vendor was unable to process an invoice before the October 2026 as the truck is still in production at the factory and delivery is still outstanding.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: Funding from reserves requested to be transferred to GL Code 401-533-632.

RECOMMENDATION:

ATTACHMENT(S):
(Action Item) Resolution R-2026-XX budget amendment template.pdf
(Action Item) Budget Amendment Request Form Pallmeto F150.pdf

RESOLUTION R-2026-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, LAKE HAMILTON, POLK COUNTY, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN OF LAKE HAMILTON FOR FISCAL YEAR 2026-2027; DELINEATING AN AMENDMENT TO THE EXPENDITURES BY DEPARTMENT OF ACTIVITY; REPEALING ALL PROVISIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after a duly noticed meeting of the Town Council of the Town of Lake Hamilton, Florida, the 2026-2027 budget amendment was presented to the people of the Town of Lake Hamilton on November 10, 2026; and

WHEREAS, public comments and input were considered by the Town Council in approving the attached budget amendment.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LAKE HAMILTON, FLORIDA, AS FOLLOWS:

SECTION 1.
The attached Enterprise Fund budget amendment request in "Exhibit A" for the Town of Lake Hamilton is hereby adopted and incorporated by reference.

SECTION 2.
The sums of money delineated therein, or as much as may be authorized by law, or as may be needed or deemed necessary to defray the expenses and liabilities of the Town are herein confirmed, ratified, and appropriated for the corporate purposes and objects of said Town herein specified.

SECTION 4. CONFLICTS.
All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SEVERABILITY.
If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 6. EFFECTIVE DATE.
This Resolution shall take effect upon its approval and adoption by the Town Council.

INTRODUCED and PASSED at the regular meeting of the Town Council of Lake Hamilton, Florida, held this 10th day of November 2026.

TOWN OF LAKE HAMILTON, FLORIDA

PHYLLIS HALL, MAYOR

ATTEST:

JACQUELINE BORJA, TOWN CLERK

Approved as to form:

ANTHONY SABATINI. TOWN ATTORNEY

Record of Vote	Yes	No
Collier		
Mathis		
Ortega		
Demanche		
Hall		

Town of Lake Hamilton
100 Smith Avenue - P.O. Box 126
Lake Hamilton, Florida 33851
(863) 439-1910
www.townoflakehamilton.com

BUDGET AMENDMENT REQUEST FORM

"FR0M ACCOUNT"		
Account Number	**Current Balance**	**Amount Transfer**
Reserves		

"TO ACCOUNT"		
Account Number	**Amount Transferred**	**New Balance**
401-533-632 FY26/27	$46,056.00	$401,056.00

JUSTIFICATION:

Truck was ordered from Palmetto Ford on 8/21/2026. Truck is currently under construction at factory and we are awaiting delivery.

APPROVALS:

_____
Brittney Sandoval, Town Administrator, ***Signature / Date***

_____
Phyllis Hall, Mayor, ***Signature /Date***

Entry Control #_____

Fiscal Year _____

Transaction Date: _____/_____/_____

(For Finance Department Use Only)

_____
Finance Officer's - Signature / Date

(Request to be placed on Council Consent Agenda for Approval)

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Services Director

AGENDA ITEM: Consider Approval of ADDENDUM 5 TO SUPPLEMENTAL AGREEMENT 24-005 with Pennoni – MONROE ST. WATER TREATMENT PLANT CONSTRUCTION TECHNICAL SERVICES – GROUNDING STUDY, BENCH TESTING, AND DISINFECTION BYPRODUCT ASSESSMENT SERVICES

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: Staff is requesting the Town Council's authorization to enter into agreement for Addendum 5 with Pennoni for Supplement Agreement 24-005.
During the Phase II Water Treatment Infrastructure Improvement Project the town staff and engineering team determined the need for additional improvements to the project. 1. Grounding Study; Purpose of the grounding study is to assess the effectiveness of the WTP grounding system to help ensure the safety and reliability of the existing electrical system infrastructure.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: Services described herein can be funded using remaining State Revolving Fund (SRF) contingency funds from the ongoing Monroe Water Treatment Plant Project. GL Code 401-533-633

RECOMMENDATION:

ATTACHMENT(S):
(Action Item) ADDENDUM 5 - LAKHA24005P Monroe Street WTP Additional Servcies Proposal V2.pdf
(Action Item) REQUEST FOR PAYMENT VOUCHER Addendum 5.pdf

401 Third Street SW
Winter Haven, FL 33880
T: 863-324-1112
F: 863-294-6185

www.pennoni.com

September 15, 2026

Proposal No. LAKHA24005P

Ms. Brittney Sandoval, Town Administrator
Town of Lake Hamilton
Post Office Box 126
Lake Hamilton, Florida 33851

RE: ADDENDUM 5 TO SUPPLEMENTAL AGREEMENT 24-005 – MONROE ST. WATER TREATMENT PLANT CONSTRUCTION TECHNICAL SERVICES – GROUNDING STUDY, BENCH TESTING, AND DISINFECTION BYPRODUCT ASSESSMENT SERVICES

Dear Ms. Sandoval:

We are pleased to submit this Addendum 5 to Agreement 24-005 to provide additional consulting engineering services for the referenced Project. Based on recent conversations with FDEP staff, it appears the additional services described herein can be funded using remaining State Revolving Fund (SRF) contingency funds from the ongoing Monroe Water Treatment Plant Project.

Upon review and approval, please sign and return one (1) executed copy of this Agreement to our office.

Please call if you have any questions. We sincerely appreciate the opportunity to assist the Town of Lake Hamilton with this important Project.

Sincerely
Pennoni

Steven L. Elias, P.E.
Vice President

ADDENDUM 5 TO SUPPLEMENTAL AGREEMENT NUMBER LAKAH24005

By and Between

TOWN OF LAKE HAMILTON - and – PENNONI ASSOCIATES INC.

Project

MONROE STREET WTP CONSTRUCTION TECHNICAL SERVICES – BENCH TESTING, GROUNDING STUDY, AND DISINFECTION BYPRODUCT ASSESSMENT SERVICES

1.0 GENERAL: This is Addendum 5 to Supplemental Agreement LAKHA24005P to the Master Agreement between the Town of Lake Hamilton (Town, Client, or Owner) and Pennoni Associates Inc. (Engineer or Pennoni) for professional engineering services dated 9 February 2007. Except as provided for herein, the provisions of the Master Agreement between the Town and Engineer shall apply to this Supplemental Agreement.

2.0 EMPLOYMENT: The Town hereby retains the continuing professional engineering services of Engineer, in consideration of the mutual covenants contained herein, and agrees in respect to the performance of professional engineering services by Engineer and the payment for those services by Town as set forth herein.

3.0 PROJECT BACKGROUND AND ASSUMPTIONS: The Town commissioned Pennoni to provide bidding and technical support services during construction for the Town's Monroe Street Water Plant and Well Improvements Project. Construction of the Project was bid in the fall or 2024 and was awarded to TLC Construction.

During construction the Town's water plant was hit by lightning, which damaged various power and instrumentation systems. As a result, the Town wishes to investigate and verify the adequacy of the existing grounding system to help prevent future power surge and/or lighting strike impacts to help improve the reliability of the controls and electrical system components being constructed.

Additionally, as a consequence to a February 2026 sulfide degasifier failure and the May 2026 lighting strike, several of the controls systems were damaged and various chemical feed systems have been off-line since then, which has caused water quality compliance issues. For example, the Town's 4-sample Disinfection By-Product (DBP) levels have increased above the Maximum Contaminant Level (MCL) regulatory compliance limits. As a result, the Florida Department of Health issued a Consent Order (effective July 8, 2026) requiring the Town to document the root causes of the MCL violations

and to develop a corrective action plan. In addition to conducting and engineering assessment and Corrective Action Report, the Town wishes to perform bench testing to analyze DBP formation, chlorine decay rates, and develop a chemical feed plan to help Town staff operate the new Phase 2 chemical feed systems and equipment to help ensure DBP limits are not exceeded in the future. This will be especially helpful considering potential challenges associated with blending water from the new off-site wellfield being constructed as part of the ongoing Phase 2 Monroe Street Water Treatment Plant improvements project.

Based on discussions with Town staff, assumptions associated with the proposed work efforts include, but are not limited to the following:

Grounding Study:

- Purpose of the grounding study is to assess the effectiveness of the WTP grounding system to help ensure the safety and reliability of the existing electrical system infrastructure.
- Pennoni will utilize Electrical Engineering Enterprises, Inc. (FL EC13012154) out of Tampa, FL to conduct the Grounding Study and will provide their assessment report to the Town for consideration.
- Field effort has been budgeted to occur within 4 days using two field technicians, assuming Town will facilitate all testing described within this proposal.
- The Town will be responsible for shutting down, isolating, and tagging out all hazardous energy sources so all parties can then place their lock or tag on the isolation points or group lock box. Additionally, the Town shall perform all circuit switching within the scope of work.

DBP Assessment and Corrective Action Plan:

- Pennoni's assessment will be based on best available existing data, historical records, and input from Town staff and will not include new testing or independent verification of said data.
- Pennoni will make endeavor to consider to status of ongoing construction activities along with current operational challenges to develop practical corrective action recommendations.

Bench Testing and Summary Report:

- Pennoni will work jointly with the Town to collect raw water samples for both the on-site wellfield (2 wells) and the new Kokomo road offsite wellfield (1 well).
- It is envisioned that the Town will conduct future bench testing efforts to expand on this initial bench testing effort to better understand the chemical interactions associated with blending the Town's various water supply sources (PRWC, etc.) to help optimize treatment, chemical dosing protocols, and distribution system operations.
- The initial bench testing scope of work described herein will assess and provide recommendations to help optimize removal of sulfides and minimizing DBP formation for the following considerations:
  - Dose response of acid addition with 2 source water blends;
  - Optimizing pH for H_2S removal;

- Chlorine demand for two raw water blends and aeration effluents;
- DBP formation for raw and pre-treated source waters as functions of water age;
- DBP formation for pretreated raw water as a function of pH; and
- DBP formation for pretreated raw water as a function of two chlorine dose targets (one each for the GSR and the distribution system).

Town staff requested Pennoni to provide the necessary additional technical services. Based on recent discussions with FDEP staff, it appears the additional design and technical services during construction are eligible to be funded out of the existing State Revolving Fund (SRF) funding package contingency funds.

4.0 PURPOSE: The purpose of this Agreement is to authorize Pennoni to provide the services described in Section 5.0 herein for the fee described in Section 6.0 herein.

5.0 SCOPE OF WORK: Pennoni shall provide, or obtain from others, professional engineering design services for this Project. Pennoni's services will include serving as the Town's engineering representative for the Project, providing customary professional civil engineering and consulting services. Pennoni makes no warranties, express or implied, under this Task Authorization or otherwise, in connection with Pennoni's services. The following sections describe Pennoni's additional scope of work for this Project.

5.1 Bidding Services: NO CHANGE

5.2 Technical Services During Construction: Pennoni via its subconsultant (Electrical Engineering Enterprises of Tampa, FL) will:

5.2.1 Grounding Study:

5.2.1.1 Field Assessment – conduct a field assessment of each existing WTP component (existing and/or as recently constructed by the Phase 2 WTP Contractor as of the time of the assessment) to identify potential grounding issues.

5.2.1.2 Field Testing – Conduct a series of tests and measurements to evaluate the performance of the grounding system under various conditions.

5.2.1.3 Summary Report – Prepare and submit a report to summarize Electrical Engineering Enterprise's assessment of the current status of the grounding system and outline steps that can be taken to address known deficiencies or areas for improvement.

5.2.2 DBP Assessment and Corrective Action Report:

5.2.2.1 Data Review: Review readily available data related to plant operations, water testing, DBP formation, plant and distribution system infrastructure, and Health Department correspondence.

5.2.2.2 Meetings: Meet with Town staff to discuss assessment objectives, historical operations and test results, and other related matters.

5.2.2.3 Data Summary: Prepare various tables, graphs, and figures to summarize historical operations, activities, and testing data.

5.2.2.4 Draft Report: Prepare and submit a draft DBP Assessment and Corrective Actions Report for Town review.

5.2.2.5 Final Report: Prepare and submit a final DBP Assessment and Corrective Actions Report, which incorporates any Town feedback.

5.2.3 Bench Testing and Summary Report:

5.2.3.1 Water Sampling – Coordinate with Town staff to collect water samples for both onsite and offsite wellfields and ship sample coolers to benchtest subconsultant for bench testing and laboratory analyses.

5.2.3.2 Bench Testing – perform bench testing for various blending and operational scenarios as outlined in the scope of work assumptions (Section 3.0)

5.2.3.3 Lab Testing – Coordinate with a water quality laboratory to perform all water quality testing associated with the bench testing.

5.2.3.4 Dosing Recommendations: Prepare a written summary of various chemical dosing recommendations to maximize finished water quality.

5.2.3.5 WTP Water Quality Improvement Recommendations – provide generalized recommendations for chemical feed and/or DBP formation reduction based on the findings of the bench testing.

5.2.3.6 Summary Report: prepare and submit a summary report of our findings.

5.3 Exclusions: NO CHANGE

6.0 PENNONI'S COMPENSATION

6.1 Our additional lump sum fees, excluding reimbursable costs, to provide the above-described services are as follows:

Grounding Study	$ 23,750
DBP Assessment and Corrective Action Plan	$ 12,000
Bench Testing and Summary Report	$ 49,000
TOTAL	**$84,750**

6.2 Should the Client elect to expand the Scope of Work to include work tasks not covered in this agreement, Pennoni will perform the requested additional work tasks based on: (A) A mutually agreed upon fixed fee; or (B) The time we spend and the costs we incur to perform the work in accordance with our Town-approved Schedule of Hourly Rates and Reimbursable Costs.

6.3 It is understood and agreed that cost tradeoffs among the various cost categories and work tasks are allowable, so long as the total estimated cost of all work tasks is not exceeded without the Town's written approval.

7.0 TOWN'S RESPONSIBILITIES: Town will:

7.1 Shut down, isolate, lock or tag out all Hazardous energy sources and also perform all circuit switching within the scope of work to facilitate grounding study field testing effort.

7.2 Town and all team members will place their locks or tags on isolation points(s) or group lock boxes.

7.3 Make all treatment system provisions necessary to make it possible for Pennoni to collect raw water samples for subsequent bench testing.

8.0 OTHER MATTERS: NO CHANGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the

_____ of _____ 2026.
(Day) (Month)

TOWN OF LAKE HAMILTON

_____ _____
Attest, Town Clerk Authorized Signature, Town of Lake Hamilton

PENNONI ASSOCIATES INC.



BY: _____
Steven Elias, PE, Vice President

DATE: 9-15-26

Request for Payment $25,000 and Over

Deparment:	**Water**
Request Date:	**10/5/2026**
Requested Amount:	**84,750.00**

Purchase Description

ADDENDUM 5 TO SUPPLEMENTAL AGREEMENT 24-005 – MONROE ST. WATER TREATMENT PLANT
CONSTRUCTION TECHNICAL SERVICES – GROUNDING STUDY, BENCH TESTING, AND DISINFECTION
BYPRODUCT ASSESSMENT SERVICES

Pennoni

401-533-633

Only Use The Line Below If Funds Are Being Transsferred From Another GL-Account

GL-ACCT#:		**GL-ACCT#:**	
FROM		TO	

Dept. Director:	
Administrator:	
Finance Director:	

Approved Date:	
Mayor:	
Town Clerk:	

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Services Director

AGENDA ITEM: Consider Approval to Purchase (2) 2026 Nissan Frontier 4x4 crew cab pickup trucks from Wesley Chapel Nissan.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: The Utilities Department rely heavily on light duty pickup trucks to perform daily operations, utility maintenance, infrastructure inspections, customer service work orders, and emergency response functions throughout the Town's water and wastewater systems. Funding will be provided through the Water Enterprise Capital Projects Machinery & Equipment fund. This vehicle is needed to support (2) new full time employee positions and ensure adequate transportation is available to perform field operations and utility maintenance activities. Staff is now requesting authorization to expend budgeted funds for the purchase of this vehicles. The purchase of these vehicles will improve operational reliability, reduce maintenance costs associated with aging fleet assets, and support the continued delivery of essential utility services to Town residents. Staff recommends that the Town Commission take the following action: 1. Authorize the expenditure of budgeted funds to purchase (2) 2026 Nissan Frontier 4x4 crew cab pickup trucks as the lowest quote from Wesley Chapel Nissan, and 2. Authorize the Town Manager to execute all necessary purchase documents.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The proposed vehicle purchases are summarized below: Vehicle Cost (2) Nissan Frontiers at $70,471.00, providing both vehicles are available at time of purchase. Funding will be provided through the Water Enterprise Capital Projects Machinery & Equipment fund. GL Code 401-533-632 and was approved in the FY26-27 Budget.

RECOMMENDATION:

ATTACHMENT(S):

Wesley Chapel Quote
Hill Nissan Quote
Jenkins Nissan Quote
Terry Taylor's DeLand Nissan Quote
(Action Item) REQUEST FOR PAYMENT VOUCHER Nissan 1.pdf
(Action Item) REQUEST FOR PAYMENT VOUCHER Nissan 2.pdf

WESLEY CHAPEL
NISSAN

Date: 10/01/2026
Salesperson: Patrick Forsyth
Manager: Joel Jarrell

Customer

Name: Clifton Bernard
Phone:
Address:
Work:
Email: cbernard@townoflakehamilton.com
Cell: (863) 746-6828

Vehicle

Stock: N681215 New/Used: New
VIN: 1N6ED1EK6TN681215
Vehicle: 2026 Nissan Frontier
Type: S
Mileage: 10 Color: Gun Metallic

Trade In

Payoff: $0.00
VIN:
Vehicle:
Type:
Mileage: Color:

Cash Option
$35,135.50

Market Value:	$38,790.00
Discount:	$6,000.00
Selling Price:	$32,790.00
Total Purchase:	$32,790.00
Trade Allowance:	($0.00)
Trade Difference	$32,790.00
Documentation Fee:	$1,298.00
Elec. Filing Fee:	$598.00
PTA Fee:	$189.00
Battery Fee:	$1.50
Lein Fee:	$2.00
Lemon Law:	$2.00
Tire Displosal Fee:	$5.00
Transfer Fee:	$250.00
Total Price:	$35,135.50
Trade Payoff:	$0.00
Deposit:	($0.00)
Balance:	$35,135.50

Customer Approval: Management Approval:

This worksheet is not an offer, a contract for sale or lease, or a commitment to extend credit. All figures in this worksheet are estimates and for discussion purposes only. All figures in this worksheet are subject to final verification and may differ from the amounts stated on final signed documents. Payment figures are estimates based on information provided by you. Interest rates, terms, and approvals are set by the lender after review of your credit and eligibility. By signing this worksheet, I provide to the dealership and its affiliates consent to communicate with me about this vehicle or any future vehicles using electronic verbal and written communication includes but not limited to email, text messaging, SMS, and phone calls. For information only. The documentation fee, electronic filing fee, and PTA Fee represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

WESLEY CHAPEL
NISSAN

Date: 10/01/2026
Salesperson: Patrick Forsyth
Manager: Joel Jarrell

Customer

Name: Clifton Bernard
Phone:
Address:
Work:
Email: cbernard@townoflakehamilton.com
Cell: (863) 746-6828

Vehicle

Stock: N632350 New/Used: New
VIN: 1N6ED1EK9TN632350
Vehicle: 2026 Nissan Frontier
Type: Crew Cab 4x4 S
Mileage: 10 Color: Glacier White

Trade In

Payoff: $0.00
VIN:
Vehicle:
Type:
Mileage: Color:

Cash Option
$35,335.50

Market Value:	$38,740.0
Discount:	$5,750.00
Selling Price:	$32,990.0
Total Purchase:	$32,990.0
Trade Allowance:	($0.00)
Trade Difference	$32,990.0
Documentation Fee:	$1,298.00
Elec. Filing Fee:	$598.00
PTA Fee:	$189.00
Battery Fee:	$1.50
Lein Fee:	$2.00
Lemon Law:	$2.00
Tire Displosal Fee:	$5.00
Transfer Fee:	$250.00
Total Price:	$35,335.5
Trade Payoff:	$0.00
Deposit:	($0.00)
Balance:	$35,335.5

Customer Approval: Management Approval:

This worksheet is not an offer, a contract for sale or lease, or a commitment to extend credit. All figures in this worksheet are estimates and for discussion purposes only. All figures in this worksheet ar subject to final verification and may differ from the amounts stated on final signed documents. Payment figures are estimates based on information provided by you. Interest rates, terms, and approvals set by the lender after review of your credit and eligibility. By signing this worksheet, I provide to the dealership and its affiliates consent to communicate with me about this vehicle or any future vehicle electronic verbal and written communication includes but not limited to email, text messaging, SMS, and phone calls. For information only. The documentation fee, electronic filing fee, and PTA Fee repr costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

BUYER	CO-BUYER	Deal #:	166386
TOWN OF LAKE HAMILTON		Deal Type:	Retail
PO BOX 126, 100 SMITH AVENUE		Deal Date:	09/30/2026
LAKE HAMILTON, FL 33851		Print Time:	04:24pm
Cell #: (863) 746-6828			
Email: cbernard@townoflakehamilton.com	**Salesperson:**		

VEHICLE

		Stock #:	Description:	VIN:	Mileage:
New	☑				
Used	☐	680286	2026 NISSAN FRONTIER CREW	1N6ED1EJ3TN680286	2
Demo	☐				

TRADE

MSRP:	$	40,585.00
Discount:	$	3,000.00
Sale Price:	**$**	**37,585.00**
Total Financed Aftermarkets:	$	0.00
Total Trade Allowance:	$	0.00
Trade Difference:	**$**	**37,585.00**
Dealer Delivery Charge	$	999.00
State & Local Taxes:	$	0.00
Total License and Fees:	$	787.50
Total Cash Price:	**$**	**39,371.50**
Total Trade Payoff:	$	0.00
Delivered Price:	**$**	**39,371.50**
Cash Down Payment + Deposit:	$	0.00
Total Rebates:	$	4,500.00
Sub Total:	**$**	**34,871.50**

PAYMENTS

Option 1: (retail)

Cash	**$0.00**
1 mth w/$4,500.00 rebate	$ 37,260.87

MUST FINANCE WITH NISSAN OR
ADD BACK $1,000 TO SALE PRICE
ALL PAYMENT OPTIONS ARE WITH APPROVED CREDIT

X _____
Customer

X _____

BUYER	CO-BUYER	Deal #:	166386
TOWN OF LAKE HAMILTON PO BOX 126, 100 SMITH AVENUE LAKE HAMILTON, FL 33851 **Cell #:** (863) 746-6828 **Email:** cbernard@townoflakehamilton.com		**Deal Type:**	Retail
		Deal Date:	09/30/2026
		Print Time:	04:21pm
	Salesperson:		

VEHICLE

New ☑	**Stock #:**	**Description:**	**VIN:**	**Mileage:**
Used ☐	655458	2026 NISSAN FRONTIER CREW	1N6ED1EJ2TN655458	2
Demo ☐				

TRADE

MSRP:	$	40,585.00
Discount:	$	3,000.00
Sale Price:	**$**	**37,585.00**
Total Financed Aftermarkets:	$	0.00
Total Trade Allowance:	$	0.00
Trade Difference:	**$**	**37,585.00**
Dealer Delivery Charge	$	999.00
State & Local Taxes:	$	0.00
Total License and Fees:	$	787.50
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PAYMENTS

Option 1: (retail)

Cash	**$0.00**
1 mth w/$4,500.00 rebate	$ 37,260.87

MUST FINANCE WITH NISSAN OR
ADD BACK $1,000 TO SALE PRICE
ALL PAYMENT OPTIONS ARE WITH APPROVED CREDIT

X _____ X _____

Customer

Jenkins Nissan

Date: 9/29/2026
Salesperson: Johnnie Rogers
Manager: RICHARD SEVIGNY

FOR INTERNAL USE ONLY

CUSTOMER Patrick Henry — Home Phone : (863) 247-0606

Address : LAKE HAMILTON, FL 33851
POLK — Work Phone :

E-Mail : henryp@townoflakehamilton.com — Cell Phone : (863) 247-0606

VEHICLE

Stock # : 27F02 — New / Used : **New** — VIN : 1N6ED1EJXVN601263 — Mileage: 8

Vehicle : 2027 Nissan Frontier — Color : Glacier White

Type : SV 4x2 Crew Cab 5 ft. box 126 in. W — 32317

Market Value Selling Price	40,720.00
Total Savings	2,515.00
Rebate	2,500.00
Adjusted Price	35,705.00
Dealer Fee	999.00
Electronic Filing Fee	397.70
Battery Fee	1.50
Private Tag Agency Fee	399.00
Tag-Title Fees	358.85
Tire Disp Fee	5.00
Lemon Law MVWTF	2.00
Balance	37,868.05

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Must finance with Nissan, or lose $2,000.

CHROMEDATA
An Autodata Solutions Brand

Terry Taylor's DeLand Nissan, Inc.
Howard Williams | 386-801-4187 | howardwilliams@cfl.rr.com

Vehicle: [Fleet] 2025 Nissan Frontier (32215) Crew Cab 4x4 SV (Complete) SPEC 226

Window Sticker

SUMMARY

[Fleet] 2025 Nissan Frontier (32215) Crew Cab 4x4 SV $39,490.00 MSRP:~~$39,090.00~~

Interior:Charcoal, Premium Cloth Seat Trim

Exterior 1:Red Alert

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
32215	[Fleet] 2025 Nissan Frontier (32215) Crew Cab 4x4 SV	39,490.00 ~~$39,090.00~~
	OPTIONS	
A20	Red Alert	$0.00
G	Charcoal, Premium Cloth Seat Trim	$0.00
	SUBTOTAL	39,490.00 ~~$39,090.00~~
	Adjustments Total	$0.00
	Destination Charge	1500.00 $1,510.00
	TOTAL PRICE	40,990.00 ~~$40,600.00~~

FUEL ECONOMY

Est City:18 (2024) MPG

Est Highway:23 (2024) MPG

Est Highway Cruising Range:485.30 mi

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 26196, Data updated Aug 11, 2025 6:47:00 PM PDT

Request for Payment $25,000 and Over

Deparment:	**Water**
Request Date:	**10/2/2026**
Requested Amount:	**35,335.50**

Purchase Description

2026 Nissan Frontier From Wesley Chapel VIN 1N6ED1EK9TN632350

GL-ACCT#:401-533-632

Only Use The Line Below If Funds Are Being Transsferred From Another GL-Account

GL-ACCT#:		**GL-ACCT#:**
FROM		TO

Dept. Director:	**Approved Date:**
Administrator:	**Mayor:**
Finance Director:	**Town Clerk:**

Request for Payment $25,000 and Over

Deparment:	**Water**
Request Date:	**10/2/2026**
Requested Amount:	**35,135.50**

Purchase Description

2026 Nissan Frontier From Wesley Chapel VIN 1N6ED1EK6TN681215

GL-ACCT#:401-533-632

Only Use The Line Below If Funds Are Being Transsferred From Another GL-Account

GL-ACCT#:		**GL-ACCT#:**
FROM		TO

Dept. Director:	**Approved Date:**
Administrator:	**Mayor:**
Finance Director:	**Town Clerk:**

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval; Town Administrator

FROM: Matthew Jones; Superintendent

AGENDA ITEM: Consider Approval of Bid Package for the Town Hall Parking Lot and Drainage Project.

DATE: November 10, 2026

SUMMARY & RECOMMENDATION: Pennoni has completed the drawings and design for the Town Hall parking lot and drainage project as requested. Staff has reviewed along with the Attorney, and recommend approval of the attached bid package. The estimated cost listed in the final drawings are higher than anticipated and a discussion and approval is needed to expend additional funds once the bid is awarded.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The project will have an estimated financial impact of $610,000.00 per Pennoni's estimate. No cost will be incurred for the construction until Council has awarded a bid to a contractor.

RECOMMENDATION:

ATTACHMENT(S):
_Full Bid Specifications Set v2.pdf
Lake Ham Parking Lot Bid Document Revisions.pdf
00 11 16 - invitation to bid - publish newspaper version 10-02-2026.pdf

PROJECT MANUAL

Bidding, Contracting, and Contract Administration Documents

- And -

Technical Specifications

Project

LAKE HAMILTON TOWN HALL PARKING AND DRAINAGE MODIFICATIONS

Owner

FLORIDA

Prepared by

401 Third Street SW, Winter Haven, FL 33880
(863) 324-1112

Job No. LAKHA25011

August 2026

Pennoni
401 Third Street SW, Winter Haven, FL 33880

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retrieval system, without permission in writing from the publisher.

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CERTIFICATION BY PROJECT PROFESSIONAL
(Continued)

Project:

Town of Lake Hamilton
LAKE HAMILTON TOWN HALL PARKING AND DRAINAGE MODIFICATIONS

STEVEN L. ELIAS, P.E.
FL Registration No. 50734
PENNONI ASSOCIATES INC.

_____
Signature, Seal & Date

Areas of responsibility for the above Engineer are limited to listed specification items <u>except</u> as annotated in the Project Manual Table of Contents as follows:

(I) – INSTRUMENTATION ENGINEER
(E) – ELECTRICAL ENGINEER

PROJECT MANUAL

Lake Hamilton Town Hall Parking and Drainage Modifications

LAKHA25001

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	NOT APPLICABLE
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	NOT APPLICABLE
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	NOT APPLICABLE
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	NOT APPLICABLE

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NOTE: THIS TABLE OF CONTENTS IS FOR CONVENIENCE ONLY. ITS ACCURACY IS NOT GUARANTEED AND IS NOT TO BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS.

SECTION 00 11 16 - INVITATION TO BID

1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.

B. Project Identification: **Lake Hamilton Town Hall Parking (LAKHA25011)**

1. Project Location: **100 Smith Ave at Second Street, Lake Hamilton, FL 33851**

C. Owner: Town of Lake Hamilton.

1. Owner's Representative: Brittney Sandoval, Town Administrator
(brittney@townoflakehamilton.com)

D. Project Description: Project consists of the following:

1. Furnish all labor, materials, equipment, management, administration, supervision, insurance coverage, and any other facilities and services necessary to successfully construct, start-up, and warranty the completed Project.

2. The major construction items include:

a. Removal of existing stormwater structures (flumes & riprap)

b. Removal of concrete curb, sidewalk, and asphalt pavement as noted on plans.

c. Install stormwater structures and piping

d. Construct new stormwater pond

e. Fill and compact existing stormwater pond

f. Construct new concrete curb and sidewalk

g. Install new base course and pavement

h. Install signage and line striping

3. Where a conflict between the bidding/contract documents may exist, FDEP Supplementary Conditions take primary precedence.

E. Construction Contract: Bids will be received for the following Work:

1. General Contract (all trades).

F. The Construction Documents may be obtained at no charge in downloadable, electronic PDF format from the Pennoni's FTP site, which may be accessed as follows:

1. Go to https://transfer.pennoni.com
2. Enter Login ID: LAKHA25011
3. Enter Password (case sensitive): 2Y622Y2
4. Select document for download
5. Press/Select blue Download arrow
6. Select additional documents for download
7. Press/Select blue Download arrow again
8. Logout

G. Anyone who downloads the construction documents shall notify the Pennoni Construction Manager (Edwardo Oviol, email: eoviol@pennoni.com) so as to create a plan holders list for future distribution of addenda and project updates.

H. The hardcopy construction documents will also be available from the Winter Haven office of Pennoni, with two (2) days' notice and upon payment by cash or check (made payable to Pennoni) in the amount of $300.00. No refunds will be made.

I. Updates and addenda will be posted on the above FTP site and also may be sent to prospective bidders via e-mail, U.S. Mail, or fax. It is the responsibility of the bidder to ensure that the bidder has all addenda issued for the Project.

J. Bids will be received for the Project as set forth in the Bid Form and related documents. If the Contract is awarded, the Owner shall award same within 60 calendar days after opening of Bids, by written notice to the successful Bidder. The Owner reserves the right to reject any or all bids, to waive any and all informalities, or to re-advertise for Bids. Award, if made, will be to the low, responsible and qualified Bidder whose Bid is responsive to the invitation and is most advantageous to the Owner, price and other factors considered, unless the Owner rejects all Bids. The Owner specifically reserves the right to take the Bidder's past performance with the Owner and others into consideration in determining if the Bidder and its Bid is responsible, qualified, and most advantageous to the Owner. The Owner is an Equal Opportunity Employer.

K. Any bid received after the date and time specified will not be considered, and no Bidder may withdraw his/her bid for a period of 60 days after the scheduled closing time for receipt of bids. All bids must be firm bids for a period of 60 calendar days after the time set for the opening of bids.

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: December 11, 2026
2. Bid Time: 3:00 pm, local time.
3. Location: City Hall, **100 Smith Ave PO Box 126 Lake Hamilton, FL 33851**

B. Bids will be thereafter publicly opened and read aloud.

C. The Town of Lake Hamilton will not be responsible for Bids being opened before the Bid opening time due to Bid envelopes being unsealed, etc., incorrectly addressed and/or unmarked on the outside as instructed in this Invitation to Bid.

1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities. The successful Bidder shall be required to furnish an acceptable Public Construction Bonds (a.k.a. a Performance Bond and a Payment Bond) in the amounts of two separate and distinct bonds for the full amount required of the Contract Price at the time of execution of the Agreement.

1.4 PRE-BID CONFERENCE

A. A **non-mandatory** pre-bid conference for all bidders will be held at City Hall, Town of Lake Hamilton on Wednesday, November 18, 2026 at 2:00 pm, local time. Prospective bidders are required to attend. The purpose of this meeting is to review the scope of work and completion schedule for this Project, to answer questions, and to ensure that there is a clear understanding of the work that must be performed and completion deadlines to successfully complete this entire project. Any bid addenda and other bid communications will be posted to above FTP site prior to bid opening date. Bidders are responsible for checking FTP site for communications. All bid questions must be received prior to Friday, December 4, 2026, at 5:00 pm local time to eoviol@pennoni.com to be answered

1.5 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

1.6 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

END OF SECTION

SECTION 00 11 17

STATEMENT OF BIDDER'S QUALIFICATIONS

PART 1 - GENERAL

1.1 **All questions must be answered** and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

A. Name of Bidder.

B. Permanent main office address, and telephone and fax number.

C. When organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (show amount of each contract and the appropriate anticipated dates of completion.)

Project	Location	Notice to Proceed Date	Completion Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			

G. General character of work performed by your company.

H. Have you ever failed to complete any work awarded to you? (If yes, explain)

I. Have you ever defaulted on a Contract? (If yes, explain)

J. List your major equipment available for this Contract.

K. Experience in construction work similar to this Project (table attached).

L. Background and experience of the principal members of your organization, including the officers. (Attach Resumes)

M. List the number of full time employees permanently employed by Contractor in the Contractor's local office by personnel category.

Labor Classification	Number of Employees
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Credit available: $ _____

Give bank reference: _____

_____

_____

N. Will you, upon request, furnish a detailed financial statement and furnish any other information that may be required by the Owner (Yes/No).

O. Provide a copy of all current, valid construction related licenses you hold (attach). Note: Bidders who do not hold a current valid General Contractor and/or Utility and Excavation license issued by the State of Florida will be disqualified.

P. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____, this _____

day of _____, 20_____

By _____

Title _____

State of _____)

County of _____)

_____, being duly sworn, deposes and says that he is

_____ of _____

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____20_____,

_____
Notary Public, State of Florida at Large

My Commission Expires:

_____

PROJECT EXPERIENCE SUMMARY TABLE (Question 11)

Ref. No.	Project Name/Size/Location	Description of Work Performed	Date Completed	Approx. Cost ($ x 1,000)	Client Name, Contact Person, Address, Phone

END OF SECTION

SECTION 001118 - NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

PART 1 - GENERAL

State of _____)

County of _____)

_____ , being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder that has submitted the attached Bid: **Lake Hamilton Town Hall Parking**
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Hamilton (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)_____

Subscribed and sworn to before me this _____ day of _____ 20___

_____
Notary Public, State of Florida at Large

My Commission expires:_____

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 001119 - NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

PART 1 - GENERAL

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Local Public Agency.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR
(To be submitted by the Successful Bidder)

State of _____)

County of _____)

_____ , being first duly sworn, deposes and says that:

He is _____ of _____hereinafter referred to as the "Subcontractor";

He is fully informed respecting the preparation and content the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the:

PART 2 - Lake Hamilton Town Hall Parking

Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;

1. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Hamilton (Local Public Agency) or any person interested in the proposed Contract; and

2. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)_____

Subscribed and sworn to before me

this _____ day of _____, 20__

_____

_____
(Title)

My Commission expires _____

PART 3 - PRODUCTS

PART 4 - EXECUTION

END OF SECTION

SECTION 002113 - INSTRUCTIONS TO BIDDERS

1.1 DEFINED TERMS

A. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC No. C-700) (2013 Edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on basis of Owner's evaluation as hereinafter provided) makes an award. The term "Contract Documents" or "Construction Documents" means the Construction Drawings, Project Manual (which includes the Bidding Documents and Specifications), and all Addenda issued prior to receipt of Bids. The term "Bidding Documents" includes all the items listed in Division `00'.

1.2 COPIES OF CONTRACT DOCUMENTS

A. Complete sets of the Contract Documents in the number and for the deposit sum stated in the Advertisement or Invitation to Bid may be obtained from Engineer. Contract Documents cannot be returned for a refund.

B. Complete sets of Construction Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

C. Owner and Engineer in making copies of Contract Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

1.3 DISQUALIFICATION OF BIDDERS

A. Bidders who do not hold a current valid General Contractor and/or Utility and Excavation license issued by the State of Florida will be disqualified.

B. Only one Bid from an individual, firm or partnership, or corporation under the same or different names will be considered for the construction of the Project.

C. Should it appear to Owner that any Bidder is interested in more than one Bid for the work contemplated, all Bids in which such Bidder is interested will be rejected.

D. Should there be any reasonable grounds for Owner believing that a collusion or combination exists between Bidders, all Bids may be rejected and all such Bidders or participants in such combination or collusion will not be considered in the future Bids for the same work.

E. No Bid will be considered unless accompanied by a Bid guarantee or good faith deposit in the amount and in the form specified in the Invitation for Bids, and/or advertisement for Bids.

1.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

A. It is the responsibility of each Bidder before submitting a Bid, to

1. Examine the Contract Documents thoroughly,
2. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work,
3. Consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,
4. Study and carefully correlate Bidder's observations with the Contract Documents, and
5. Notify Engineer of all conflicts, errors, omissions, or discrepancies in the Contract Documents. Future claims by Contractor for such deficiencies will not be recognized as valid.

B. Reference is made to the Supplementary Conditions (Section 007100), FDEP SRF program Supplementary Conditions (Construction) (Section 007150), and FDEP SRF program for Supplementary Conditions (Equipment and Materials) (Section 007151) for identification of:
1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.
2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings, but not upon the completeness thereof for the purposes of bidding or construction.

C. Information and data reflected in the Contract Documents with respect to underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

D. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

E. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

F. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

G. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 1.4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

1.5 INTERPRETATIONS AND ADDENDA

A. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. The Owner also reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

1.6 BID SECURITY

A. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of the Bidder's Total Base Bid price and in the form of a certified check or a Bid Bond (on form attached) issued by a surety meeting the Owner's requirements.

B. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders will be returned within thirty (30) days after Bid Opening, unless bid is under serious consideration. The Bid security may be retained by Owner until the earlier of the 7th day after the Effective Date of the Agreement or the 91st day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

1.7 BONDS

A. The Bid Bond and Public Construction Bond shall be executed by a corporate surety authorized to do business in the State of Florida and be named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and A.M. Best rated A-8 or better. All bonds

signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida. All Bonds shall be in the form prescribed by the Contract Documents, except as provided otherwise by Laws or Regulations.

B. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1.8 CONTRACT TIME

A. The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

1.9 LIQUIDATED DAMAGES

A. Provisions for liquidated damages are set forth in the Agreement.

1.10 SUBSTITUTE OR “OR-EQUAL” ITEMS

A. Items not on the Schedule of Manufacturers & Suppliers (Section 002116) are to be submitted with the Bid Form:

1. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 7.05 of the General Conditions, as amended in the Supplementary Conditions, and may be supplemented in the General Requirements, Section 017000.

B. Items on the Schedule of Manufacturers & Suppliers to be submitted with the Bid Form:

1. The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Materials and equipment that are an “or equal” to the materials and equipment called out within the bidding documents are acceptable, with Engineer/Owner approval. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by Engineer prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If Engineer approves

any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

C. Refer to Division 1, 017000, Material and Equipment.

1.11 SUBCONTRACTOR, SUPPLIERS, AND OTHERS

A. Each Bid shall identify all Subcontractors, Suppliers and other persons and organizations listed in the Bid Form. The apparent Successful Bidder and the next two lowest Bidders shall within seven days after the Bid opening submit to Owner a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such lists shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, Owner or Engineer may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

B. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Section 7.06 of the General Conditions.

C. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

D. Procedures for approval of other Subcontractors after execution of the Agreement are described in the General Conditions.

1.12 BID FORM

A. The Bid Form is included with the Bidding Documents.

B. All blanks on the Bid Form must be completed in ink or by typewriter.

C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

E. All names must be typed or printed below the signature.

F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

G. The address and telephone number for communications regarding the Bid must be shown.

H. Bids must be priced on a stipulated price basis for the base contract.

I. The Bid price shall include overhead and profit.

1.13 SUBMISSION OF BIDS

A. Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title, and name and address of the Bidder and accompanied by the Bid security and all other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

B. Prospective Bidders are furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Form and the Bid Bond. The Bidding Documents may be retained by the Bidder. One original and two copy of the following are to be completed and submitted with the Bid:

1. Required Bid Security in the form of a (circle one): Bid Bond, Section 004114, or a certified check.
2. Required Statement of Bidder's Qualification with supporting data, Section 001117.
3. Subcontractor List: Suppliers and other persons and organizations required to be identified in this Bid, Section 002115**.**
4. Schedule of Manufacturers and Suppliers, Section 002116.
5. Non-Collusion Affidavit of Prime Bidder, Section 001118.
6. Public Entity Crime Form, Section 004900.
7. Certification of Compliance with the Florida Department of Environmental Protection Supplementary Conditions, Section 00 71 50 (FDEP-14)
8. Certification of Compliance with the Florida Department of Environmental Protection Supplementary Conditions, Section 00 71 51 (FDEP-10)
9. Drug Free Workplace Form, Section 006700.
10. Trench Safety Compliance, Section 006710.

1.14 MODIFICATION AND WITHDRAWAL OF BIDS

A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the opening of the Bids.

B. If within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

1.15 OPENING OF BIDS

A. Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

1.16 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

A. All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

1.17 AWARD OF CONTRACT

A. The Owner reserves the right to reject any or all bids, to waive any and all informalities, or to re-advertise for Bids. Award, if made, will be to the low, responsible and qualified Bidder whose Bid is responsive to the invitation and is most advantageous to the Owner, price and other factors considered, unless Owner rejects all Bids. The Owner specifically reserves the right to take the Bidder's past performance with the Owner and others into consideration in determining if the Bidder and its Bid is responsible, qualified, and most advantageous to the Owner. The Owner reserves the right to reject all Bids and to waive minor irregularities or omissions not involving price.

B. Discrepancies between amounts written in words and figures will be resolved in favor of the amounts written in words. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

C. The Bids must comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form.

D. The attention of Bidders is particularly called to: (A) Time is of the essence on this Project and the completion times given in the Project Manual; and (B) The requirements and conditions of employment which must be observed. The Owner is an Equal Opportunity Employer.

E. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

F. Prior to award of the Contract, Owner may require Bidder to submit an analysis or price breakdown of any lump sum items of the Bid.

G. Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

1.18 CONTRACT SECURITY

A. Paragraph 6.01 of the General Conditions, these Instructions, and the Supplementary Conditions set forth Owner's requirements as to Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Public Construction Bond.

1.19 SIGNING OF AGREEMENT

A. Owner shall issue a Notice of Award to the Successful Bidder. Within ten (10) days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

1.20 BID PROTESTS

A. Any Bidder wanting to file a bid protest with respect to a recommended award of any Bid shall do so by filing a written protest within five (5) working days of the Notice of Recommended Award mailing date.

B. Procedures for filing a protest may be obtained from the Owner.

C. FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY OWNER SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.

END OF SECTION

SECTION 002115 - SUBCONTRACTOR LIST

1.1 SUB-CONTRACTORS

A. The Bidder hereby states that it proposes, if awarded the Contract, to use the following subcontractors on this project, unless change is approved by the Engineer: (List below all proposed subcontractors and trade specialties). The Contractor shall not execute an Agreement with any subcontractor or permit any sub-contractor to perform any work included in this Contract until it has submitted a Non-Collusion Affidavit from the subcontractor in substantially the form included herein (Section 002115), and has received written approval of such subcontractor from the OWNER. If work is to be performed by the BIDDER (prime Contractor), it shall so indicate.

Item	Subcontractor Firm & Address	M/WBE (YES/NO)
Earthwork	.....	.....
	.....	.....
	.....	.....
Geotechnical Testing	.....	.....
	.....	.....
	.....	.....
	.....	.....
Electrical	.....	.....
	.....	.....
	.....	.....
	.....	.....
Concrete	.....	.....
	.....	.....
	.....	.....
	.....	.....
Roadwork and Paving	.....	.....
	.....	.....
	.....	.....
	.....	

	Subcontractor Firm & Address	M/WBE YES/NO)
Piping	.....	.....
	.....	.....
	.....	.....
	.....	.....
Sodding and Site Restoration	.....	.....
	.....	.....
	.....	.....
	.....	.....
Chemical Feed Integrator	.....	.....
	.....	.....
	.....	.....
	.....	.....
Chemical Feed Buildings	.....	.....
	.....	.....
	.....	.....
	.....	.....
Prefabricated Tanks	.....	.....
	.....	.....
	.....	.....
	.....	.....
Controls Integrator	.....	.....
	.....	.....
	.....	
	.....	
	.....	
Other(s) (Describe):	.....	
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END OF SECTION

SECTION 002116 - SCHEDULE OF MANUFACTURERS AND SUPPLIERS

(To Be Submitted by all Bidders)

1.1 SUMMARY

A. The Contract Documents are based upon the equipment or products available from the manufacturers/suppliers as listed on the following page(s) herein. This list is provided for convenience and is not inclusive of all products. The Contract Documents provide for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality. Each Bidder must indicate which manufacturer/supplier he intends to use for each item of equipment listed. No change shall be allowed by Contractor of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the specifications.

B. If a Bidder desires to propose an alternate supplier/manufacturer, he may write in the name of such alternates in the space provided, but he must nevertheless also provide the non- alternate listed suppliers/manufacturers.

C. If the proposed alternate supplier is determined to be “not equal/equivalent” by the Engineer, the Bidder must use the indicated supplier. If the Bidder fails to indicate which listed supplier/manufacturer he intends to use if an alternate is rejected, he must use one of the suppliers listed.

D. For any alternate supplier accepted by the owner, the Contract Price will be reduced by the deductive amount stated. However, the Contract Price will not be adjusted for any alternate supplier rejected.

E. Each proposed alternate will be evaluated in accordance with the Contract Documents.

F. The deductive amount specified for alternate suppliers/manufacturers will not be used in determining the successful Bidder. Wherever an alternate supplier is proposed, the Contractor must insert the lump sum amount to be deducted from the Contract Price if the alternate supplier is eventually approved. Alternates will be considered by Owner and Engineer only after award of the contract and this in no way provides assurance of acceptability.

G. In addition to the Contractor’s reimbursement of Engineering costs for review of proposed alternates as stipulated in the Contract Documents, the Contractor shall also reimburse the Owner for any other costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional review and inspection costs, etc.

ITEM/DESCRIPTION	Manufacturer/Supplier	DEDUCT AMOUNT
Silt Fence	Other:	$_
Soil Tracking Prevention Devise	Other:	$_
Single Post Sign	Other:	$_
Thermoplastic Striping	Other:	$_
wheel stops	Other:	$ _
Concrete – Curb, Sidewalk, & MES	Other:	$ _
Limerock Base	Other:	$ _
SP Asphalt	Other:	$ _
Sod	Other:	

ITEM/DESCRIPTION	Manufacturer/Supplier	DEDUCT AMOUNT
		$ _
FDOT Type C Inlets	Other:	$ _
18” HDPE	Other:	$ _
Manhole Frame and Cover	US Foundry EJ Other:	$ _
Detectable Warning strips	Other:	$ _
Live Oaks	Other:	$ _
Flowable Fill		

ITEM/DESCRIPTION	Manufacturer/Supplier	DEDUCT AMOUNT
	Other:	$ _
	Other:	$ _
	Other:	$ _
	Other:	$ _
	Other:	$ _

END OF SECTION

SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PROPOSAL FOR

PROJECT: **Lake Hamilton Town Hall Parking**

FROM:_____
(hereinafter called "BIDDER")

TO: Town of Lake Hamilton
City Hall
100 Smith Ave.
Po Box 126
Town of Lake Hamilton, Florida 33851
(hereinafter called "OWNER")

PART 1 - GENERAL

1.1 General

A. The Bidder, in compliance with the Invitation to Bid, Section 001116, for the construction of the Lake Hamilton Town Hall Parking (the Project) and having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all the conditions affecting the construction of the proposed Project, including site conditions and the availability of materials and labor, hereby proposes to furnish all labor, materials, permits, supplies, and all other items reasonably necessary to construct a fully functional Project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

B. Bidder agrees to perform all the work described and shown on the Drawings and Specifications, completed, tested, and ready for use by the OWNER for the following amounts. All amounts are to be shown in both words and figures. In case of discrepancy the amount in words shall govern. Errors in the multiplication of the Unit Bid Price by the number of units will be resolved in favor of the correct extended Computed Total Amount. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. All prices given below shall encompass furnishing, installing, and constructing the complete item, including labor, materials, installation, testing, complete and ready for use by the OWNER and accepted by the OWNER. Work incidental to completing each item of work and making the Project fully functional shall be included in the unit cost for that item.

C. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

D. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening.

E. Bidder hereby agrees to commence work under this Contract within ten (10) calendar days after the date of the written "Notice to Proceed" from the OWNER and to fully complete the Project within the time schedule given in paragraphs 1.1(G) and 1.1(H) herein. Bidder recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the Contract Time, plus any extensions thereof allowed in accordance with the Conditions of the Contract. Bidder also recognizes and agrees that the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, the OWNER has determined and Bidder agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the OWNER One Thousand Five Hundred Dollars ($1,500.00) for each calendar day that expires after the times

specified herein for completion until the Work is both substantially complete and final Project completion has been achieved.

F. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

1. BIDDER has examined copies of, and is thoroughly familiar with, all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged):

   No._____ Dated_____ No._____ Dated_____

   No._____ Dated_____ No._____ Dated_____

   No._____ Dated_____ No._____ Dated_____

2. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, all local conditions and all Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
3. BIDDER has studied carefully all drilling logs, reports, and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.04 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
5. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.05 of the General Conditions.
6. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
7. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER

has not sought by collusion to obtain for itself any advantage over any other Bidder or over the OWNER.

G. SUBSTANTIAL COMPLETION: Bidder agrees to have the Project Substantially complete, as defined in Section 1.01 of the Standard General Conditions within **180 days of the Notice To Proceed**.

H. FINAL PROJECT COMPLETION: Bidder agrees to complete all Project construction and Punch List inspection deficiencies, if any, required for final approval by the Engineer and final payment by the OWNER within **30 days** of achieving substantial completion.

I. Each bidder agrees to waive any claim it has or may have against the OWNER, the Engineer, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

J. Materials and equipment that are an “or equal” to the materials and equipment called out within the bidding documents are acceptable with Engineer/Owner approval.

1.2 BASE BID PROPOSAL: BIDDER WILL COMPLETE THE WORK FOR THE FOLLOWING PRICES(S):

A. Note:

1. Quantities are not guaranteed and are solely for the purpose of comparison of Bids and determination of initial Contract Price. Final payment will be based on actual quantities.
2. There is no separate bid item for the Bidder's profit and ‘soft’ costs, such as: insurance; bonds; management and administrative overhead; on site construction offices (with equipment); survey layout; etc. The costs of these items shall be included pro rata in each bid item.

B. Bidder agrees to furnish all materials, equipment, tools, and labor and to perform all work reasonably necessary for, and incidental to, the construction of the Project and making it fully functional. Project is to be Complete in every respect and consist of, a fully operational parking area, curbing, sidewalks, signage, striping, and stormwater management system within the limits of the Contract Drawings, including all, but not limited to: mobilization/demobilization; permits; insurance; sampling and testing; pipe installation; start-up; As-Built Drawings; one year warranty services; and all other miscellaneous appurtenances and work as shown on the Drawings, described in the Contract Documents, completed, tested, ready for operation and use, and accepted by the OWNER for the prices given below

1.3 SCHEDULE OF PRICES:

Lake Hamilton Town Hall Parking					
No.	**Description**	**Unit**	**Unit Price**	**Amount****	**Total Price $**
1	Mobilization/Demobilization	LS	$	1	$
2	Control and Construction Survey/Layout - (includes "As-Builts" per plan and Agency requirements)	LS	$	1	$
3	Maintenance of Traffic	LS	$	1	$
4	Construction Geotechnical Testing & Engineer	LS	$	1	$
5	Silt Fence	LF	$	2042	$
6	Demolition (inc. removal and disposal)	LS	$	1	$
7	Soil Tracking Prevention Devise	EA	$	1	$
8	Single Post Sign, F&I GM, <12 SF	EA	$	15	$
9	Single Post Sign, Relocate	EA	$	1	$
10	Thermoplastic, Standard, White, Solid, 6"	LF	**$**	1100	**$**
11	Thermoplastic, Standard, White, Solid, 24"	LF	$	40	$
12	Thermoplastic, Standard, White Arrow	EA	$	8	$
13	Wheel stops	EA	$	4	$
14	Concrete sidewalk	SY	$	828	$

Lake Hamilton Town Hall Parking					
No.	**Description**	**Unit**	**Unit Price**	**Amount****	**Total Price $**
15	Earthwork - Cut Pond	CY	$	2595	$
16	Earthwork - Fill Pond	CY	$	20419	$
17	Fine Grading Pond	CY	$	160	$
18	1-1/2 inch SP Asphalt	TN	$	310	$
19	Limerock Base - 8 inch	SY	$	1560	$
20	12" Stabilized Subgrade	SY	$	1560	$
21	Saw Cuts/Road Cuts	LF	$	185	$
22	Cleanup Final Dress ROW	LS	$	1	$
23	Sod	SY		5782	
24	MES & Concrete Rip Rap 18" diameter with grate (DOT index 273)	EA		1	
25	FDOT Type C Inlets	EA		2	
26	18” HDPE	LF		373	
27	Manhole	EA		2	
28	Connect to existing storm sewer	LS		1	

Lake Hamilton Town Hall Parking					
No.	**Description**	**Unit**	**Unit Price**	**Amount****	**Total Price $**
29	Type D Curbing	LF		809	
30	Storm Sewer Lamping	LS		1	
31	Handicap Parking Space Striping	EA		4	
32	Detectable Warnings	SF		50	
33	Emergency Concrete Spillway	SY		44	
34	Live Oaks (Quercus virginiana)	EA		5	
35	Crepe Myrtle (Lagerstroemia Indica)	EA		3	
36	Shrubs (See selection on Site Landscape Plan)	EA		170	
37	Irrigation System (Performance Specification)	LS		1	
38	Flowable Fill	CY		123	
10.0	**TOTAL: This is the sum of all the above individual cost items and shall total the lump sum bid.**				**$**
11.0	**WRITTEN TOTAL BID AMOUNT (SPELL OUT)** _____ _____ **DOLLARS** _____ **CENTS**				

Lake Hamilton Town Hall Parking					
No.	**Description**	**Unit**	**Unit Price**	**Amount****	**Total Price $**
12.0	**PROPOSED VALUE ENGINEERING BID DEDUCT FOR BID ALTERNATE(S).** Sum total of potential cost deduction if Owner were to agree to bidder's proposed substitute materials, vendors, or other means to achieve net cost reduction(s), which need to be listed and itemized in an attachment to this bid form. NOTE: Contractor will need to ensure the system and project are fully functional and meet the desired performance objectives, and any cost to revise signed and sealed design plans (if required) and/or alternate evaluation will need to be paid by the bidder. _____ _____ **DOLLARS** _____ **CENTS**				
**** These values are estimates only for bid purposes; actual quantities needed may vary. Actual payment quantities for these items shall be based on actual quantities needed as to be documented by the Contractor during construction.**					

1.4 OTHER MATTERS:

A. The Contractor's bid prices delineated herein shall include all labor, materials, overhead, profit, fees, bonds, insurance, and all other costs to cover the finished work of the several kinds called for.

B. Bidder understands that the OWNER reserves the right to reject any or all Bids and to waive any and all informalities.

C. Bidder agrees that all Bid Prices provided for each Bid line item are a true representation of actual costs (balanced bid). As such, OWNER can deduct and/or negotiate deducting any bid line-item costs without impacting the costs of any other bid items. If the Bidder's presentation given in the foregoing schedule of prices is obviously unbalanced, this may be sufficient cause for rejection of the entire Proposal, whether or not such Bid is the lowest submitted.

D. The Contract Documents and all papers required by it and submitted herewith, and the Agreement and all papers made a part thereof by its terms, are hereby made part of this Proposal.

E. The undersigned Bidder hereby represents and warrants as follows:

1. That the Bidder has visited and examined the site of the work and has carefully examined the Contract Documents and all questions related thereto have been satisfactorily answered;
2. The Bidder has made or caused to be made examinations, investigations, explorations, and tests and studies of such reports and related data in addition to those available from the Contractor as he deems necessary for the proper performance of the Work at the bid Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports, or similar data are, or will be, required by Bidder for such purposes.

3. That the Bidder has constructed similar projects, is qualified to perform the work, and holds current and valid licenses and/or certifications for performance of the work;
4. That the Bidder is of lawful age and that no officer, agent, or employee of the OWNER or Engineer is personally interested, directly or indirectly, in this Proposal and the accompanying Agreement or the compensation to be paid hereunder;
5. That the Bidder is not in arrears to the OWNER, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the OWNER;
6. That this Proposal is made without connection with any person, firm, or corporation making a Proposal for the same work, and is in all respects fair, and without collusion or fraud. Attached hereto is an Affidavit in proof that the undersigned has not entered into a Collusive Agreement with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted; and
7. That the Bidder has complied with all of the terms and conditions set forth in the Contract Documents.

F. The bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving Bids.

G. Upon receipt of the OWNER's written notice of the acceptance of this Bid, the Bidder will, within ten (10) days, execute the formal Agreement attached, and deliver a Surety Bond or Bonds as required by the Project Manual. The Bid Security is attached in the sum of _____(*)

(*) Either (A) Write the amount of the check or Bond which must be at least five (5) percent of the total of all of the Contract Items included the Base Bid as given in Item 18.0 of the Bid Proposal; or (B) Write in the Words "FIVE (5) percent of the Base Bid as given in Item 18.0 of this Bid Proposal."

H. In the event the Contract and Bonds and all related documents are not executed and delivered to the OWNER within the time set forth above, the Bid Security will be forfeited to the OWNER as liquidated damages for the delay and additional expense to the OWNER caused thereby.

I. Communication concerning this Bid shall be addressed to the ENGINEER.

J. The terms used in the Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

1.5 DOCUMENTS:

A. The following documents are attached to and made a condition of this Bid:

1. Bid Form, Section 004113

2. Required Bid Security in the form of a (circle one): Bid Bond, Section 004114, or a certified check.
3. Required Statement of Bidder’s Qualification with supporting data, Section 001117.
4. Subcontractor List: Suppliers and other persons and organizations required to be identified in this Bid, Section 002115**.**
5. Schedule of Manufacturers and Suppliers, Section 002116.

6. Non-Collusion Affidavit of Prime Bidder, Section 001118.
7. Public Entity Crime Form, Section 004900.
8. Certification of Compliance with the Florida Department of Environmental Protection SRF Supplementary Conditions (Construction), Section 00 71 50 (Page FDEP-14)
9. Certification of Compliance with the Florida Department of Environmental Protection SRF Supplementary Conditions (Equipment and Materials), Section 00 71 51 (Page FDEP-10)
10. Drug Free Workplace Form, Section 006700.
11. Trench Safety Compliance, Section 006710.
12. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Form F-16)

SUBMITTED on _____, _____

Contractor's License Number _____ for the State of _____.

SUBMITTED BY: _____

AN INDIVIDUAL

By _____
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____ Fax No.: _____

A PARTNERSHIP

By _____
(Firm Name)

_____
(general partner)

Business Address: _____

_____

Phone No.: _____ Fax No.: _____

A CORPORATION

By _____
(Corporation name)

_____
(state of incorporation)

By _____
(name of person authorized to sign)

_____

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____ Fax No.: _____

A JOINT VENTURE

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

Phone No.: _____ Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION

SECTION 004114 - BID BOND

KNOW ALL BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Town of Lake Hamilton as OWNER in the penal sum of, five percent (5%) of the Contract Bid _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay the OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this ____ day of _____,_____.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Lake Hamilton a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **Lake Hamilton Town Hall Parking** Town of Lake Hamilton.

NOW THEREFORE,

A. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

B. This obligation shall be null and void if:
   1. OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   2. All bids are rejected by OWNER, or
   3. OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

C. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from OWNER which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

D. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

E. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

F. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

G. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

H. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

I. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

J. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):	Surety (Print Full Name):
_____	_____ (Seal) Surety's Name and Corporate Seal
By: _____(L.S.)	By: _____ Signature (attach power of attorney)
Title: _____	Title: _____
Attest: _____ Signature and Title	Attest: _____ Signature and title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 6 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

SECTION 004900

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to_____

[print name of the public entity]

by _____

[print individual's name and title]

for _____

[print name of entity submitting sworn statement]

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agent who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

[signature]

Sworn to and subscribed before me this _____ day of _____, 20 _____,

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____My Commission expires _____

(Type of identification)

_____

(Printed typed or stamped Commissioned name of notary public)

Form PUR 7068 (Rev. 06/11/92)

END OF SECTION 004900

SECTION 005000 - FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between the Town of Lake Hamilton a Florida Municipal Corporation of the State of Florida (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

1.2 The Project for which the Work under the Contract Documents is generally described as follows:

Lake Hamilton Town Hall Parking

ARTICLE 2. ENGINEER

2.1 The Project has been designed by:

2.1.1 Pennoni, 401 Third Street SW, Winter Haven, Florida 33880, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Notice to Proceed will be issued by the OWNER and the CONTRACTOR agrees to commence construction within 10 calendar days of the Notice to Proceed.

3.2 SUBSTANTIAL COMPLETION: Bidder agrees to have the Project substantially complete within 180 days of the Notice to Proceed.

3.3 FINAL PROJECT COMPLETION: Bidder agrees to complete all Project construction and Punch List inspection deficiencies, if any, required for final approval by the Engineer and final payment by the OWNER within 60 days of achieving substantial completion.

3.4 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss, if the Work is not completed within the times specified in paragraphs 3.2 and 3.3 above, plus any extensions thereof allowed in accordance with Article 12 of the General; Conditions. They also recognize that additional delays, expenses and difficulties would be experienced if the OWNER had to prove in a lawsuit proceeding that actual losses were suffered by the OWNER as the result of the work not being completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree to accept that liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the OWNER one thousand five hundred dollars ($1,500.00) for each calendar day that expires after the times specified in paragraph 3.2 and 3.3 for completion until the Project is both substantially complete and fully complete, ready for use, and accepted by the OWNER. CONTRACTOR agrees to allow liquidated damages to be deducted from subsequent pay requests on an ongoing basis at the OWNER'S discretion if either the defined substantial completion and/or final completion deadlines are not achieved by CONTRACTOR.

Article 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows in accordance with the Unit Price and final constructed quantities stipulated in the Bid Proposal (copy attached hereto and made a part of this Agreement), and is identified in the Notice to Proceed, the total sum of <Insert Bid Amount Spelled Out> dollars ($<Insert Bid Amount Numeric Amount>).

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in the form provided in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided therein.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Application for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Monthly progress payments during construction will be made for all work completed and materials stored on site, less the aggregate of payments previously

made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 15.01 of the General Conditions.

5.1.1.1 The payment shall be based upon:

5.1.1.1.1 Percentage of Work completed as estimated by the CONTRACTOR and approved by the ENGINEER; and

5.1.1.1.2 Materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 15.01 of the General Conditions) provided however, that no payment for material and equipment not incorporated in the Work shall exceed 75% of the amount payable on account of such materials and equipment when incorporated in the Work.

5.1.1.2 Prior to 50-percent Contract Completion the OWNER may withhold 10-percent as Retainage for satisfactory completion of the work. Upon 50-percent Contract Completion the OWNER may withhold 5-percent as Retainage, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 15.01 of the General Conditions. Payment shall comply with Florida Statutes §255.078 Public Construction Retainage or as require by Federal Statutes.

5.1.1.3 Upon Substantial Completion, payment shall be made in an amount sufficient to increase total payments to CONTRACTOR to 95-percent of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 15.01 of the General Conditions.

5.1.1.4 OWNER may withhold liquidated damages from subsequent pay requests on an ongoing basis at the OWNER'S discretion if either the defined substantial completion and/or final completion deadlines are not achieved by CONTRACTOR.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in Section 15.06 of the General Conditions.

ARTICLE 6. INTEREST

Not Used

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect the cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and test of subsurface conditions and drawings of physical conditions which are identified or not identified in the Supplementary Condition as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or supplement to those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement (pages 1 to 10, inclusive).

8.2 Exhibits to this Agreement.

8.3 Public Construction Bond and Insurance Certificates.

8.4 Notice of Award (Section 005110).

8.5 Notice to Proceed (Section 005120).

8.6 Certificates of Insurance.

8.7 CONTRACTOR's Bid (Sections 004113 inclusive of all Required Attachments).

8.8 Change Orders Subsequently Approved by the OWNER and Contractor

The following documents are included by reference:

8.9 General Conditions (Section 007000).

8.10 Supplementary Conditions (Section 007100),

8.11 Project Manual bearing the general title: **Lake Hamilton Town Hall Parking** with technical specifications as listed in Table of Contents thereof.

8.12 Drawings, consisting of the Cover sheet and sheets numbered with each sheet bearing the following general title: **Lake Hamilton Town Hall Parking**.

8.13 Addenda:

No.	Date
Addendum No. <Insert No.>	<Insert Date of Addendum>

8.14 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 11 of the General Conditions.

The documents listed in Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 11 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1, of the General Conditions will have the meanings indicated unless modified elsewhere in the Project Manual.

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

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

10.1 Employment Eligibility Verification

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system (http://www.uscis.gov/portal/site/uscis) to verify the employment eligibility of (1) all persons employed by the Contractor, during the term of this Agreement to perform employment duties related to this project, and (2) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to this Agreement.

10.1.1 Prior to executing a contract each contractor shall certify that, at the time of the certification, it does not knowingly employ or contract with an illegal alien who will perform work under the contract and that the contractor will participate in the e-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the contract.

The Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. The Sponsor further agrees to provide to the Town, within thirty (30) days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

10.1.2 The contractor shall not:

10.1.2.1 Knowingly employ or contract with an illegal alien to perform work under the contract; or

10.1.2.2 Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the contract.

10.1.2.3 Use the e-verify program procedures to undertake pre-employment screening of job applicants while the contract is being performed and that otherwise requires the contractor to comply with any and all federal requirements related to use of the e-verify program including,

by way of example, all program requirements related to employee notification and preservation of employee rights;

10.1.3 The contractor shall:

10.1.3.1 Have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the contract through participation in the e-verify program.

10.1.3.2 If the contractor obtains actual knowledge that a subcontractor performing work under the contract knowingly employs or contracts with an illegal alien, the contractor shall be required to:

10.1.3.2.1 Notify the subcontractor and the Town within three (3) days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

10.1.3.2.2 Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-subparagraph a. of this subparagraph (3) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

10.1.3.3 The contractor shall comply with any reasonable request by the Department of Labor, Town or auditor made in the course of an investigation that is being undertaken pursuant to the authority established in the Town's funding agreement.

10.1.4 If Contractor violates a provision of the contract required pursuant to subsections (b) or (c) of this section, the Town may terminate the contract for a breach of the contract. If the contract is so terminated, the contractor shall be liable for actual and consequential damages to the Town. Any such termination of a contract due to a violation of this section may also, at the discretion of any Town department or agency responsible for soliciting contract bids and proposals, constitute grounds for disqualifying the violator from submitting bids or proposals for future contracts with the Town.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate. The OWNER will retain two originals and one original each will be delivered to CONTRACTOR, and ENGINEER.

This Agreement will be effective on <Insert date>, <Insert year>, unless earlier rescinded by the OWNER pursuant to its right to do so per the Notice of Award dated <Insert date>.

OWNER: Town of Lake Hamilton

By_____

Phyllis Hall, Mayor

Attest _____

Address for giving notices:
100 Smith Ave
PO Box 126
Lake Hamilton, FL 33851

CONTRACTOR:

By_____

Contractor Representative/Title

Attest _____

Address for giving notices:
Address:
Town, State:
Zip Code:

Approved as to form and legality

_____

_____, 20__. _____
Date

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

CONTRACTOR'S CERTIFICATION

I, _____, certify that I am the _____ of the corporation named as Contractor herein, that _____ who signed this Agreement on behalf of the Contractor was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____

Name & Title of Authorized Representative

(SEAL)

_____

Date

END OF SECTION

SECTION 005110 - NOTICE OF AWARD FORM

Name of Contractor:
Contractor Address:
Contractor City, State, Zip Code:

OWNER:	Town of Lake Hamilton
Project:	Lake Hamilton Town Hall Parking
Date of Bid Opening:	December 11, 2026

You are notified that your bid for the above referenced Project has been considered, and the OWNER expects to award you a contract for this Project.

The Contract Price of your contract is _____ dollars _____.

Four copies of each of the Construction Agreement accompany this Notice of Award.

You must comply with the following conditions precedent to the award of the contract within 10 days of the date of the Notice of Award.

1. You must deliver to the OWNER four fully executed counterparts of the Agreement.

2. You must deliver to the Owner documentation of the affirmative steps taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of your intended use of MBEs and WBEs in the Work.

3. You must deliver with the executed Agreement four completed original documents with original signatures on the Payment and Performance Bond in the form specified in the Bidding Documents.

4. You must provide in writing the correct name and address of the surety which is providing the Payment and Performance Bonds and the correct name and address of the surety's resident agent for service of process in Florida.

5. You must deliver with the executed Agreement six completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER:

_____
Owner

_____
Phyllis Hall, Mayor

_____
Printed Date

ACCEPTANCE OF AWARD:

_____
(Contractor)

_____
(Address)

_____
(Authorized Signature Acknowledge Receipt of Notice)

_____
(Authorized Representative)

_____
Printed Date

Copy to Pennoni

SECTION 005120 - NOTICE TO PROCEED FORM

To: <%Name of Contractor%>
<%Contractor Address%>
<%Contractor City%>, <%Contractor State%> <%Contractor Zip Code%>

Date: <**Insert Date Sent**>

RE: NOTICE TO PROCEED ON PROJECT

Owner: Town of Lake Hamilton

Project: Lake Hamilton Town Hall Parking

Dear Sir/Madam:

You are notified that the Contract Time under the above contract will commence to run on <%Notice to Proceed%>. On that date you are to start performing the Work and to comply with your obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the date Final Completion is <%Final Completion Date%>.

Work at the site must be started by **<WORK START DATE>** as indicated in the Contract Documents.

BY ENGINEER:	BY CONTRACTOR:
_____ Pennoni	_____ (Contractor)
401 Third Street SW	_____
Winter Haven, FL 33880	(Address)
(863) 594-2018 _____ (Telephone)	_____ (Telephone)
_____ (Fax)	_____ (Fax)
_____ (e-mail)	_____ (e-mail)
_____ Project Manager	_____ <Authorized Signature & Title>
_____ Printed Date	_____ Printed Date

BY OWNER:
Town of Lake Hamilton
100 Smith Ave
PO Box 126
Lake Hamilton, FL 33851

_____ _____
(Telephone) (Phyllis Hall, Mayor)

_____ _____
(Fax) Printed Date

_____
(e-mail)

NOTE: Contractor to Return Executed Original to Owner

END OF SECTION 005120

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations

available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph

are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

SECTION 006700 - PREFERENCE FOR DRUG-FREE WORKPLACE

PREFERENCE FOR DRUG-FREE WORKPLACE: Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Bidder's Signature

_____
Date

SECTION 006710 - TRENCH SAFETY COMPLIANCE

The information on this form should be typed or clearly printed.

This form must be signed in the presence of a notary public by an officer authorized to administer oaths.

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650-.652 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of compliance as summarized herein.

1. This Sworn Statement is submitted with Bid No. _____ for _____ _____ _____(Project).

2. This Sworn Statement is submitted by _____, whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____

4. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the OWNER, CONSTRUCTION MANAGER and ENGINEER, and any of their agents or employees from any claims arising from the failure to comply with said standard.

5. The undersigned has appropriated $_____(Total Cost) for trenches to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures:

Ref. No.	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Quantity of Units	Unit Cost	Extended Cost

TSC-1/26

6. The undersigned has appropriated $_____(Total Cost) for compliance with shoring safety requirements and intends to comply by instituting the following procedures:

Ref. No.	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Quantity of Units	Unit Cost	Extended Cost
				Total Cost	

7. The undersigned, in submitting this Bid, represents that he has reviewed and considered all available geotechnical information and made such other investigations and tests as he may deem necessary for adequate design of the trench (and shoring) safety system(s) he will utilize on this project.

8. Failure to complete the above may result in the bid being declared non-responsive. The costs indicated herein are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Bid Form.

_____
(Contractor)

_____
(Signature)

_____
(Title)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature in the space provided on this ____ day of _____, 20__

_____
NOTARY PUBLIC

My Commission Expires:

___ Personally Known to Me or
___ Produced Identification
Type of I.D. _____

END OF SECTION



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

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11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

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26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

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40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable,"

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"acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

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2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. 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.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

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3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

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a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day

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after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

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1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. abnormal weather conditions;
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

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2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

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procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

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b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming

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aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

   b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

   d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related

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thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by

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Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by

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Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

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C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

   a. Such insurance shall be maintained for three years after final payment.

   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining

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applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding

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Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph

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6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial

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occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, 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.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

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B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

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b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

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b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

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B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the

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applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

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3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the

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Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

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C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. 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 and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner

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may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor

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or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may

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also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final

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negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

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10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will

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not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

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2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

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2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the

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requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

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E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash

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discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

    g. The cost of utilities, fuel, and sanitary facilities at the Site.

    h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

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i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

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D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required

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by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

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

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

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F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

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14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer 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, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner 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, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for

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Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, 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.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

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c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

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g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of 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 therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons

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therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, 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 Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

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15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all disputes that Contractor believes are unsettled; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. 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 as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner

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and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment 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 for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

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C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

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E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 007100 - SUPPLEMENTARY CONDITIONS (EJCDC C-700)

1.0 INTRODUCTION:

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. EJCDC C-700, 2013 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

2.0 GENERAL CONDITIONS - REVISIONS AND/OR CLARIFICATIONS:

SC - 1.01 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. EJCDC C-700, 2013 ed.) have the meanings assigned to them in the General Conditions. The term 'Project Manual' is used interchangeably with the term 'Specifications' throughout the contract documents.

SC - 2.02 Delete paragraph 2.02. of the General Conditions in its entirety and insert the following in its place:

2.02 "*Copies of Documents*":

A. After the award of the Contract, the OWNER will furnish the Contractor with one (1) complete set of the Contract Documents via electronic files for execution of the work

SC – 4.05 Add the following new paragraph immediately after immediately after Paragraph 4.05.G of the General Conditions and Paragraph 4.05.H. of the Additional Supplementary Conditions:

4.05 "*Delays in Contractor's Progress*":

I. Notwithstanding any clause in the Contract Documents regarding *force majeure*, or anything in the Contract Documents to the contrary, the SARS-CoV-2 "COVID-19" viral pandemic will not be considered to be an unanticipated cause for purposes of justifying any type of claim for delay, disruption or interference with the performance or progress of the Work by the Contractor. For purposes of this Agreement, Owner and Contractor mutually agree that illnesses from COVID-19 and its variants should be expected during the progress of the Work and the Contractor's workforce will be appropriately staffed and managed to minimize and eliminate any delay, disruption or interference with the completion of the Work. Similarly, supply chain disruptions and material manufacturing and delivery disruptions, are expected and will not be cause for any type of claim for delay, disruption or interference with the performance or progress of the Work. Owner and Contractor further agree that Engineer should summarily deny any claim for an increase in the Contract Times due to delay, disruption or interference with the performance or progress of the Work due to COVID-19, supply chain disruption or material manufacturing and delivery disruption. Contractor affirms that it was advised of this

provision as part of the Contract Documents available to all bidders prior to Contract, and that this provision shall control over anything in the Contract Documents to the contrary, including *force majeure*.

SC - 5.03 Add the following new paragraphs immediately after Paragraph 5.03B:

5.03 *"Subsurface and Physical Conditions"*

C. In the preparation of Drawings and Specifications, Engineer relied upon the following reports of explorations and tests of subsurface conditions at the Site:

i. Geotechnical Report – Tierra April 10, 2026 see Specification 02 32 23)

D. Copies of reports and drawings itemized in SC-5.03.C are attached to this Project Manual.

These reports and drawings are part of the Contract Documents, and the "technical data" may be relied upon by Contractor.

Contractor is also required to visit the Site to become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work. This is to involve an alert, heads-up, eyes-open, reasonable examination of the area and the conditions under which the Work is to be performed (see GC-4.03.C.2.b).

SC-6.01 G. Bond for Public Construction Work; Compliance with General Florida Law

Paragraph 6.01 G. is added to read:

G.1. Section 255.05 of the Florida Statutes (2017) states:

A person entering into a formal contract with the state or any county, city, or political subdivision thereof, or other public authority or private entity, for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work shall be required, before commencing the work or before recommencing the work after a default or abandonment, to execute and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in this state as surety. The bond must state on its front page:

(a) The name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity.

(b) The contract number assigned by the contracting public entity.

(c) The bond number assigned by the surety.

(d) A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement.

2. Before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall provide to the Owner a certified copy of the recorded bond. Notwithstanding the terms of the Contract Documents or any other law governing prompt payment for construction services, the Owner may not make a payment to the contractor until the contractor has

complied with this paragraph.

3. The bond shall be conditioned upon the Contractor's performance of the Work in the time and manner prescribed in the Contract Documents and promptly making payments to all persons defined in Section 713.01, Florida Statutes (2017) who furnish labor, services, or materials for the prosecution of the Work provided for in the Contract Documents. A claimant may apply to the Owner for copies of the contract and bond and shall thereupon be furnished with a copy of the contract and the recorded bond. The claimant shall have a cause of action against the Contractor and surety for the amount due him or her, including unpaid finance charges due under the claimant's contract. Such action may not involve the Owner in any expense.

4. The provisions of Section 255.05 of the Florida Statutes (2017) shall govern this Contract and are incorporated herein as if set forth in full in the Contract Documents. The performance bond and payment bond provided by Contractor, and, all claims made against such bonds by any party – notwithstanding any language in the Contract Documents to the contrary – shall be subject to, governed by and/or in compliance with Section 255.05 of the Florida Statutes (2017) and any and all related local, state and federal laws.

SC-6.03 Add the following new paragraph immediately after paragraph 6.03.B:

C. Commercial General Liability: $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

a. Premises and Operations:

i. Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Contractor); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

b. Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Contractor).

Add the following to paragraph 6.03.D:

D. Comprehensive Automobile Liability Insurance: $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Add the following to paragraph 6.03.E:

E. Umbrella (Excess) Liability Insurance: Umbrella Liability with limits of not less than $2,000,000.00, exclusive of defense costs, to be excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict

following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

Public Performance and Other Bonds: Contractor shall furnish Performance and Payment Bonds specific to the Project.

Add the following after paragraph 6.03J:

K. Limits: The Limits of Liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

SC-6.04. Delete paragraph 6.04 of the General Conditions in its entirety.

7. SC-6.06. A. No Waiver By Owner

Delete Paragraph 6.06 A. in its entirety and replace it with the following:

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants or subcontractors. Contractor waives all rights against the Owner and its respective officers, directors, members, partners, employees, agents, consultants and subcontractors, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waives all such rights against Engineer, its consultants, all Subcontractors, all individuals or entitles identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each any of them under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that the Contractor may have to the proceeds of insurance held by a trustee or fiduciary or otherwise payable under any policy so issued.

SC-6.06. B. – C. No Waiver By Owner

Delete Paragraphs 6.06 B. and 6.06 C. in their entirety.

SC-6.06 E. *No Waiver By Owner*

Paragraph 6.06 E. is added to read:

E. Notwithstanding the provisions of this Paragraph 6.06 and anything that may be found in the Contract Documents that may conflict with this Subparagraph or provide anything to the contrary, Owner does not waive any of its rights against Contractor, its officers, directors, members, partners, employees, agents, consultants and subcontractors, of any kind, for any reason, regardless of Contractor's purchase of insurance coverage or statutory surety bond. Owner does not waive any of its rights against Subcontractors, Engineer, or any individual or entity identified in the Contract Documents or Supplementary Conditions as a loss payee, their officers, directors, members, partners, employees, agents, consultants and subcontractors, of any kind, for any reason, regardless of the purchase of insurance coverage or other form of surety. This Subparagraph shall be liberally construed in favor of the Owner and

the general public to secure to the Owner its rights of recovery in the event of any peril or loss of any kind and all kinds, other than that caused by its own negligence.

SC-6.08. Add the following language after paragraph 6.07 of the General Conditions:

A. General: Contractor shall provide the OWNER with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the OWNER to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without ten (10) days prior written notice to the OWNER. Notice of cancellation shall be sent via certified mail to both of the following:

Town of Lake Hamilton
PO Box 126, 100 Smith Avenue
Lake Hamilton, FL 33851

Pennoni
401 Third Street SW
Winter Haven, Florida 33880

The OWNER shall be named as an additional insured on all Contractor policies related to the project, excluding worker's compensation. The policies shall contain a waiver of subrogation as against the OWNER. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A" category of VIII.

1. The Contractor's self-insured retention or deductible per line of coverage shall not exceed $50,000.00 without the permission of the OWNER.

2. Any failure by the Contractor to comply with the provisions of this section, the OWNER may, as its option, on notice to the Contractor, suspend the work for cause until there is full compliance.

3. OWNER may, at its sole discretion, purchase such insurance at Contractor's expense provided that the OWNER shall have no obligation to do so and if the OWNER shall do so, it shall not relieve Contractor of its obligation to obtain insurance.

4. The Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

5. All Contractor's sub-contractors shall be required to include OWNER and Contractor as additional insured on their General Liability Insurance policies.

6. In the event that subconsultants or subcontractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the OWNER for any claim in excess of the subcontractors' insurance coverage.

7. The Contractor shall not commence work under this Agreement until

all insurance required as stated herein has been obtained and such insurance has been approved by the OWNER.

SC-6.20 Numerous provisions of the Contract Documents provides for indemnification by one party or the other. Each such provision shall be separately subject to a maximum liability of $10,000,000.

SC-7.02 C. Legal Holidays Defined

Paragraph 7.02 C. is added to read:

C. For purposes of the Contract Documents, “legal holidays” are those holidays where the Owner’s City Hall is closed for the transaction of regular municipal business.

SC–10.10 Paragraph 10.10 is added to read:

10.10 *“Owner’s Claim for Unreasonable, Excessive and Unanticipated Use of Engineer*”:

Owner shall be entitled to rely on the Contractor’s Progress Schedule and the agreed-upon date of Substantial Completion in order to determine and fix the reasonable cost of the Engineer’s services as Owner’s Representative during the construction period, inclusive of a reasonable number of Engineer site visits, a reasonable amount of Resident Project Representative observations, reasonable exercises by Engineer of its authority regarding rejection of the Work, reasonable exercises by Engineer of its authority regarding Shop Drawings, Samples, Change Orders and Applications for Payment, and the reasonable performance by the Engineer of other responsibilities defined in the Contract Documents, as the Engineer may advise in its professional judgment. Should Contractor’s performance under this Agreement require an unreasonable, excessive and unanticipated use of the Engineer’s services, notwithstanding any other remedy available to Owner including by way of example and not of limitation liquidated damages, the parties agree that the Owner shall have a claim for a downward adjustment in the Contract Price against the Contractor equal to the actual cost of such unreasonable, excessive and unanticipated services performed by the Engineer at the rates charged by the Engineer to the Owner. For purposes of this paragraph, and by way of example and not of limitation, any use of the Engineer by the Owner, or any service performed by the Engineer, as a direct result of the Contractor’s failure to abide by its responsibilities in Article 7 of the General Conditions of this Agreement shall be considered an unreasonable, excessive and unanticipated use giving rise to an Owner’s claim. Notwithstanding paragraph 12.01 B., an Owner’s claim for the unreasonable, excessive and unanticipated use of the Engineer may be made by the Owner at any time, up to and inclusive of the date of Final Payment.

SC-13.03 For purposes of Paragraph 13.03(D)(1) of the General Conditions, "materially

and significantly" shall be defined as a variation of ± 15%.

SC–13.04 Paragraphs 13.04, 13.04.A., and 13.04.B are added to read:

13.04 *"No Claims for Certain Increases in Cost of the Work*":

A. *No Claim for COVID-19*: Notwithstanding any clause in the Contract Documents regarding *force majeure*, or anything in the Contract Documents to the contrary, the SARS-CoV-2 "COVID-19" viral pandemic shall not be considered an unanticipated cause for purposes of justifying any type of claim for an increase in the Contract Price or the Cost of the Work by the Contractor. For purposes of this Agreement, Owner and Contractor mutually agree that illnesses from coronavirus, COVID-19, SARS-CoV-2, and any of its variants, should be expected during the progress of the Work and the Contractor's workforce will be appropriately staffed and managed to minimize and eliminate any delay, disruption or interference with the completion of the Work such that no claim for an increase in the Contract Price or the Cost of the Work shall be required or entertained by Owner. Similarly, supply chain disruptions and material manufacturing and delivery disruptions due to COVID-19 and its variants, are expected and will not be cause for any type of claim for an increase in the Contract Price or the Cost of the Work. Owner and Contractor further agree that Engineer should summarily deny any claim for an increase in the Contract Price or the Cost of the Work, or request for a Change Order affecting the Contract Price or the Cost of the Work, that is based on the impacts of coronavirus, COVID-19, SARS-CoV-2, and its variants. Contractor affirms that it was advised of this provision as part of the Contract Documents available to all bidders prior to Contract and that this provision shall control over anything in the Contract Documents to the contrary, including *force majeure*.

B. *No Claim for Inflation, Market Fluctuations, and other Financial Matters*: Notwithstanding any clause in the Contract Documents regarding *force majeure*, or anything in the Contract Documents to the contrary, market fluctuations, inflation, devaluation of currency, economic recession, economic depression, market contraction, resignation from employment, supply chain disruption, material manufacturing and delivery disruption, and all other financial factors that affect general commerce shall not be considered to be an unanticipated cause or set of unanticipated causes for purposes of justifying any type of claim for an increase in the Contract Price or the Cost of the Work by the Contractor. For purposes of this Agreement, Owner and Contractor mutually agree that, by accepting Contractor's Bid and awarding the Contract to the Contractor, the Owner has bargained for its price for materials and labor, and neither the Contract Price, the Cost of the Work, nor the prices submitted to the Owner in Contractor's Bid, shall be increased on the basis of market fluctuation, inflation, devaluation of currency, economic recession, economic depression, market contraction, resignation from employment, supply chain disruption, material manufacturing and delivery disruption, or any other financial factor affecting general commerce. Owner and Contractor further agree that Engineer should summarily deny any claim for an increase in the Contract Price or the Cost of the Work, or request for a Change Order affecting the Contract Price or the Cost of the Work, that is based on any of the foregoing

express or reasonably implied financial factors affecting general commerce. Contractor affirms that it was advised of this provision as part of the Contract Documents available to all bidders prior to Contract and that this provision shall control over anything in the Contract Documents to the contrary, including *force majeure*.

SC-14.03 Add a new Subparagraph 14.03(E) as follows:

"The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work."

SC-15.01 Amend the last sentence of Paragraph 15.01(D) of the General Conditions to read as follows:

"OWNER shall, within thirty-one days of presentation to him of the Application for Payment with ENGINEER's recommendation, pay CONTRACTOR the amount recommended."

SC-15.06. Add a new paragraph immediately after Paragraph 15.06.A.3 of the General Conditions to read as follows:

15.06.A.4 "Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and ENGINEER are under no duty or obligation whatsoever to any vendor, materials provider, subcontractor, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR's surety bonds for remedy of nonpayment by him."

SC-15.09 Local Government Prompt Payment Act Compliance

Paragraph 15.09 is added to read:

15.09 Local Government Prompt Payment Act Compliance

A. The provisions of the Local Government Prompt Payment Act, Sections 218.70 through 218.80 of the Florida Statutes (2017) are incorporated herein as if set forth in full. To the extent there is conflict between the text of Article 15, or anything in the Contract Documents, and the text of the *Local Government Prompt Payment Act* or this Paragraph, the text of the *Local Government Prompt Payment Act* and of this Paragraph shall control.

B. As required by Section 218.735(1)(b) of the Florida Statutes (2017), the name of the agent or employee designated to receive the Contractor's application for payment will be furnished to the Contractor and Engineer by separate written notice no later than 10 days after the issuance of the Notice to Proceed.

C. Pursuant to Section 218.735(8)(b) of the Florida Statutes (2021), Owner elects to withhold retainage in an amount not exceeding 5 percent of each progress payment made to the Contractor until final completion and acceptance of the Project by the Owner.

D. As required by Section 218.735(7) of the Florida Statutes (2017), the Owner and Contractor shall develop the list of items required to render complete, satisfactory and acceptable the construction services purchased within 30 calendar days after reaching substantial completion. The list shall be developed as follows:

1. The Owner shall have 10 calendar days after receipt of the preliminary certificate of Substantial Completion and attached punch list from the Engineer to submit objections, comments, and suggested revisions to the punch list to the Engineer.

2. The Engineer shall, upon receipt of the Owner's objections, comments and suggested revisions, submit the same to the Contractor for review. The Contractor shall have 10 calendar days after receipt to review the punch list, with the Owner's objections, comments and suggested revisions, and provide the Owner and Engineer with its objections, comments and suggested revisions to the same.

3. Owner, in consultation with the Engineer if necessary, shall review the Contractor's objections, comments and suggested revisions. Within 10 calendar days of Owner's receipt of the Contractor's objections, comments and suggested revisions, the Owner shall determine and issue the final punch list and deliver the same to the Contractor.

4. Delivery of the items on the punch by the Contractor shall occur within 5 calendar days of Contractor's receipt of the final punch list from the Owner.

5. Final completion of the Project shall occur within the Contract Times, and no earlier than 30 days after the delivery of the punch list to the Contractor by the Owner.

E. Pursuant to Section 218.735(9) of the Florida Statutes (2017), all payments due to the Contractor and not made within the time periods provided for by the Local Government Prompt Payment Act shall bear interest at the rate of 1 percent per month.

F. Disputes between the Contractor and the Owner concerning the payment of a Contractor's payment request or invoice shall be determined by the Owner's governing body pursuant to the Local Government Prompt Payment Act dispute resolution procedure established by Resolution or Ordinance of the Owner's governing body.

SC-17.01 Add a new paragraph after 17.01.A.2 of the General Conditions to read as follows:

17.01.A.2 "Disputes between OWNER and CONTRACTOR shall be arbitrated only if and to the extent agreed to by the parties at the time each dispute arises. The CONTRACTOR will carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing between OWNER and Contractor."

SC-17.01 Add a new paragraph after 17.01.B.3 of the General Conditions to read as follows:

17.01.B.4 Dispute resolution mediation may be conducted by the parties voluntarily first. Mediation shall be conducted in Polk County, Florida by a mediator certified to conduct mediation in the Tenth Judicial Circuit Court in and for Polk County, Florida. Further mediation shall be conducted in accordance with the Florida rules

of Civil Procedure and Florida Law.

SC-17.01 B. No Arbitration; Venue for Civil Actions

Paragraph 17.01 B. 5. is added to read:

5. Owner does not agree to arbitrate any disputes whatsoever. In recognition of the Owner's sovereign immunity and home venue privilege, Owner and Contractor agree that any civil action arising out of subject matter of this Contract or the Contract Documents shall be brought either in the County Court in and for Polk County, Florida or the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida, the choice of which shall be dependent upon each tribunal's jurisdictional limits. The parties agree that no civil action arising out of the subject matter of this Contract may be brought in a federal venue regardless of the cause of action, citizenship of the parties or the claimed amount in controversy.

SC-18.03 Add the following sentence to the end of Paragraph 18.03. in the General Conditions:

"All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement. Also, the obligation of the CONTRACTOR to maintain the Work until Initiation of Operation shall survive final payment and termination and completion of this Agreement."

SC-18.09 Public Records Compliance

Paragraph 18.09 is added to read:

A. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER.**

B. Contractor acknowledges Owner's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. Contractor acknowledges that Owner is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this contract and that said statute controls over the terms of this contract. Contractor further acknowledges its obligations under Section 119.0701, Florida Statutes (2017), which include the requirements to:

1. keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service;

2. provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

4. meet all requirements for retaining public records and transfer, at no cost, to the

Owner, upon the acceptance of final payment, all public records in possession of the Contractor upon termination of this contract 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 Owner in a format that is compatible with its information technology systems.

3.0 GENERAL CONDITIONS - ADDITIONS:

3.1 Venue Provision: Venue for any action arising under this Agreement shall be in the state courts in and for Polk County, Florida.

3.2 Integration Clause: This agreement constitutes the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. No amendments, modifications, or changes to this agreement shall be binding upon the parties unless in writing and executed by all parties hereto with the same formality as this agreement.

3.3 Attorneys' Fees and Costs: In the event of a dispute arising under this Agreement, including either parties' right to indemnification, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

END OF SECTION

SECTION 007300 - SCHEDULE OF VALUES

Contractor: _____
Owner: Town of Lake Hamilton
Project: Lake Hamilton Town Hall Parking

A	B	C	D	E	F	G		H		I
Item	Description	Bid Quantity	Units	Unit Price	Bid Amount	Complete Through Last Period		Complete Through This Period		Value of Items Completed
						Qty.	%	Qty.	%	
1	Mobilization/Demobilization	1	LS							
2	Control and Construction Survey/Layout -- (includes "As-Builts" per plan and Agency requirements)	1	LS							
3	Maintenance of Traffic	1	LS							
4	Construction Geotechnical Testing & Engineer	1	LS							
5	Silt Fence	2042	LF							
6	Demolition (inc. removal and disposal)	1	LS							
7	Soil Tracking Prevention Devise	1	EA							
8	Single Post Sign, F&I GM, <12 SF	15	EA							
9	Single Post Sign, Relocate	1	EA							
10	Thermoplastic, Standard, White, Solid, 6"	1100	LF							
11	Thermoplastic, Standard, White, Solid, 24"	40	LF							
12	Thermoplastic, Standard, White Arrow	8	EA							

SECTION 007300 - SCHEDULE OF VALUES

Contractor: _____
Owner: Town of Lake Hamilton
Project: Lake Hamilton Town Hall Parking

A	B	C	D	E	F	G		H		I
Item	Description	Bid Quantity	Units	Unit Price	Bid Amount	Complete Through Last Period		Complete Through This Period		Value of Items Completed
						Qty.	%	Qty.	%	
13	wheel stops	4	EA							
14	Concrete sidewalk	828	SY							
15	Earthwork1 - Cut Pond	2595	CY							
16	Earthwork1 - Fill Pond	20419	CY							
17	Fine Grading Pond	160	CY							
18	1-1/2 inch SP Asphalt	310	TN							
19	Limerock Base - 8 inch	1560	SY							
20	Stabilized Subgrade w/proof rolling -12 inch	1560	SY							
21	Saw Cuts/Road Cuts	185	LF							
22	Cleanup Final Dress ROW	1	LS							
23	Sod	5782	SY							
24	MES & Concrete Rip Rap 18" diameter with grate (DOT index 273)	1	EA							
25	FDOT Type C Inlets	2	EA							
						Subtotals				

SECTION 007300 - SCHEDULE OF VALUES

Contractor: _____
Owner: Town of Lake Hamilton
Project: Lake Hamilton Town Hall Parking

A	B	C	D	E	F	G		H		I
Item	Description	Bid Quantity	Units	Unit Price	Bid Amount	Complete Through Last Period		Complete Through This Period		Value of Items Completed
						Qty.	%	Qty.	%	
26	18” HDPE	373	LF							
27	Manhole	2	EA							
28	Connect to existing storm sewer	1	LS							
29	Type D Curbing	809	LF							
30	Storm Sewer Lamping	1	LS							
31	Handicap Parking Space Striping	4	EA							
32	Detectable Warnings	50	SF							
33	Emergency Concrete Spillway (between ponds)	44	SY							
34	Live Oaks (Quercus virginiana)	5	EA							
35	Crepe Myrtle (Lagerstroemia Indica)	3	EA							
36	Shrubs (per Landscape Plan)	170	EA							
37	Irrigation System	1	LS							
38	Flowable Fill	123	CY							
						Subtotals				

END OF SECTION

SECTION 007400 - CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared _____ who, being first duly sworn, deposes and says that he is _____ of _____, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as: _____, dated the _____ day of _____, 20___, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Engineer and the Owner; that there are no bills remaining unpaid for labor, material or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the Owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

Sworn to and subscribed to before me this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires _____

We, the _____ having heretofore executed a Public Construction Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars ($_____), hereby agree that the Owner may make payment of the final estimate, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way relieve the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

IN WITNESS WHEREOF, THE _____ has caused this instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20___.

_____
Surety Company

_____
Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ and/or _____ purpose therein expressed and that he had due and legal authority to execute the same on behalf of said _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 20___.

_____
Notary Public

END OF SECTION

SECTION 007500 - CONTRACTOR'S REQUEST FOR INFORMATION (RFI)

OWNER:	Town of Lake Hamilton	No. Copies _____	
ENGINEER:	Pennoni Associates, Inc.	No. Copies _____	CONTRACTOR
CONTRACTOR:	_____	No. Copies _____	REQUEST FOR
FIELD	_____	No. Copies _____	INFORMATION
OTHER:	_____	No. Copies _____	NO. _____

PROJECT DATA

NAME: Lake Hamilton Town Hall Parking

LOCATION: 100 Smith Ave
PO Box 126
Lake Hamilton, FL 33851

OWNER: Town of Lake Hamilton

OTHER: _____

CONTRACT DATA

NUMBER: _____

DATE: _____

DRAWING NO: _____

SPECIFICATION SECTION: _____

QUESTION:

.....
.....
.....
.....
.....
.....

BY: _____ DATE: _____

REPLY:

.....
.....
.....
.....
.....
.....

BY: _____ DATE: _____

END OF SECTION

SECTION 007550 - FIELD ORDER

OWNER:	Town of Lake Hamilton	No. Copies _____	
ENGINEER:	Pennoni	No. Copies _____	
CONTRACTOR:	<%Name of Contractor%>	No. Copies _____	FIELD ORDER
		No. Copies _____	NO. _____
OTHER:		No. Copies _____	

PROJECT DATA

NAME: Lake Hamilton Town Hall Parking

LOCATION: 100 Smith Ave
PO Box 126
Lake Hamilton, FL 33851

OWNER: Town of Lake Hamilton

OTHER: _____

CONTRACT DATA

NUMBER: _____

DATE: _____

DRAWING NO: _____

SPECIFICATION SECTION: _____

TO: (Contractor)

.....
.....
.....
.....
.....

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this Work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be superseded by a Change Order.

Description (of interpretation or change): .....
.....
.....
.....
.....
.....

Attachments (listing of attached documents that support description):

1. Contractor Request for Information No.: .....
2. .....
3. .....
4. .....
5. .....

Pennoni PROJECT NO: _____

BY: _____ DATE: _____

END OF SECTION

SECTION 007600 - CONSTRUCTION ACCIDENT REPORT

OWNER:	Town of Lake Hamilton	No. Copies _____	
ENGINEER:	Pennoni Associates, Inc.	No. Copies _____	CONSTRUCTION
CONTRACTOR:	_____	No. Copies _____	ACCIDENT
FIELD	_____	No. Copies _____	REPORT
OTHER:	_____	No. Copies _____	NO. _____

PROJECT DATA

NAME: Lake Hamilton Town Hall Parking

LOCATION: 100 Smith Ave
PO Box 126
Lake Hamilton, FL 33851

OWNER: Lake Hamilton

ENGINEER: Pennoni Associates, Inc.

CONTRACTOR: _____

SUBCONTRACTOR: _____

OTHER: _____

ACCIDENT INFORMATION

Accident Date: _____ Time:

Name(s) of Injured or Deceased: .....

.....

.....

Describe what occurred: .....

.....

.....

NOTE: Use other side or attach additional sheets as required.

Name & Address of Witnesses: .....

.....

.....

Employer's Name & Address:.....

.....

.....

Employee's Name & Address: .....

.....

.....

Where treated (Name & Address):.....

.....

.....

Attach sketch and/or photographs if applicable.

Send original to City, with copy to Engineer Immediately.

.....

Signed

END OF SECTION

SECTION 007700 - RELEASE AND AFFIDAVIT

COUNTY OF_____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared

_____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Town of Lake Hamilton ("OWNER") its, officers, employees and agents relating in any way to the performance of the Agreement between Contractor and TOWN, dated _____, ____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which OWNER might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless OWNER its Board of Town Commissioners, officers, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the OWNER arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No._____.

CONTRACTOR:

_____

By: _____ (signature of the executive officer)

Its:_____ (title of the executive officer)

Date:_____

Witnesses

_____ _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of_____

Commission No.:_____

END OF SECTION

SECTION 007750 - WORK DIRECTIVE FORM

OWNER:	Town of Lake Hamilton	No. Copies		
ENGINEER:	Pennoni	No. Copies		WORK
CONTRACTOR:	<%Name of Contractor%>	No. Copies		DIRECTIVE
FIELD		No. Copies		NO.
OTHER:		No. Copies		

PROJECT DATA

NAME: Lake Hamilton Town Hall Parking
LOCATION: 100 Smith Ave
PO Box 126
Lake Hamilton, FL 33851
OWNER: Town of Lake Hamilton
CONTRACTOR:

CONTRACT DATA

NUMBER:
DATE:
DRAWING NO:
SPECIFICATION SECTION:

TO: (Contractor).....
.....

You are directed to proceed promptly with the following change(s):

Description:.....
.....
.....
.....
.....
Purpose of Work Directive Change: .....
.....
.....
.....

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

[ ] Time and materials
[ ] Unit prices
[ ] Cost plus fixed fee
[ ] Other_____

Estimated increase (decrease) in Contract Price $_____
If the change involves an increase, the estimated amount is not to be exceeded

Method of determining change in Contract Time:

[ ] Contractor's records
[ ] Engineer's records
[ ] Other .....

Estimated increase (decrease) in Contract Times.
Substantial Completion ____ days;
Ready for final payment ____ days.

without further authorization.

If the change involves an increase, the estimated times are not to be exceeded without further authorization.

RECOMMENDED:

AUTHORIZED:

BY: _____
(Engineer)

BY: _____
(Owner)

Attachments (listing of attached documents that support description):

1. Contractor Request for Information No.: .....
2. Request for Proposal for Proposed Change (RFP) No.: .....
3. .....
4. .....
5. .....

END OF SECTION

SECTION 007850 - CHANGE PROPOSAL SUMMARY FORM

OWNER:	Town of Lake Hamilton	No. Copies	_____	
ENGINEER:	Pennoni	No. Copies	_____	CHANGE
CONTRACTOR:	<%Name of Contractor%>	No. Copies	_____	PROPOSAL
FIELD	_____	No. Copies	_____	SUMMARY
OTHER:	_____	No. Copies	_____	NO. ___

PROJECT DATA

NAME: Lake Hamilton Town Hall Parking
LOCATION: 100 Smith Ave
PO Box 126
Lake Hamilton, FL 33851
OWNER: Town of Lake Hamilton
CONTRACTOR: <%Name of Contractor%>

CONTRACT DATA

NUMBER: _____
DATE: _____
DRAWING NO: _____
SPECIFICATION SECTION: _____

REFERENCE:

Work Directive No. _____
RFP No. _____
Field Order No. _____
Other _____

DESCRIPTION: .....
.....
.....

PRICING INFORMATION

1. DIRECT LABOR	Skill/Trade	Manhours	Rate	Cost
1.A. Production Labor				
1.B. Supervision				
[ ] Foreman				
[ ] Superintendent				
1.C. Field Engineering				
1.D. Expenses				
			Subtotal(1)	

2. MATERIALS & EQUIPMENT

	Description	Quantity	Unit Price	Cost
2.A.	Incorporated in Work			
2.B.	Consumed in Performance			
2.C.	Direct Costs			
2.D.	Bonds, Insurance			
				Subtotal(2)

3. TOTAL LABOR, MATERIALS & EQUIPMENT

_____ + _____ = _____
Subtotal (1) Subtotal (2) Total

END OF SECTION

SECTION 007900 - REQUEST FOR PROPOSAL FOR PROPOSED CHANGE FORM

OWNER: Town of Lake Hamilton No. Copies _____ REQUEST FOR
ENGINEER: Pennoni PROPOSAL
CONTRACTOR: <%Name of Contractor%> No. Copies _____ FOR PROPOSED
FIELD: _____ CHANGE (RFP)
OTHER: _____ NO._____

PROJECT DATA: CONTRACT DATA:

NAME: Lake Hamilton Town Hall Parking
LOCATION: 100 Smith Ave
PO Box 126
Lake Hamilton, FL 33851
OWNER: Town of Lake Hamilton DRAWING NO: _

CONTRACTOR: <%Name of Contractor%>

TO:

Provide the undersigned a proposal for the following change in the work within seven (7) calendar days after receipt of this request. The written proposal must clearly delineate the scope of the proposed change in work providing an itemized estimate of time and all material and labor (by trade), subcontract and overhead costs and fees. Any amount claimed for subcontracts must be similarly supported.

Description of change in work:

Change Order Type: (Deletion) (Addition) (Revision)

Constraints of Change:

Initiated by: Town inquiry

Proposal must be received by: _____ (seven days from date below)

Attachments (listing of attached documents that support description):

1.
2.
3.
4.
5.

Pennoni Project No.: _____

Issued By: _____ DATE: _____

END OF SECTION

SECTION 01 00 00 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE AND INTENT

A. Description: The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the work is presented in Section 01 10 00.

B. Requirements Included:
1. The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all required permits. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Owner, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.
2. The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.
3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment, prior approval of the Engineer notwithstanding.

C. Public Utility Installations and Structures:
1. Public utility installations and structures shall be understood to include all poles, tracks, pavement, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.
2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface based on the most reliable data available to the Engineer. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, depth, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.

3. The Contractor shall protect all public utility installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the Engineer. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which are shown on the Drawings or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Engineer. No separate payment shall be made for such protection or repairs to public utility installations or structures.
4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made therefore.
5. Where public utility installations of structures owned or controlled by the Owner or other governmental body are encountered during the course of the work, and are not indicated on the Drawings or in the Specifications and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the General Conditions.
6. The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of public utility services, and shall cooperate fully with the owners thereof to that end.
7. All Owner and other governmental utility departments and other owners of public utilities which may be affected by the work will be informed in writing by the Owner within two weeks after the execution of the Contract or Contracts covering the work. Such notice will set out, in general, and direct attention to, the responsibilities of the Owner and other governmental utility departments and other owners of public utilities for such installations and structures as may be affected by the work and will be accompanied by one set of Drawings and Specifications covering the work under such Contract or Contracts.
8. In addition to the general notice given by Owner, the Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight hours in advance of breaking ground in any area or on any unit of the work.
9. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the Owners of such utilities.

1.2 CONTRACT DOCUMENTS (BIDDING AND CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS) DRAWINGS AND PROJECT MANUAL

A. Drawings:
1. The Drawings referred to in the Contract Documents bear the general project name and number as shown in the Notice to Bidders (Advertisement).
2. When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small scale drawings.

B. Copies Furnished to Contractor:
1. After the Contract has been executed, the Contractor will be furnished one (1) complete set of reproducible blackline drawings (24 inches by 36 inches) and one (1) copy of the Project Manual (Contract Requirements and Specifications) and all addenda.
2. The Contractor shall furnish each of the subcontractors, manufacturers, and material men such copies of the Contract Documents as may be required for their work. All copies of the Contract Documents shall be printed from the reproducible sets furnished to the Contractor. All costs of reproduction and printing shall be borne by the Contractor.

C. Supplementary Drawings:
1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and the Contractor will be furnished one (1) complete set of applicable reproducible blackline drawings (24 inches by 36 inches) and one (1) copy of the applicable Specifications.
2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.

D. Contractor to Check Drawings and Data:
1. The Contractor shall verify all dimensions, quantities and details shown on the Drawings, Supplementary Drawings, schedules, Specifications or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting there from nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.
2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

E. Specifications:
1. The Technical Specifications consist of three parts: General, Products, and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements for the work and shall always govern whenever there appears to be a conflict.

F. Intent:
1. All work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and Interpretation of these Specifications shall be made upon that basis. In the event of inconsistencies in the requirements of the Drawings and Specifications, the more expensive will be required.

1.3 MATERIALS

A. Manufacturer:
1. The names of proposed manufacturers, suppliers and dealers who are to furnish materials, fixtures, or other fittings shall be submitted to the Engineer for approval, as early as possible, to afford proper investigation and checking. Such approval must be obtained before Shop Drawings will be checked. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the Engineer, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance.
2. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the Engineer, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
3. Any two or more pieces of material of the same kind. type or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:
1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

1.4 INSPECTION AND TESTING

A. General:
1. Inspection and testing of materials will be provided by the Contractor unless otherwise specified.
2. The inspection and testing shall be performed by a Florida licensed engineering/testing firm experienced in this type of work.
3. The Contractor shall notify the Engineer and Owner of the firms he intends to use. The Engineer or Owner may accept or reject the firm. If rejected, the process will begin anew.
4. For tests specified to be made by the Owner, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five copies of the reports shall be submitted, and authoritative certification thereof must be furnished to the Owner as a prerequisite for the acceptance of any material.
5. If, in the making of any test of any material, it is ascertained by the Owner that the material does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the Owner.

B. Costs:
1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.
2. Materials submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Contractor for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials which are rejected for non-compliance.

C. Inspection of Materials:
1. The Contractor shall give notice in writing to the Owner, sufficiently in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Owner will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture.
2. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture:
1. When inspection is waived or when the Owner so requires, the Contractor shall furnish to him authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents.
2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

E. Failure of Tests:
1. Any defects in the materials or their failure to meet the tests, guarantees or requirements of the Contract Documents shall be promptly corrected by the Contractor by replacements or otherwise. The decision of the Owner as to whether or not the Contractor has fulfilled his obligations under the Contract shall be final and conclusive.
2. If the Contractor fails to make these corrections or if the improved materials, when tested, shall again fail to meet the guarantees or specified requirements, the Owner, notwithstanding its partial payment for work, and materials, may reject the materials and may order the Contractor to remove them from the site at his own expense.
3. In case the Owner rejects any materials, then the Contractor shall replace the rejected materials within a reasonable time. If he fails to do so, the Owner may, after the expiration of a period of thirty (30) calendar days after giving him notice in writing, proceed to replace such rejected materials and the cost thereof shall be deducted from any compensation due or which may become due the Contractor under his Contract.

F. Final Inspection: During such final inspections, the work shall be clean and free from water. Thereafter all structures and pipes intended to hold water shall be filled with water and tested. In no case will the final estimate be prepared until the Contractor has complied with all requirements set forth and the Owner has made the final inspection with the Contractor of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

1.5 TEMPORARY STRUCTURES

A. Temporary Fences:
1. If, during the course of the work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall provide a suitable temporary fence at his own expense.
2. The Engineer shall be solely responsible for the determination of the necessity for approving a temporary fence and the type of temporary fence to be used.

B. Responsibility for Temporary Structures: In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the Owner from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

1.6 TEMPORARY SERVICES

A. Accident Prevention:
1. Precautions shall be exercised at all times for the protection of person and property. The safety provisions of applicable laws, as well as building and construction codes shall be observed.

2. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596), and under Section 107 of the contract Work Hours and Safety Standards Act (PL 9 1-54), except where state and local safety standards exceed the federal requirements and except where state safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, shall be complied with.

B. First Aid: The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when men are employed on the work.

1.7 LINES AND GRADES

A. Grade:
1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. The Engineer will establish bench marks and base line controlling points. Reference marks for lines and grades as the work progresses will be located to cause as little inconvenience to the progression of the work as possible.
3. The Contractor shall so place excavation and other materials as to cause no inconvenience in the use of the reference marks provided. He shall remove any obstructions placed by him contrary to this provision.

B. Surveys:
1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials for setting project control points.
2. The Contractor shall check the Owner’s permanent reference points by such means as he may deem necessary and, before using them, shall call the Engineer’s attention to any inaccuracies.
3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the Owner’s permanent reference marks set by the Owner, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review of the Owner.

C. Safeguarding Marks:
1. The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks.
2. The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost of reestablishing them if disturbed or destroyed.

1.8 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility:
1. The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work.
2. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Drawings, and the removal, relocation and reconstruction of such items called for on the Drawings or specified shall be included in the various Contract Items and no separate payments will be made therefore.
3. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Drawings and when, in the opinion to avoid interference with the work, payment therefore will be made as provided for extra work in the General Conditions.
4. Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility.
5. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.
6. Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the Owner. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the Owner.
7. Prior to the beginning of any excavations, the Contractor shall advise the Owner of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees:
1. All trees and shrubs outside the construction area shall be adequately protected by the Contractor with boxes or otherwise and in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at its proper season and at the sole expense of the Contractor.
2. Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.
3. The Owner may order the Contractor, for the convenience of the Owner, to remove trees along the line or trench excavation. If so ordered the Owner will obtain any permits required for removal of trees.

C. Lawn Areas: Lawn areas shall be left in as good of condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod in the manner described in the Workmanship and Materials section.
   1. Any fence, or part thereof that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work.
   2. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Owner.
   3. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made therefore.

1.9 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights:
   1. During the prosecution of the work, the Contractor shall put up and maintain at all times such barriers and lights as will effectually prevent accidents.
   2. The Contractor shall provide suitable barricades, red lights, “danger” or “caution” or “street closed” signs and watchmen at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public.

B. Smoke Prevention: Strict compliance with ordinances regulating the production and emission of smoke will be required.

C. Noise:
   1. The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers.
   2. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.
   3. Except in the event of an emergency, no work shall be done between the hours of 5:00 p.m. and 7:00 a.m., Monday through Friday and on Saturdays, Sundays and legal holidays without written permission of the Owner. If the proper and efficient prosecution of the work requires operations during the night, the written permission of the Owner shall be obtained before starting such items of the work.

D. Access to Public Services: Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves and manholes.

E. Dust Prevention: The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

1.10 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Engineer and in accordance with the Drawings and Specifications.

B. The work must be done by competent workmen skilled in the trade required by the restoration.

1.11 CLEANING

A. During Construction:
1. During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Owner and Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.
2. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops. Contractor shall be responsible and liable for all spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance resulting from damages thereof.

B. Final Cleaning:
1. At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.
2. The Contractor shall thoroughly clean all materials installed by him and shall deliver such materials undamaged in a bright, clean, polished and new operation condition.

1.12 MISCELLANEOUS

A. Protection Against Siltation and Bank Erosion:
1. The Contractor shall arrange his operations and construct erosion control devices to minimize siltation and bank erosion on construction sites and on existing or proposed water course and drainage ditches.
2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Owner which results from his construction operations.

B. Protection of Wetland Areas:
1. The Contractor shall not disturb any wetlands.
2. The Contractor shall properly dispose of all surplus material, including soil, in accordance with Local, State and Federal regulations.
3. Under no circumstances shall surplus material be disposed of in wetland areas as defined by the Florida Department of Environmental Protection.

C. Existing Facilities: The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Requirements and schedules of operations for maintaining existing facilities in service during construction shall be as described in the Specific Provisions.

D. Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfection, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

E. Cooperation with Other Contractors and Forces:
   1. During progress of work under this Contract, it may be necessary for other contractors and persons employed by the Owner to work in or about the project.
   2. The Owner reserves the right to put such other contractors to work and to afford such access to the site of the Work to be performed hereunder at such times as the Owner deems proper.
   3. The Contractor shall not impede or interfere with the work of such other contractors engaged in or about the Work and shall so arrange and conduct his work that such other contractors may complete their work at the earliest date possible.

F. Construction shall be conducted and shall result in construction of the improvements of this project in full accordance with the conditions of the permits granted for the project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 00 00

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.
7. Miscellaneous provisions.

B. Related Requirements:
1. Section 01 00 00 "General Requirements" for furnishing of all labor, materials and equipment, and the performance of all work included in this Contract.

1.3 PROJECT INFORMATION

A. Project Identification: Lake Hamilton Town Hall Parking (LAKHA25011).
1. Project Location: 100 Smith Avenue at Second Street, Lake Hamilton, Florida 33851

B. Owner: Town of Lake Hamilton.
1. Owner's Representative: Brittney Sandoval, Town Administrator

Engineer: Pennoni Associates Inc.

1.4 DESCRIPTION OF WORK

A. This contract is for the Contractor related permitting, construction, testing, start-up, and warranty work and other work related to removal of existing stormwater structures (flumes & riprap), removal of concrete curb, sidewalk, and asphalt pavement as noted on plans, installation of stormwater structures and piping, construction of new stormwater ponds, and overflow structure, fill and compact existing stormwater pond, construct new concrete curb and sidewalk, install new base course and asphalt pavement, and install signage and paint striping as shown on the Drawings and described in the Specifications to achieve a fully functional parking facility and drainage modification. Contractor is responsible for planning the work sequence which may include providing temporary access to the Town Hall during construction in order to complete the proposed scope of work. A summary of the work to be performed is

described in the Invitation to Bid.

B. Contractor acknowledges the location of existing piping shown on the drawings may vary from the existing conditions shown on the drawings, and the contractor shall be required to make reasonable deviations from the design to construct a fully operational system as intended by the design. Contractor shall perform these types of design modifications at no additional cost to the owner for similar construction work efforts.

1.4 WORK BY OWNER

A. Owner will contract with Engineer (Pennoni) to provide Construction Engineering and periodic construction observation services.

1.5 WORK BY CONTRACTOR

A. The Contractor shall furnish all labor, materials, equipment, tools, services and incidentals reasonably necessary to complete all of the work required as shown on the details and specified.

B. The Contractor shall complete the work, in place, ready for continuous service, and shall include repairs, testing, disinfection, building permit, cleanup, replacements, and restoration required as a result of damages caused during construction.

C. All material, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the work, in a substantial manner and in compliance with the requirements stated or implied by the Specifications or Details, shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.

D. The Contractor shall comply with all municipal, county, state, federal laws, rules, guidelines, and codes which are applicable to the work.

E. The Contractor shall pay for all retesting as a result of the original test samples failing to meet the specification requirements.

F. The Contractor shall have a superintendent on site at all times work is being performed by the Contractor or subcontractors. The superintendent does not have to be on site during the maintenance of the Contractor's equipment.

G. Contractor shall not employ any subcontractors against whom the Owner or Engineer may have reasonable objection. The name, address and experience of proposed subcontractors shall be submitted by the Contractor to Engineer for Engineer's review prior to any work being performed by the subcontractor.

1.6 ACCESS TO SITE

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Access to Site: Limited to public rights-of-way.

C. Working Period: On site work by Contractor is limited to 7:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays such as July 4th, Independence Day, Labor Day, Thanksgiving Day and following Friday, Christmas Day, and New Year's Day. If the Contractor desires to work during time outside the Working Period, prior written permission of Owner must be obtained, and if Owner grants permission, Contractor must pay all Owner's associated costs, such as engineering, observation, and testing.

D. Utility Outages and Shutdown: Prior approval by Owner and minimized in duration.

E. Safety Precautions: Smoking only in designated areas as approved by Owner and Engineer.

F. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.7 SITE CONDITIONS

A. The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his Bid, the conformation of the ground, the character and quality of the substrate, the types and quantities of materials to be encountered, the nature of the ground water conditions, the execution of the work, the general and local conditions and all other matters which can, in any way, affect the work under this Contract. No claim for extras based on substrate or ground water table conditions will be allowed.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content:
   1. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

1.9 WORK SEQUENCE

A. The Contractor shall establish his work sequence based on the use of personnel to facilitate completion of design, permitting, construction, and testing within the specified Contract Time

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 01
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 PAYMENTS

A. Payments to the Contractor shall be made on the basis of the Bid Items as full and complete payment for furnishing all Material, labor, tools and equipment, and for performing all operations necessary to complete the Work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the Work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Owner.

B. The price stated in the Bid Form include all costs and expenses for taxes, labor, equipment, Material, commissions, transportation charges and expenses, patent fees and royalties, labor for handling Material during inspection, together with any and all other costs and expenses for performing and completing the Work, as shown on the Plans and specified herein. The basis of payment for Bid Items at the price shown in the Bid Form shall be in accordance with its description of the item in this section and as related to the Work specified and shown on the Drawings. Unit prices, where used, will be applied to actual quantities furnished and installed in conformance with the Contract Documents.

C. The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. The cost of Work for which there is not a separate Bid Item shall be included in a related Bid Item, or shall be distributed over all Bid Items, such that the bid for the project reflects the total price for completing the Work in its entirety.

D. The Owner will have the right to issue one or more Change Orders prior to Final Payment which will reconcile actual quantities furnished and accepted with the estimated quantities found in the Bid Form. Force Account work performed may be included in the Change Orders.

E. Payment of any Bid Item, in part or in full, prior to Final Payment, shall not be regarded as acceptance of that item.

F. The Contractor's attention is called to the fact that the estimated quantities appearing in the Bid Form consist of the Engineer's best opinion of what will be required to complete the Work as designed. Neither the Owner nor the Engineer guarantee the accuracy or exactness of the figures. The actual quantities will be determined during, and upon completion, of construction, based upon the measurements herein described. Substantial differences may exist between the estimated quantities and the actual quantities. The estimated quantities are not a guarantee of the magnitude of Work. For Unit Price bid items, because the Contractor's compensation will be based upon actual completed quantities, his actual level of compensation will vary from the Total Amount Bid or Contract Sum. The Owner reserves the right to authorize additional amounts of any or all of the Bid Items, and to reduce or totally eliminate any of the Bid Items, without affecting the Contract Unit Price Bid for that Bid or for any other Bid Items.

G. All existing grades shown on the drawings are approximate and the Contractor is responsible to field verify all grades.

H. The Contractor shall have the duty of reporting overpayment on any item immediately upon his discovery of same.

I. The Owner will have the right to deduct for overpayment of any item when discovery of overpayment is made and to adjust the amounts due the Contractor accordingly.

J. The Owner will have the right to require the Contractor to excavate and expose any item which was covered after installation for the purpose of measuring, testing, or inspecting the item, and the Contractor shall comply with such request. No separate or additional payment will be made for this work. The Contractor shall, when accepted or directed to by the Owner, restore and repair the Work in conformance to the Contract Documents.

K. Work performed beyond the Contract requirements shall be approved and accepted before payment may be made. Mere knowledge by the Owner or the Engineer that the Contractor has performed a task shall not constitute approval or acceptance of the task for the purpose of payment, and the Owner will not be under obligation to pay for the task.

L. The Owner reserves the right to request of the Contractor, and Contractor shall promptly provide a breakdown of any of the Lump Sum Bid Items. The breakdown shall consist of labor, equipment, and the cost of material for the Bid Item or the various components included within the Bid Item.

M. Lump Sum items have been established for various portions of the work. The term “Lump Sum” shall mean complete payment for the unit of work described. Where the unit measurement is described as “Lump Sum”, the unit shall include all necessary appurtenances and incidentals required to complete the unit of work. Measurement of the lump sum work will not be made. However, the completed portion of work will be estimated on a percent complete basis for purposes of monthly payment estimates.

N. Unit Price Items have been established for various portions of the work. For these items of work, the quantity of work completed will be determined by actual measurement of work in place on the basis of the specified unit of measure. Incidentals or appurtenances not indicated as separate pay items but required to complete a particular unit of work shall be included within the unit price. The basis of payment for an item at the unit price bid shall be in general accordance with the description of that item in this section.

1.2 MEASUREMENT

A. Progress payments for Lump Sum Bid Items will be considered on a percent completed basis and based on the breakdown of the Lump Sum Bid Item provided by Contractor. The Contractor shall estimate the value of the work performed, subject to the review and acceptance by the Engineer.

B. The Contractor’s surveyor will obtain the field data to be used in calculating the earthwork volumes. The Contractor shall submit quantities for payment, with calculations, for the Owner’s review and approval, in accordance with the Contract Documents.

C. The Owner will review these calculations prior to making payments. The Contractor shall give the Owner access to all field data, calculations, and computations. In the event of discrepancies or the

need for additional field data to confirm quantities, the Contractor shall be responsible for the additional surveying cost.

D. Prior to submitting his first requisition for payment, the Contractor shall secure the Owner's concurrence on the methods and procedures for making field measurements and the manner in which calculations will be performed in preparation of progress and final payment estimates.

E. Quantity estimates, field measurements, certifications, and related backup information that is submitted in support of payment request will be considered by the Owner as having been prepared by the Contractor, even when prepared by or submitted on behalf of the Contractor by others.

F. Earthwork quantities that result from unauthorized over excavations, unauthorized overfilling, or from under filling will not be considered for payment. These operations include excess volumes removed from on-site excavations, additional cover or clean fill material required to fill excess cuts, or to fill embankments that do not meet the base grade requirements.

G. The value of furnished materials, for which partial progress or full payment is made during the course of the Work, that remain unused at the closing of the Contract, shall be deducted from the amounts due the Contractor in the Final Payment.

H. Payment between the "beginning and end" of directional bores will be for the length of pipe required to clear the applicable obstacles and tie into lines at the depth specified in the plans. Payment will specifically exclude the length of pipe required between the entry/exit locations and the "beginning and end" points, respectively, of the directional bores and the cost for this additional pipe shall be included in the Contractor's unit bid price.

I. PAYMENT ITEMS: PAYMENT WILL BE MADE BASED ON THE ITEMIZED BID PROPOSAL, OR AS SPECIFIED IN THE SCHEDULE OF VALUES APPROVED BY THE ENGINEER.

1.3 SCOPE OF WORK

A. Separate payment will be made only for the items of work described and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items unless specifically called out as a separate Pay Item.

END OF SECTION

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on the Field Order Form.

1.4 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

A. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.

B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.

C. Provide data to support computations including:
   1. Quantities of products, labor, and equipment.
   2. Taxes, insurance and bonds.
   3. Overhead and profit.
   4. Justification for any change in Contract Time.
   5. Credit for deletions from Contract, similarly documented.

D. Support each request for additional cost for work done on a time and material basis, with additional information including:
   1. Origin and date of request.
   2. Dates and times work was performed, and by whom.
   3. Time records and wage rates paid.
   4. Invoices and receipts for product, equipment, and subcontracts, similarly documented.

1.5 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Work Change Proposal Requests issued by Engineer are not instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
      e. Quotation Form: Use forms acceptable to Engineer.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer.
   1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
   2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   4. Include costs of labor and supervision directly attributable to the change.
   5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
   6. Proposal Request Form: Use form acceptable to Engineer.

1.6 LUMP SUM CHANGE ORDER

A. The Change Order will be based on Change Proposal Request and Contractor’s lump sum quotation.

1.7 UNIT PRICE CHANGE ORDER

A. For pre-determined unit prices and quantities, Change Proposal Request/Change Order will be executed on a lump sum basis.

B. For unit costs or quantities of units of work which are not predetermined, execute Work under a not-to-exceed Change Proposal Request. Changes in Contract Sum or Contract time will be computed as specified for time and material Change Order.

1.8 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.

1.9 WORK CHANGE DIRECTIVE

A. Work Change Directive: Engineer may issue a Work Change Directive. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
   1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
   1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.10 EXECUTION OF CHANGE ORDERS

A. Engineer will prepare all Change Orders and will issue Change Orders for signatures of parties as provided in General Conditions.

1.11 CORRELATION OF CONTRACTOR SUBMITTALS

A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown on Change Order.

B. Promptly revise Progress Schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

C. Promptly enter changes in Project Record Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Related Requirements Described Elsewhere:
1. Agreement between Owner and Contractor.
2. Progress Payments, Retainages and Final Payment: Conditions of the Contract.
3. Schedule of Values: Section 01 44 00
4. Photographic Documentation: Section 01 32 33
5. Closeout Procedures: Section 01 77 00
6. Project Record Documents: Section 01 78 39

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Submit Applications for Payment to the Engineer in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 PAYMENTS

A. Payments to the Contractor shall be made on the basis of the Bid Items as full and complete payment for furnishing all Material, labor, tools and equipment, and for performing all operations necessary to complete the Work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the Work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Owner.

B. The price stated in the Bid Form include all costs and expenses for taxes, labor, equipment, Material, commissions, transportation charges and expenses, patent fees and royalties, labor for handling Material during inspection, together with any and all other costs and expenses for performing and completing the Work, as shown on the Plans and specified herein. The basis of payment for Bid Items at the price shown in the Bid Form shall be in accordance with its description of the item in this section and as related to the Work specified and shown on the Drawings. Unit prices, where used, will be applied to actual quantities furnished and installed in conformance with the Contract Documents.

C. The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. The cost of Work for which there is not a separate Bid Item shall be included in a related Bid Item, or shall be distributed over all Bid Items, such that the bid for the project reflects the total price for completing the Work in its entirety.

D. The Owner will have the right to issue one or more Change Orders prior to Final Payment which will reconcile actual quantities furnished and accepted with the estimated quantities found in the Bid Form. Force Account work performed may be included in the Change Orders.

E. Payment of any Bid Item, in part or in full, prior to Final Payment, shall not be regarded as acceptance of that item.

F. The Contractor's attention is called to the fact that the estimated quantities appearing in the Bid Form consist of the Engineer's best opinion of what will be required to complete the Work as designed. Neither the Owner nor the Engineer guarantee the accuracy or exactness of the figures. The actual quantities will be determined during, and upon completion, of construction, based upon the measurements herein described. Substantial differences may exist between the estimated quantities and the actual quantities. The estimated quantities are not a guarantee of the magnitude of Work. For Unit Price bid items, because the Contractor's compensation will be based upon actual completed quantities, his actual level of compensation will vary from the Total Amount Bid or Contract Sum. The Owner reserves the right to authorize additional amounts of any or all of the Bid Items, and to reduce or totally eliminate any of the Bid Items, without affecting the Contract Unit Price Bid for that Bid or for any other Bid Items.

G. All existing grades shown on the drawings are approximate and the Contractor is responsible to field verify all grades.

H. The Contractor shall have the duty of reporting overpayment on any item, immediately upon his discovery of same.

I. The Owner will have the right to deduct for overpayment of any item, when discovery of overpayment is made, and to adjust the amounts due the Contractor accordingly.

J. The Owner will have the right to require the Contractor to excavate and expose any item which was covered after installation for the purpose of measuring, testing, or inspecting the item; and the Contractor shall comply with such request. No separate or additional payment will be made for this work. The Contractor shall, when accepted or directed to by the Owner, restore and repair the Work in conformance to the Contract Documents.

K. Work performed beyond the Contract requirements, shall be approved and accepted before

payment may be made. Mere knowledge by the Owner or the Engineer that the Contractor has performed a task shall not constitute approval or acceptance of the task for the purpose of payment, and the Owner will not be under obligation to pay for the task.

L. The Owner reserves the right to request of the Contractor, and Contractor shall promptly provide a breakdown of any of the Lump Sum Bid Items. The breakdown shall consist of labor, equipment, and the cost of material for the Bid Item or the various components included within the Bid Item.

M. Lump Sum items have been established for various portions of the work. The term "Lump Sum" shall mean complete payment for the unit of work described. Where the unit measurement is described as "Lump Sum", the unit shall include all necessary appurtenances and incidentals required to complete the unit of work. Measurement of the lump sum work will not be made. However, the completed portion of work will be estimated on a percent complete basis for purposes of monthly payment estimates.

N. Unit Price Items have been established for various portions of the work. For these items of work, the quantity of work completed will be determined by actual measurement of work in place on the basis of the specified unit of measure. Incidentals or appurtenances not indicated as separate pay items but required to complete a particular unit of work shall be included within the unit price. The basis of payment for an item at the unit price bid shall be in general accordance with the description of that item in this section.

1.5 MEASUREMENT

A. Progress payments for Lump Sum Bid Items will be considered on a percent completed basis and based on the breakdown of the Lump Sum Bid Item provided by Contractor. The Contractor shall estimate the value of the work performed, subject to the review and acceptance by the Engineer.

B. The Contractor's surveyor will obtain the field data to be used in calculating the earthwork volumes. The Contractor shall submit quantities for payment, with calculations, for the Owner's review and approval, in accordance with the Contract Documents.

C. The Owner will review these calculations prior to making payments. The Contractor shall give the Owner access to all field data, calculations, and computations. In the event of discrepancies or the need for additional field data to confirm quantities, the Contractor shall be responsible for the additional surveying cost.

D. Prior to submitting his first requisition for payment, the Contractor shall secure the Owner's concurrence on the methods and procedures for making field measurements and the manner in which calculations will be performed in preparation of progress and final payment estimates.

E. Quantity estimates, field measurements, certifications, and related backup information that is submitted in support of payment request will be considered by the Owner as having been prepared by the Contractor, even when prepared by or submitted on behalf of the Contractor by others.

F. Earthwork quantities that result from unauthorized over excavations, unauthorized overfilling, or from under filling will not be considered for payment. These operations include excess

volumes removed from on-site excavations, additional cover or clean fill material required to-fill excess cuts, or to fill embankments that do not meet the base grade requirements.

G. The value of furnished materials, for which partial progress or full payment is made during the course of the Work, that remain unused at the closing of the Contract, shall be deducted from the amounts due the Contractor in the Final Payment.

H. Payment between the "beginning and end" of directional bores will be for the length of pipe required to clear the applicable obstacles and tie into lines at the depth specified in the plans. Payment will specifically exclude the length of pipe required between the entry/exit locations and the "beginning and end" points, respectively, of the directional bores and the cost for this additional pipe shall be included in the Contractor's unit bid price.

I. PAYMENT ITEMS: PAYMENT WILL BE MADE BASED ON THE ITEMIZED BID PROPOSAL, OR AS SPECIFIED IN THE SCHEDULE OF VALUES APPROVED BY THE ENGINEER.

1.6 APPLICATIONS FOR PAYMENT

A. Submit applications for payment on the Application and Certificate for Payment Form (EJCDC C-620) provided in the Project Manual.

B. Provide itemized data of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in the schedule of values approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

C. Construction Photographs: Section 01 32 33 – Photographic Documentation

D. See the Evaluations for discussion on waiver of liens and other documentation involved.

E. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

F. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

G. Payment Application Times: Submit Application for Payment to Engineer covered by each Application for Payment is one month.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Engineer.

1.7 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:
1. Fill in required information, including that for Change Orders executed prior to date of submittal or application.

2. Fill in percent complete for each activity and dollar values to agree with respective percent's.

B. Continuation Sheets:
1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.
4. To receive approval for payment on component material stored on site, submit copies of the original invoices with the Application and Certificate for Payment.
5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

C. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

D. Submit applications for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percent complete with the Engineer and resolve any conflicts or discrepancies.

E. No partial submittals will be reviewed. Incomplete submittals will be returned to the Contractor for resubmittal. All required information and photos required shall be submitted at one time as a package to facilitate processing.

F. Number of copies for each Application for Payment: Five (5) copies plus additional copies for Contractor's needs.

G. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with copy to the Contractor.

1.8 SUBSTAINTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:
   1. Project.
   2. Application number and date.
   3. Detailed list of enclosures.
   4. For stored products:

      a. Item number and identification as shown on application.
      b. Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01 78 39: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.

D. Each monthly application for payment shall incorporate the corresponding “monthly progress status report”, shop drawing log, and updated construction schedule, prepared in accordance with the requirements of Section 01 30 00: Administrative Requirements.

E. As a prerequisite for payment, the Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.

F. Contractor shall attach to each Application for Payment affidavits and/or partial releases of liens from all subcontractors certifying for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances.

G. An executed Contractor’s Report of Minority/Women’s Business Enterprise Participation Form (F-15) shall be included with each pay application. The Contractor shall still submit the Contractor’s Report (F-15) with the project information identified and the form executed with each payment application regardless of Minority/Women’s Business Enterprise Participation.

1.9 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Final Payment Application: After completing Project closeout requirements and provided information as required by the General Conditions and Section 01 77 00 – Contract Closeout, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid in accordance with General Conditions.
   3. Updated final statement, accounting for final changes to the Contract Sum.
   4. Evidence that claims have been settled.
   5. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Coordination and Project conditions.

B. Preconstruction meeting.

C. Progress meetings.

D. Preinstallation meetings.

E. Closeout meeting.

F. Alteration procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Before execution of Work, review all Drawings and Specifications and immediately report to the Engineer, in writing, all errors, discrepancies, and/or omissions discovered and submit one set of Contract Documents marked in red pencil clearly indicating the discrepancies.

B. Where variances occur between Drawings and Specifications, between large scale drawings over small scale, or within either document itself, include the item or arrangement of better quality, greater quantity, or higher cost in Bid Price. Engineer will have final decision regarding item and manner in which the work is to be installed.

C. Where such variances are encountered, notify Engineer for interpretation or decision before proceeding with the work, and such interpretation or decision will be final.

D. Compare Drawings and verify the figures before laying out work. The Contractor will be held responsible for conflicts which might have been avoided by such verification.

E. Drawings are diagrammatic and indicate general arrangement of systems and work included in the Contract.
   1. Follow Drawings in laying out the work and check Drawings of various trades to verify spaces in which work is to be installed.
   2. Notify Engineer where space conditions appear inadequate before proceeding.
   3. If directed by Engineer, make reasonable modifications in layout as needed to prevent conflict with work of various trades or for proper execution of work, without extra charge.

F. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

G. Verify that utility requirements and characteristics of operating equipment are compatible with utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.

H. Coordinate space requirements, supports, and installation of Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
   1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.

I. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.

J. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

K. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

L. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 COORDINATION RESPONSIBILITIES

A. Subcontractor Coordination:
   1. Insure subcontractors are knowledgeable of all provisions of Division I, General Requirements, and are responsible for conforming to applicable requirements and instructions stated.
   2. Assume responsibility for administering Work performed by subcontractors in accordance with Division 1, General Requirements.

B. Installation Sequencing:
   1. Examine materials and installations performed by other trades before starting next stage or adjacent work.
   2. Immediately correct unsatisfactory conditions which hinder or restrict correct installation of next stage or adjacent work.
   3. Start of next stage or adjacent work will be construed as acceptance of previous or adjacent work whether or not conditions are satisfactory.
   4. Any work requiring subsequent removal or replacement due to unsatisfactory or defective work shall be at no expense to the Owner.

1.4 PROJECT SIGNS

A. Subject to prior approval of Engineer and Owner as to size, design, type and location, and local regulations, temporary signs may be erected by the Contractor and Subcontractor for purposes of identification and for controlling traffic.

B. Furnish, erect, and maintain such signs as may be required by Safety Regulations or as necessary to safeguard life and property.

1.5 PRECONSTRUCTION MEETING

A. Contractor will schedule and Engineer will preside over meeting after Notice of Award.

B. Attendance Required: Engineer, Owner, Resident Project Representative, major Subcontractors, and Contractor.

C. Minimum Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
5. Designation of personnel representing parties in Contract.
6. Communication procedures.
7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
8. Project Schedule.
9. Critical Work sequencing.
10. Scheduling activities of Geotechnical Engineer.
11. Major equipment deliveries and priorities.
12. Procedures and processing of:

    a. Field decisions.
    b. Proposal requests.
    c. Submittals.
    d. Change orders.
    e. Applications for payment.

13. Submittal of Shop Drawings.
14. Adequacy of distribution of Contract Documents.
15. Procedures for maintaining Record Documents.
16. Construction facilities, controls and construction aids.
17. Temporary utilities.
18. Safety and first aid procedures.
19. Completion time for contract and liquidated damages.
20. Request for extension of contract time.
21. Security procedures.
22. Procedures for making partial payments.
23. Guarantee on completed work.

24. Equipment to be used.
25. Staking of work.
26. Project inspection.
27. Requirements of railroads, highway departments, and other organizations.
28. Rights-of-way and easements.
29. Housekeeping procedures.
30. Liquidated damages.
31. Posting of signs.
32. Pay request submittal dates.
33. Equal opportunity requirements.
34. Permits.
35. Other business relating to Work.

D. Engineer: Record minutes and distribute electronically to participants within five days after meeting.

1.6 PROGRESS MEETINGS

A. Engineer will schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, and Engineer, Owner, as appropriate to agenda topics for each meeting.

D. Minimum Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittal schedule and status of submittals.
6. Maintenance of Progress Schedule.
7. Corrective measures to regain projected schedules.
8. Planned progress during succeeding work period.
9. Coordination of projected progress.
10. Maintenance of quality and work standards.
11. Effect of proposed changes on Progress Schedule and coordination.
12. Other business relating to Work.

E. Engineer: Record minutes and distribute electronically to participants within five days after meeting.

1.7 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
   1. Post copies of list in project meeting room, in temporary field office, and in prominent location. Keep list current at all times.

1.8 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit the RFI in the specified form:
   1. Engineer will return without response those RFIs submitted to Engineer by other entities controlled by Contractor.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Project number.
   3. Date.
   4. Name of Contractor.
   5. Name of Engineer.
   6. RFI number, numbered sequentially.
   7. RFI subject.
   8. Specification Section number and title and related paragraphs, as appropriate.
   9. Drawing number and detail references, as appropriate.
   10. Field dimensions and conditions, as appropriate.
   11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   12. Contractor's signature.
   13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

       a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Form Section 00 75 00 “Contractor’s Request for Information”.

D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow fourteen (14) days working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
   1. The following Contractor-generated RFIs will be returned without action:

      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for approval of Contractor's means and methods.
      d. Requests for coordination information already indicated in the Contract Documents.
      e. Requests for adjustments in the Contract Time or the Contract Sum.
      f. Requests for interpretation of Engineer's actions on submittals.
      g. Incomplete RFIs or inaccurately prepared RFIs.

   2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt by Engineer of additional information.
   3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

      a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Include the following:
   1. Project name.
   2. Name and address of Contractor.
   3. Name and address of Engineer.
   4. RFI number including RFIs that were returned without action or withdrawn.
   5. RFI description.
   6. Date the RFI was submitted.
   7. Date Engineer's response was received.
   8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response. If notification is not received by the Engineer from the Contractor, then the Contractor agrees to the Engineer’s RFI response.

1.9 Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.10 CLOSEOUT MEETING

A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion.

B. Attendance Required: Contractor, major Subcontractors, Engineer, Owner, and others appropriate to agenda.

C. Notify Engineer fourteen days in advance of meeting date.

D. Minimum Agenda:
1. Start-up of facilities and systems.
2. Operations and maintenance manuals.
3. Testing, adjusting, and balancing.
4. System demonstration and observation.
5. Operation and maintenance instructions for Owner's personnel. (3 copies)
6. Contractor's inspection of Work.
7. Contractor's preparation of an initial "punch list."
8. Procedure to request Engineer inspection to determine date of Substantial Completion.
9. Completion time for correcting deficiencies.
10. Inspections by authorities having jurisdiction.
11. Certificate of Occupancy and transfer of insurance responsibilities.
12. Partial release of retainage.
13. Final cleaning.
14. Preparation for final inspection.
15. Closeout Submittals:

    a. Project record documents.
    b. Operating and maintenance documents.
    c. Operating and maintenance materials.
    d. Affidavits.

16. Final Application for Payment.
17. Contractor's demobilization of Site.
18. Maintenance.

E. Engineer will record minutes and distribute to participants within electronically five days after meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 30 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Startup construction schedule.
   2. Contractor's Construction Schedule.
   3. Construction schedule updating reports.
   4. Material location reports.
   5. Site condition reports.
   6. Unusual event reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.
   1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
   2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
   3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. Working electronic copy of schedule file, where indicated.
   2. PDF file.

B. Startup construction schedule.
   1. Submittal of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
   1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

E. Construction Schedule Updating Reports: Submit with Applications for Payment.

F. Daily Construction Reports: Submit at monthly intervals.

G. Material Location Reports: Submit at monthly intervals.

H. Site Condition Reports: Submit at time of discovery of differing conditions.

I. Unusual Event Reports: Submit at time of unusual event.

1.5 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
   1. Use Microsoft Project or Primavera, for current Windows operating system.

B. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
   1. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

C. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in the schedule and show how the sequence of the Work is affected.
   1. Phasing: Arrange list of activities on schedule by phase.
   2. Work under More Than One Contract: Include a separate activity for each contract.
   3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
   4. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
   5. Work Restrictions: Show the effect of the following items on the schedule:
      a. Coordination with existing construction.
      b. Limitations of continued occupancies.
      c. Uninterruptible services.
      d. Partial occupancy before Substantial Completion.
      e. Use-of-premises restrictions.
      f. Provisions for future construction.
      g. Seasonal variations.
      h. Environmental control.

6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   a. Submittals.
   b. Purchases.
   c. Sample testing.
   d. Deliveries.
   e. Installation.
   f. Tests and inspections.
   g. Adjusting.
   h. Curing.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion**,** and the following interim milestones:

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
   1. Unresolved issues.
   2. Unanswered Requests for Information.
   3. Rejected or unreturned submittals.
   4. Notations on returned submittals.
   5. Pending modifications affecting the Work and the Contract Time.

G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at each regularly scheduled progress meeting.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As the Work progresses, indicate final completion percentage for each activity.

H. Recovery Schedule: When periodic update indicates the Work is fourteen or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

1.7 STARTUP CONSTRUCTION SCHEDULE

A. CPM Schedule: Submit startup, construction schedule within seven days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.8 CPM SCHEDULING REQUIREMENTS

A. CPM Schedule: Submit a comprehensive, fully developed, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.
   1. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
   1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.
   2. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

      a. Preparation and processing of submittals.
      b. Mobilization and demobilization.
      c. Purchase of materials.
      d. Delivery.
      e. Fabrication.
      f. Utility interruptions.
      g. Installation.
      h. Work by Owner that may affect or be affected by Contractor's activities.
      i. Testing and inspection.
      j. Commissioning.
      k. Punch list, final completion and activities occurring following final completion.

   3. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
   4. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the schedule within the limitations of the Contract Time.
   5. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

      a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

C. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.

D. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
   1. Contractor or subcontractor and the Work or activity.
   2. Description of activity.
   3. Main events of activity.
   4. Immediate preceding and succeeding activities.
   5. Early and late start dates.
   6. Early and late finish dates.
   7. Activity duration in workdays.
   8. Total float or slack time.
   9. Average size of workforce.
   10. Dollar value of activity (coordinated with the schedule of values).

E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
   1. Identification of activities that have changed.
   2. Changes in early and late start dates.
   3. Changes in early and late finish dates.
   4. Changes in activity durations in workdays.
   5. Changes in the critical path.
   6. Changes in total float or slack time.
   7. Changes in the Contract Time.

1.9 REPORTS

A. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
   1. Material stored prior to previous report and remaining in storage.
   2. Material stored prior to previous report and since removed from storage and installed.
   3. Material stored following previous report and remaining in storage.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
   1. Submit unusual event reports directly to Engineer within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 00

DOCUMENT 01 32 30 - EXISTING CONDITIONS

PART 1 - GENERAL

1.1 Existing Conditions

A. The Contact Documents contain data relative to existing public utility installations and structures above and below the ground surface based on the most reliable data available to the Engineer. This data is not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform themselves fully of the character, depth, condition, and extent of all such installations and structures as may be encountered and as my affect the construction operations.

B. The information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. Unless it is otherwise expressly provided in the Supplementary Conditions:
   1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
   2. The cost of all the following will be included in the Contract Price, and the Contractor shall have full responsibility for:

      a. Reviewing and checking all such information and data;
      b. Locating all Underground Facilities shown or indicated in the Contract Documents.
      c. Coordination of the Work with the owners of such Underground Facilities, including Owner, during construction.
      d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the work. No separate payment shall be made for such protection or repairs to such facilities.

C. Obtain and carefully study (or accept consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions, (surface, subsurface, and Underground Utilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

D. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

E. The Contractor shall protect all public utility installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations or by means approved by the Engineer. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the contractor at his own expense. All existing public utilities damaged by Contractor which are shown on the Drawings or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Engineer.

F. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of work, and are not indicated on the Drawings or in the Specifications and when, in the opinion of the Engineer, removal, relocations, replacement, or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the General Conditions.

G. Related Requirements:
   1. For additional "Geotechnical Data" for reports and soil-boring data from geotechnical investigations that are made available to bidders please refer to the Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 30

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Preconstruction photographs.
   2. Periodic construction photographs.
   3. Final completion construction photographs.
   4. Preconstruction video recordings.

B. Related Requirements:
   1. Section 01 29 00 “Payment Procedures” for submitting photographic documentation as attachments to the Certificate and Application for Payment Form.
   2. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.3 INFORMATIONAL SUBMITTALS

A. Digital Photographs: Submit image files within seven days of taking photographs.
   1. Submit photos on CD-ROM or thumb-drive to Engineer. Include copy of key plan indicating each photograph's location and direction.
   2. Identification: Provide the following information with each image description:

      a. Name of Project.
      b. Name and contact information for photographer.
      c. Name of Engineer.
      d. Name of Contractor.
      e. Date photograph was taken.
      f. Description of location, vantage point, and direction.
      g. Unique sequential identifier keyed to accompanying key plan.

B. Video Recordings: Submit video recordings of the preconstruction conditions within seven days of recording.
   1. Submit video recordings on CD-ROM or thumb drive to Engineer. Include copy of key plan indicating each video's location and direction.

2. Identification: With each submittal, provide the following information:

   a. Name of Project.
   b. Name and address of photographer.
   c. Name of Engineer.
   d. Name of Contractor.
   e. Date video recording was recorded.
   f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

3. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in three-ring binders. Provide label on front and spine. Include a cover sheet with label information. Include name of Project and date of video recording on each page.

1.4 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.5 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.

B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode. Provide supplemental lighting in low light levels or backlit conditions.

C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

D. Metadata: Record accurate date and time and GPS location data from camera.

E. File Names: Name media files with date, Project area, and sequential numbering suffix.

1.6 PHOTOGRAPHY REQUIRED

A. Photographs shall be taken of all areas to be disturbed prior to beginning of construction. These photos shall be submitted to the Engineer prior to beginning any construction work.

B. Photographs may be taken by the Contractor’s personnel but must be of professional quality as herein specified. Photographs, which are deemed unsatisfactory, will be rejected and retakes will be required.

C. Digital photographs are required on CD or DVD.

D. Photographs shall be dated and annotated to describe the photograph.

1.7 COSTS OF PHOTOGRAPHY/VIDEOGRAPHY

A. The Contractor shall pay costs for specified photography, videography, and prints.

1.8 CONSTRUCTION PHOTOGRAPHS

A. Photographer/Drone Operator: Engage a qualified photographer to take construction photographs.

B. General: Take photographs with maximum depth of field and in focus.
   1. Maintain key plan with each set of construction photographs that identifies each photographic location.
   2. Drone photography to be taken at both the Water Plant site and the Offsite Wellfield

C. Preconstruction Photographs: Before starting construction, take photographs of Project sites and surrounding properties using drone at an appropriate elevation to capture site conditions, including existing items to remain during construction, from different vantage points (minimum of four images total facing north, east, west, and south for drone images), as directed by Engineer.
   1. Flag construction limits before taking construction photographs.
   2. Take a significant number of photographs as required to show existing conditions adjacent to property before starting the Work.
   3. Take a significant number of photographs as required of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
   4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

D. Periodic Drone Construction Photographs: Take 4 drone photographs bimonthly. Select vantage points to show status of construction and progress since last photographs were taken (facing north, east, south, west).

E. Final Completion Construction Photographs: Take 4 drone photographs after date of Substantial Completion for submission as Project Record Documents. Engineer will inform photographer of desired vantage points (facing north, east, south, and west for).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 33

SECTION 01 32 50 - CUTTING AND RESTORATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Contractor shall be responsible: (A) For obtaining approvals from all governmental and private entities for all cutting and restoration; and (B) For all cutting, fitting and restoration, including attendant excavation and backfill, required to complete the Work or to:
   1. Make several parts fit together properly.
   2. Uncover portions of the Work to provide for installation of ill-timed work.
   3. Remove and replace defective work.
   4. Remove and replace work not conforming to requirements of Contract Documents.
   5. Remove samples of installed work as specified for testing.
   6. Provide routine penetrations of non-structural surface for installation of piping and electrical conduit.
   7. Otherwise complete the Project.

1.2 SUBMITTALS

A. Submit a written request to the Engineer fifteen (15) days prior to executing any cutting or alteration which affects:
   1. Work of the Owner or any separate contractor.
   2. Structural value or integrity of any element of the Project.
   3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
   4. Efficiency, operational life, maintenance or safety of operational elements.
   5. Visual qualities of sight-exposed elements.

B. Request Shall Include:
   1. Identification of the Project.
   2. Description of affected work.
   3. The necessity for cutting, alteration or excavation.
   4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
   5. Description of proposed work:
      a. Scope of cutting, patching, alteration, or excavation.
      b. Trades who will execute the work.
      c. Products proposed to be used.
      d. Extent of refinishing to be done.
   6. Alternatives to cutting and patching.
   7. Cost proposal, when applicable.

C. Written permission of any separate contractor whose work will be affected.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with specifications and standards for each specific product involved.

PART 3 - INSPECTION

3.1 INSPECTION

A. Inspect conditions of Project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering work, inspect conditions affecting installation of products, or performance of work.

C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.2 PREPARATION

A. Provide adequate temporary support and restraint as necessary to assure structural strength or integrity of affected portion of work.

B. Provide devices and methods to protect other portions of project from damage.

C. Provide protection from elements for that portion of the project which may be exposed by cutting and patching work and maintain excavations free from water.

3.3 PERFORMANCE

A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

C. Employ original installer or fabricator to perform cutting and restoration for:
   1. Weather-exposed or moisture-resistant elements.
   2. Sight-exposed finished surfaces.

D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

E. Restore work which has been cut or removed; install new products to provide completed Work in accord with requirements of Contract Documents.

F. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
   1. For continuous surfaces, refinish to nearest intersection.
   2. For an assembly, refinish entire unit.

END OF SECTION 01 32 50

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Submittal schedule requirements.
   2. Administrative and procedural requirements for submittals.

B. Related Requirements:
   1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
   2. Section 01 32 33 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and final completion construction photographs.
   3. Section 01 40 00 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
   4. Section 01 77 00 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
   5. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit a list of submittals, arranged in chronological order by dates required by construction schedule within ten (10) calendar days after the Notice to Proceed. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data, on materials, material samples, materials list, certificates and affidavits as required for proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
   1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
   2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the duration of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:
1. Project name.
2. Date submitted to Engineer.
3. Date returned to Contractor.
4. Name of Engineer
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.

B. Options: Identify options requiring selection by Engineer.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by the Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. PDF Submittals: Prepare submittals as PDF package, when possible, incorporating complete information into each PDF file. Name PDF file with submittal number. If it is not possible to prepare a PDF package, submit three (3) original copies of each submittal.

1.5 CONTRACTOR’S RESPONSIBILITY

A. The Contractor shall check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor’s stamp and signature showing that they have been so checked and by affixing the stamp that they comply to the Contract Documents unless exceptions are given. Shop drawings submitted to the Engineer without the Contractor’s stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawing submittals shall not be used as a vehicle for requesting approval of substitute or alternative materials. Substitution requests will be considered only when submitted in accordance with Section 01600.

B. The Contractor shall stamp each shop drawing with a standard stamp. The stamp will verify the Contractor has reviewed the information included in the shop drawing. In addition, the stamp will note any variation from the Contract Documents. The Contractor's stamp shall be submitted to the Engineer for acceptance fourteen (14) days prior to construction or submittal of shop drawings. The Engineer will only review shop drawings which have an Engineer-accepted stamp.

C. The Contractor shall determine and verify:
1. Field measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.
4. Conformance with Specifications.
5. Conformance with drawings and details.

D. The Contractor shall furnish the Engineer a schedule of Shop Drawings submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials. This schedule shall indicate those that are critical to the progress schedule.

E. The Contractor shall not begin any work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned by the Engineer, with no exceptions.

F. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them. No extension of contract time will be authorized because of failure to transmit submittals to the engineer sufficiently in advance of the work to permit processing.

G. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
1. Date.
2. Project Title and Number.
3. Contractor's name and address.
4. The number of each Shop Drawing, Product Data, and Sample submitted (ex: SUB-0001).
5. Notification of deviations from Contract Documents.
6. Submittal Log Number conforming to Specification Section Numbers.

H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.

I. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
   1. Email: Prepare submittals as a PDF package and transmit to Engineer by sending via email. Include F-3 Transmittal Form. Include information in email subject line as requested by Engineer.

      a. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.

J. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
   3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
   4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.

      a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

K. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
   1. Initial Review: Allow 30 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
   2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
   3. Resubmittal Review: Allow 15 days for review of each resubmittal.

L. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

M. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

N. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

1.6 SUBMITTAL REQUIREMENTS

A. When submitting Shop Drawings, Contractor is required to use Shop Drawing Submittal Form F-3.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.
   3. Include the following information, as applicable:

      a. Manufacturer's catalog cuts.
      b. Manufacturer's product specifications.
      c. Standard color charts.
      d. Statement of compliance with specified referenced standards.
      e. Testing by recognized testing agency.
      f. Application of testing agency labels and seals.
      g. Notation of coordination requirements.
      h. Availability and delivery time information.

   4. For equipment, include the following in addition to the above, as applicable:

      a. Wiring diagrams that show factory-installed wiring.
      b. Printed performance curves.
      c. Operational range diagrams.
      d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

   5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
   1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

      a. Identification of products.
      b. Schedules.
      c. Compliance with specified standards.
      d. Notation of coordination requirements.
      e. Notation of dimensions established by field measurement.
      f. Relationship and attachment to adjoining construction clearly indicated.
      g. Seal and signature of professional engineer if specified.

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.

E. Certificates:
   1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
   2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
   3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
   4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
   5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
   6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

F. Test and Research Reports:
   1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
   2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
   3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
   4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
   5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
   6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

      a. Name of evaluation organization.
      b. Date of evaluation.
      c. Time period when report is in effect.
      d. Product and manufacturers' names.
      e. Description of product.
      f. Test procedures and results.
      g. Limitations of use.

1.7 ENGINEER'S REVIEW

A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return it.
   1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action.
   2. Paper Submittals: Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. The Engineer's review of drawings, data and samples submitted by the Contractor will include only general conformity with the design concept of the Project and with the information given in the contract documents. The Engineer's review and exceptions, if any, will not constitute approval of dimensions, quantities, and details of the material or item shown.

C. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Make all submittals in groups containing all associated items as indicated in specific Specifications Sections. All drawings, schematics, supplier's product data, certifications and other shop drawing submittals required shall be submitted at one time as a package to facilitate interface checking.

D. Engineer will return without review submittals received from sources other than Contractor.

E. Submittals not required by the Contract Documents will be returned by Engineer without action.

F. The review of drawings and schedules will be general, and shall not be construed:
   1. as permitting any departure from the Contract requirements;
   2. as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
   3. as approving departures from details furnished by the Engineer, except as otherwise provided herein.

G. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.

H. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review, being so stamped and dated. Shop Drawings stamped "REVISE AND RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.

I. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.

J. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first and second resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the Owner.

K. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 37 00 - FIELD ENGINEERING AND SURVEYING

PART 1 - SUMMARY

1.1 DESCRIPTION

A. Provide and pay for field engineering service for Project.
   1. Survey work required in execution of Work.
   2. Civil, structural or other professional engineering services specified or required to execute Contractor's construction methods.
   3. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner has provided the engineering surveys necessary to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
   4. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
   5. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
   6. The Contractor shall retain the services of a registered land surveyor licensed in the State of Florida to identify existing control points and to maintain a survey during construction.

1.2 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. Qualified engineer or registered land surveyor, acceptable to the Owner and the Engineer.

B. Registered professional engineer of the discipline required for the specific service on the Project, currently licensed in the State of Florida.

1.3 SURVEY REFERENCE POINTS

A. Locate and protect control points prior to starting site work and preserve all permanent reference points during construction.
   1. Make no changes or relocations without prior written notice to the Engineer.
   2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
   3. Require surveyor to replace Project control points which may be lost or destroyed at no additional cost to the Owner. Establish replacement based on original survey control.

1.4 PROJECT SURVEY REQUIREMENTS

A. Establish a minimum of two (2) permanent bench marks on site, referenced to data established by survey control points.
   1. Record locations, with horizontal and vertical data, on Project Record Documents.

B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means.
   1. Site improvements:

      a. Stakes for grading, fill, and topsoil replacement.
      b. Utility slopes and invert elevations.

   2. Batter boards for structure.
   3. Building foundation, column locations, and floor levels.
   4. Controlling lines and levels required for mechanical and electrical trades.

C. From time to time, verify layouts by same methods.

1.5 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses.

B. At end of the project, submit a certified site survey at 1-inch equals 20 feet scale on reproducible sheets 24 inches by 36 inches and on CD, the As-Built condition of the project, including building corners and location of all new structures and elevations of stormwater facilities, pavement areas, sidewalks, finished floors, vaults, and above grade piping.

C. At the end of the project, submit a certified survey at the same scale as the Engineer's line drawings indicating elevations and stationing at 100-foot pipe increments and at all valve and fitting locations.

1.6 SUBMITTALS

A. Submit name and address of surveyor and professional engineer to the Engineer.

B. Submit documentation to verify accuracy of field engineering work.

C. Submit certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance with the Contract Documents, or if not in conformance, certify as to variances from the Contract Documents.

D. Submit drawings showing locations of all structures constructed. This drawing shall be included with the Project Record Documents.

E. Submit information in accordance with Item 1.5.B herein.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 37 00

SECTION 01 38 00 - PERMITS AND FEES

PART 1 - GENERAL

1.1 The Contractor shall obtain **all** permits and licenses related to constructing this Project as provided in the General Conditions except as otherwise provided herein. The Contractor shall also, if in effect and applicable at the date of bid opening, pay any governmental agency charges and inspection fees required for the prosecution of the work. If the Contractor desires connection of utility services (telephone or electricity) to perform the work, or to serve a field office, he will be responsible for securing the necessary permits and any connection or disconnection charges involved.

1.2 Permits by Owner: The Owner has permits with the following agencies:

A. SWFWMD/FDEP

B. Florida Department of Transportation (FDOT)

1.3 The Contractor shall adhere to all permit requirements as contained in permits obtained by the Owner.

END OF SECTION 01 38 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
   4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

B. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

C. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

E. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

F. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements.

1.4 SUBMITTALS

A. Shop Drawings:
1. Include plans, sections, and elevations, indicating materials and size of mockup construction, if required.
2. Indicate manufacturer and model number of individual components.
3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

B. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 CONTRACTOR’S RESPONSIBILITIES

A. Cooperate with Owner's personnel, Engineer, and laboratory personnel. Provide access to Work and manufacturer's operations.

B. Provide to the laboratory the preliminary design mix proposed to be used for concrete, asphalt, and other materials mixes which require control by the testing laboratory.

C. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

D. Furnish incidental labor and facilities:
1. To provide access to Work to be tested.
2. To facilitate inspections and tests.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed.

Submit in format acceptable to Engineer. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
   1. Project quality-control manager may also serve as Project superintendent.

C. Contractor will employ and pay for services of an independent testing laboratory to perform soils, concrete, and other required testing. The testing laboratory will be selected by the Contractor, subject to the Engineer’s approval. The testing laboratory shall complete various testing activities as directed by the Engineer; however, the Contractor shall pay for the testing services from an allowance established in the Bid.

D. Contractor shall coordinate with the laboratory to facilitate the execution of its required services.

E. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
   1. Contractor-performed tests and inspections including Subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
   2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.

F. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

G. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Engineer has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

A. The following schedule defines the responsibilities of various tests.

Test	Notes	Paid for By
Soil Compaction	Pipe Work: Per construction plans. Beneath Structures: each 500 SF minimum and each 500 SF of each lift of compaction minimum.	Contractor
Settlement Monitoring	As required by testing laboratory.	Contractor
Pressure	As specified in Section 33 05 05.31 or on the construction plans.	Contractor
Bacteriological	As required by local and State Agencies.	Contractor
LBR	Each 600 SF of pavement minimum.	Contractor
Asphaltic Concrete Pavement	Per FDOT Specifications.	Contractor
Concrete	Slump test each delivery and compression test five cylinders every 50 C.Y. minimum.	Contractor
Cured-in-Place Pipe	As specified in Section 03 30 00 or on the construction plans	Contractor

B. Additional Tests: The Owner shall pay for first tests as specified herein as part of the bid price. In the event that first test samples do not meet the applicable material specifications, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests after the first test required to show compliance with the Specifications shall be paid for by the Contractor, without compensation by the Owner to the Contractor.

C. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
   1. Contractor responsibilities include the following:

      a. Provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

   2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.9 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
   1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
   2. Payment for these services will be made from testing and inspection allowances, as authorized by Change Orders.
   3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
   1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
   2. Engage a qualified testing agency to perform quality-control services.

      a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

   3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
   4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
   5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
   6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents. The cost of the retesting and reinspecting will be the responsibility of the Contractor.

D. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
   3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
   5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
   6. Do not perform duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update as the Work progresses.
   1. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Engineer.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.
   1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 32 50 "Cutting and Restoration."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from said standards or requirements.

B. Assignment of Specialists. In certain instances, specification text requires (or implies) that specific work is to be assigned to specialist or expert entities who must be engaged for the performance of the Work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. They are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the Contractor.

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to or exceed the requirements of such referenced documents which are not in conflict with the requirements of these Specifications or applicable codes.

B. References herein to "Building Code" shall mean the Florida Building Code (FBC). The latest edition of the code as approved and used by the local agency as of the date of award as adopted by the agency having jurisdiction shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

C. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any `materials or labor. The Contractor shall bid the most stringent requirements.

D. Applicable Standard Specifications. The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 43 00- SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 PIPE LOCATIONS

A. All pipes shall be located as generally indicated on the Drawings; however, the Engineer reserves the right to make such modifications in locations as may be found desirable to provide a 'better' design and to avoid interference with existing structures, or for other reasons. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

1.3 OPEN EXCAVATIONS

A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by workers.

1.4 TEST PITS

A. Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the Engineer. The costs for such test pits shall be borne by the Contractor.

1.5 JURISDICTIONAL DISPUTE

A. It shall be the responsibility of the Contractor to pay all costs that may be required to perform any of the Work shown on the Drawings or specified herein in order to avoid any work stoppages due to jurisdictional disputes. The basis for subletting Work in question, if any, shall conform with precedent agreements and decisions on record with the Building and Construction Trades Department, AFL-CIO, dated June, 1973, including any amendments thereto.

1.6 INCLEMENT WEATHER

A. In the event of inclement weather, or whenever the Engineer directs; the Contractor shall, and shall cause subcontractors to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of work or materials have been damaged or injured by reason of failure on the part of the Contractor or any subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of the Contractor.

1.7 COORDINATION OF WORK

A. The Contractor shall cooperate fully so as to eliminate or minimize the creation of conflicts. Adjustments from time to time may be required in the Contractor's work location and/or schedule provided a reasonable notice is given by the Owner or Engineer.

1.8 USE OF PUBLIC STREETS

A. The use of public streets and roads shall be such as to provide a minimum of an inconvenience to the public and to other traffic. Any earth or other excavated materials spilled from trucks shall be removed by the Contractor and the streets and roads cleaned to the satisfaction of the Owner.

1.9 TRAFFIC

A. All safety precautions shall be taken and all traffic controls be furnished satisfactory to the Town/City, Polk County, Florida Department of Transportation, and/or other government agencies having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the Work.

1.10 CHEMICALS

A. All chemicals used during project construction, or furnished for project operations, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of the State Department of Health, Florida Department of Environmental Protection and if required, also the EPA or USDA. Use of all such chemicals and disposal of residue shall be in strict conformance with the manufacturer's instructions or recommended use procedures.

1.11 SAFETY AND HEALTH REGULATIONS

A. The Contractor shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970 (PL 91-596), and under Section 107 of the Contract Work Hours & Safety Standards Act (PL 91-54).

B. All equipment furnished and installed under this Contract shall comply to Part 1910, Occupational Safety & Health Standards & Amendments thereto.

C. The Contractor shall comply with the Florida Trench Safety Act (90-96, Florida Law).

1.12 STATE AND FEDERAL PERMITS

A. Construction in Florida Department of Transportation rights-of-way, wetlands and navigable water bodies will be governed by applicable State and Federal permits. All conditions set forth on the permits shall be a part of the Contract and they shall be attached by addendum.

1.13 INSPECTION

A. The authorized representatives and agents of the Environmental Protection Agency and Controlling State and Local Pollution Control Agencies shall be permitted to inspect all work, material, payrolls, personnel records, invoices of materials, and any other relevant data and records. The Owner and Engineer shall be permitted access to any work area for the inspection of work and materials. **The Owner may, at the Contractor's expense, order the uncovering or removal of any finished work if circumstances indicate faulty work or materials were used in the original installation.** The Owner and Engineer shall also be permitted to inspect material invoices, payrolls or any other relevant data or records as may be necessary or required to satisfy the requirements of the Contract.

1.14 ENVIRONMENTAL PROTECTION

A. General:

1. Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. In the event of conflict between such laws and regulations and the requirements of the Specifications, the more restrictive requirements shall apply. Environmental protection requirements specified in other Sections shall be considered as supplementing the requirements in this Section.
2. Failure of the Contractor to fulfill any of the requirements of this Section may result in the Owner ordering the stopping of construction operations.
3. Failure on the part of the Contractor to perform the necessary measures to control erosion, siltation, and pollution will result in the Owner notifying the Contractor to take such measures. In the event that the Contractor fails to perform such measures within 24 hours after receipt of such notice, the Owner may stop the Work as provided above, or may proceed to have such measures performed by others. The cost of such work performed by others plus related fees by the Engineer will be deducted from monies due the Contractor on his Contract.
4. All erosion and pollution control features installed by the Contractor shall be acceptably maintained by the Contractor during the time that construction work is being done.
5. Repair or replace damaged or inoperative erosion and pollution control devices as directed by the Engineer or the Owner's Representative.
6. Where there is a high potential for erosion and possible water pollution, the Contractor shall not expose, by his construction methods or procedures, an area of erosive land at any one time larger than the minimum amount required for the proper and efficient

construction operation. If the exposure of any incomplete work corresponding to the exposure period required for erosion is anticipated, temporary protective measures shall be taken to prevent the erosion or collapse of land in that immediate construction area.

B. Erosion and Pollution Control Schedule: At or prior to the preconstruction conference, the Contractor shall submit to the Owner for his information, three (3) copies of his erosion and pollution control work schedule. This schedule shall show the time relationship between phases of the Work which must be coordinated to reduce erosion and pollution, and shall describe construction practices and temporary control measures which will be used to minimize erosion and pollution. The schedule shall also show the Contractor's proposed method of erosion control on haul roads and borrow and material pits, and his plan for disposal of waste materials or other sources of pollution. Maps or other documents may also be required to show the proposed final surface gradient of proposed borrow pits, soil type base course pits, and waste areas. No work shall be started until the erosion and pollution controls schedules and methods of operations have been submitted to the Owner for his information.

C. Air Pollution Controls:

1. Contractor shall control dust caused by his operations in the construction of the Project, including but not specifically limited to the following:

   a. Clearing, grubbing, and stripping.
   b. Excavation and placement of embankment.
   c. Cement and aggregate handling.
   d. Limerock stabilization.
   e. Use of haul roads.
   f. Sandblasting or grinding.

2. Contractor shall control air pollution from the following causes in constructing the project.

   a. Volatiles escaping from asphalt and cutback materials.
   b. Use of herbicides or fertilizers.

3. Control of dust and other air pollutants by the Contractor shall include:

   a. Exposing the minimum area of land.
   b. Applying temporary mulch with or without seeding.
   c. Use of water sprinkler trucks.
   d. Use of covered haul trucks.
   e. Use of stabilizing agents in solution.
   f. Use dust palliatives and penetration asphalt on temporary roads.
   g. Use of wood chips in traffic and work areas.
   h. Use of vacuum-equipped sandblasting systems.
   i. Use of plastic sheet coverings.
   j. Restricting the application rate of herbicides to recommended dosage. Materials shall be covered and protected from the elements. Application equipment and empty containers shall not be rinsed and discharged so as to pollute a stream, river, lake, pond, water impoundment, or the ground water.
   k. Relay of operations until climate or wind conditions dissipate or inhibit the potential pollutants.

D. Open Burning of Combustible Wastes: No open burning of combustible waste materials or vegetation shall be permitted. All waste materials shall be removed from the site or within public rights-of -way and disposed in a legal manner.

E. Permanent and Temporary Water Pollution Control (Soil Erosion):

1. Sufficient precautions shall be taken during construction to minimize the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than allowed by the State or controlling agency. Such measures may consist of construction of berms, dikes, dams, drains and sediment basins, or use of fiber mats, woven plastic filter cloths, gravel, mulches, quick growing grasses, sod, bituminous spray and other erosion control devices or methods approved by the State or controlling agency.
2. The Contractor shall not be permitted frequent fording of live streams with construction equipment; therefore, temporary bridges or other structures shall be used wherever such crossings adversely affect sediment levels and an appreciable number of stream crossings are necessary.
3. The Contractor shall promptly clear all waterways and drainage patterns of false work, piling, debris, or other obstructions placed during construction work and not a part of the finished work.
4. The Contractor shall remove and dispose of silt accumulations as directed by the Engineer or the Owner's Representative.
5. If new and additional erosion control structures are to be installed, under this project, to prevent possible future erosion as a result of work under this contract, they shall be constructed concurrently with the other work, as early as possible, and as conditions permit.

F. Noise Control: The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment in order to comply with all current local and state ordinances and these Specifications. Sound levels shall be measured at the exterior of the nearest exterior wall of the nearest residence or building. Levels at construction equipment shall not exceed 85 dBA at any time. Sound levels in excess of allowable values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the Engineer or Owner for excessive noise shall not relieve the Contractor of the other portions of this Specification including, but not limited to completion dates and bid amounts.

1.15 TREE AND SHRUB PROTECTION AND TRIMMING

A. Contractor shall exercise care to protect all trees and shrubs designated to remain. Trees and shrubs outside construction limits shall remain and shall be protected and where damaged, restored to original condition. Contractor shall obtain approval from the Owner prior to removing any trees. Trees damaged within construction limits due to negligence shall be restored to original condition.

B. Tree limbs which interfere with construction operations and are approved for pruning shall be neatly cut with sharp pruning instruments; do not break or chop. Pruning operations shall be extended to restore the natural shape of the entire tree or shrub. Do not allow fires under or

adjacent to trees or other plants which are to remain.

C. Contractor shall protect tree and shrub root systems. Do not store construction materials, debris or excavated materials beyond construction limits. Do not permit vehicles or construction equipment beyond the limits of utility line construction. Restrict foot traffic to prevent excessive compaction of soil over root system. Excavated material shall be stockpiled away from tree drip lines as approved by the Engineer. Protect tree and shrub root systems from damage due to noxious materials in solution caused by run-off or spillage during construction operations, or drainage from stored materials. Protect root systems from flooding, erosion or excessive wetting resulting from dewatering operations. Excavate within the drip line of trees only when approved by the Engineer. Where trees are designated to remain within the limits of construction and trenching for utilities is required within tree drip lines, cut roots with sharp pruning instruments; do not break or chop. Paint roots over 2" caliper with approved tree pruning compound.

D. Trees damaged by construction operations shall be repaired promptly after damage occurs to prevent progressive deterioration of damaged trees. Removed trees, branches, roots and other excess materials shall be removed from the construction site to an approved landfill at the expense of the Contractor.

1.16 SITE CLEANUP AND RESTORATION

A. The Contractor shall keep the working area free at all times of tools, materials and equipment not essential to the progress of the Work. Debris, waste materials, and rubbish shall be properly disposed of and not allowed to accumulate. If the Contractor should fail to do this, the Owner will make the necessary arrangements to effect the cleanup by others and will back charge the cost to the Contractor. If such action becomes necessary on the part of and in the opinion of the Owner, the Owner will not be responsible for the inadvertent removal of material which the Contractor would not have disposed of had he effected the required cleanup.

B. Where material or debris has washed or flowed into or been placed in watercourses, ditches, gutters, drains, catch basins, or elsewhere as result of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the Work, and the ditches, channels, drains etc., kept in a clean and neat condition.

C. On or before the completion of the Work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools, and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect, and cover all organic matter and material containing organic matter in, under, and around portable restrooms, houses, and other buildings used by him; shall remove all rubbish from any grounds he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations, in a neat and satisfactory condition.

D. The Contractor shall restore the entire project site to its original or better condition, with the exception of any area(s) designated for alteration by the Contract Documents. The Contractor shall restore or replace; when and as directed, any public or private property damaged by his work, equipment, or employees to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk, and landscaping work. Suitable materials, equipment, and methods shall be used for such restoration.

E. The Contractor shall thoroughly clean all materials and equipment installed by him and his subcontractors and on completion of the Work shall deliver it undamaged and in fresh and new appearing condition.

1.17 LAWS AND REGULATIONS

A. It shall be the responsibility of the Contractor to give all notices and comply with all the laws, rules, regulations, ordinances, etc., that may be applicable at the time the Work is started on the project. Should the Contractor discover that the Drawings or Specifications are contradictory to, or in variance with the above, he shall notify the Engineer immediately, in writing, in order that any required changes or modifications can be made. It is not the Contractor's responsibility to make certain that the Drawings and Specifications are in non-compliance with all of the above; however, should Contractor be aware of any existing discrepancy, or have reason to believe such may exist and performs work without proper notice to the Engineer, the Contractor shall be responsible for any cost involved in making the necessary alterations or corrections.

1.18 CONTRACTOR'S USE OF PREMISES

A. All project construction work will be accomplished on the Owner's property, public rights-of-way or within temporary construction easements and the Contractor shall confine his activity to those designated areas. The Contractor shall not enter upon private property for any reason without securing prior permission from the property owner. Such permission, including any stipulations, shall be in writing and a copy shall be delivered to the Engineer prior to the Contractor's entry or occupation of the subject property. This requirement will be rigidly enforced, particularly with regard to the utilization of vacant areas adjacent to the work site for the storage of materials or parking equipment.

B. The Contractor shall perform his work in such manner that he will not damage adjacent public or private property. Any damage to existing physical structures or utility services shall be repaired or restored promptly at no expense to the Owner.

C. The Contractor shall avoid damage to and preserve all existing vegetation (grass, shrubs, trees, etc.) on or near the work area which do not, within reason, interfere with construction. The Contractor will be responsible for and required to replace or restore all such vegetation damaged or destroyed at no cost to the Owner. The Contractor will also be responsible for any unauthorized cutting or damage to trees, shrubs, etc., and also damage caused by careless operation of equipment, storage of materials and rutting or tracking of grass by equipment.

D. The Contractor shall conduct access, hauling, filling, and storage operations as specified herein and as shown on the Drawings.

1. On-site borrow areas are designated as follows: Suitable material, as approved by Engineer, from excavations for project structures. Any additional borrow material required shall be provided by the Contractor from **off-site**.
2. On-site spoil areas will become **property of the Contractor** and are to be disposed off-site.

E. Construct all fill areas so runoff will not flood improved areas.

F. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner. Some such connections may have to be made during off-peak hours (late night or early morning hours). The Contractor shall give a minimum of 72 hours notice to the Owner when tie-ins with the existing plant utilities are required.

G. For major utility pipeline tie-ins and relocations, the Contractor shall submit a detailed Plan of Action for review and approval by the Owner and the Engineer. No major utility relocation or tie-ins shall proceed until the Plan of Action for that Work is approved.

1.19 HAZARDOUS LOCATIONS

A. The Contractor shall be responsible for identification of hazardous locations, appropriate construction methods, and all other safety issues.

1.20 ADDITIONAL PROVISIONS

A. The Contractor shall provide at his own cost all necessary temporary facilities for access to, and for protection of, all existing structures. The Contractor is responsible for all damage to existing structures, equipment, and facilities caused by his construction operations, and must repair all such damage when and as ordered by the Owner or Engineer.

1.21 MAINTENANCE OF SERVICE REQUIREMENTS

A. During construction of the new facilities, the Owner will be responsible for operation of the existing facilities until they are taken over by the Contractor for modification, demolition, or abandonment.

B. In order to provide uninterrupted water service, the Contractor shall provide temporary piping and/or pumping facilities as necessary to complete the work. The design of such systems shall be the responsibility of the Contractor; however, such systems shall be subject to approval by the Engineer. The Contractor shall submit detailed drawings and descriptions of the temporary facilities to the Engineer for approval at least thirty (30) days prior to the installation of any temporary facilities.

C. If the Contractor's operations disrupt water service, except for such brief periods as expressly permitted and required, the Contractor shall immediately make all repairs, and do all work necessary, to restore service to the satisfaction of the Engineer at no additional cost to the Owner. Such work shall progress continuously to completion on a 24-hour per day, 7-day per week basis. The Contractor shall provide the services of emergency repair crews on call 24 hours per day.

D. The Contractor shall submit a written request to perform any connections to existing piping that will require all or part of the water treatment plant to be taken off-line. The Contractor shall submit the written request a minimum of 72 hours before the proposed work will be performed, detail the sequence of work and time required for the connections, and receive written approval by the Owner and Engineer. Connections to existing piping that will require all or part of the water treatment plant to be taken off-line will be performed during low flow conditions, which are defined by the Owner.

E. Service to any customer shall not be disrupted for more than 6 continuous hours. Prior to disrupting service to any customer, said customer shall be notified 24 hours in advance of said disruption, in writing.

F. Any fines or other damages caused by not maintaining water service as specified above shall be the responsibility of the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 44 00 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the apparent Low Bidder's qualifications.

B. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.

C. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM) Construction Schedule and shall be used only as the basis for the Contractor's Applications for Payment.

1.2 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on 8-1/2 inch x 11 inch white paper. Contractor's standard forms and computer printouts may be considered for approval by the Engineer upon Contractor's request. Identify schedule with:
   1. Title of project and location.
   2. Owner and purchase order number.
   3. Engineer and project number.
   4. Name and address of Contractor.
   5. Contract designation.
   6. Date of submission

B. Schedule shall list the completed or installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the specifications.

D. For each major line item of the Work, list sub-values of major products or operations under the major item.

E. For the various portions of the Work:
   1. The amount for each item shall reflect a total completed or installed cost including a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

    a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.
    b. The total installed value.

F. Round off figures to nearest dollar amount.

G. The sum of the total costs of all items listed in schedule equal to total Contract Price.

H. For each item which has a completed or installed value of more than $15,000, provide a breakdown of costs to list major products or operations under each item.

1.3 SUBSCHEDULE OF UNIT MATERIAL VALUES

A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.

B. The unit values for the materials shall be broken down into:
1. Cost of the material, delivered and unloaded at the site, with taxes paid.
2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

C. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.

D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.4 REVIEW AND RESUBMITTAL

A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.

B. Resubmit revised Schedules in same manner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 44 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to testing agencies, and authorities having jurisdiction.

1.4 REQUIREMENTS INCLUDED

A. Contractor Storage Area

B. Water Services

C. Sanitary Facilities

D. Maintenance of Traffic

E. Barricades and Lights

F. Fences

G. Damage to Existing Property

H. Security

I. Drainage

J. Emergencies

K. Petroleum Spill/Leak Containment

L. Waste Construction Materials

M. Removal/Restoration

N. Responsibility for Temporary Structures

1.5 CONTRACTOR STORAGE AREA

A. It will be the responsibility of the Contractor to obtain a storage area for storage of his materials, tools, equipment, office and other items necessary for construction. The exact limits of the Contractor's storage area will be approved in the field by the Owner and Engineer. The Contractor shall be fully responsible for the security of this area, including fencing, watchmen, and other means of security. Under no circumstances will the Owner be responsible for the security of any property belonging to the Contractor, his subcontractors, or any of his work forces.

B. The Contractor shall consult with the Owner as to the best location for setting up construction plant buildings and related facilities to expedite the Work.

1.6 WATER SERVICES

A. Water in sufficient amounts for proper completion of the Work shall be furnished by Contractor without charge to Owner. Contractor shall furnish necessary equipment, pipe, hose, nozzles and tools and shall perform all necessary labor. A separate temporary meter shall be installed by the local utility (City) to measure water usage by Contractor. Use of water meter on a hydrant may be allowed at the Owner's discretion.

1.7 SANITARY FACILITIES

A. Contractor shall furnish temporary sanitary facilities at the site as provided herein for the needs of all construction workers and others performing work or furnishing services in connection with this Contract.

B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 10 men. Contractor shall enforce the use of such sanitary facilities by all personnel at the site. The use of existing toilet facilities at the site by Contractor's personnel is strictly forbidden.

1.8 MAINTENANCE OF TRAFFIC

A. The Contractor shall provide continuous access to all properties affected by construction of the improvements, as reasonably possible. He shall construct and maintain temporary roads, sidewalks, and driveways as necessary to fulfill this responsibility. Temporary roads, sidewalks, and driveways shall be adequate to permit the ingress and egress of day to day traffic, and construction and supply vehicles during periods of protracted wet weather.

B. The Contractor shall be solely responsible for continually maintaining the flow of vehicular traffic, whenever reasonably possible, during the progress of the work included in this Project. All traffic control methods, materials, and procedures shall, at a minimum, be in accordance with Section 102, "Maintenance of Traffic", of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and all applicable permits obtained for the Project.

C. The Contractor shall adhere to all applicable portions of the State of Florida, Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

D. The Contractor shall prepare a written plan, with sketches as required, for traffic control for minimizing residential access delays during the project and obtain written approval of the Traffic Control Plan from the Public Works Department prior to commencement of construction.

1.9 BARRICADES AND LIGHTS

A. All roads which are closed to traffic shall be protected by effective lights and barricades on which shall be placed acceptable warning signs.

B. All open trenches and other excavations shall have suitable barricades, lights and signs to provide adequate protection to the public. Obstructions, such as material piles and equipment shall be provided with similar warning signs.

C. All barricades, lights, signs, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements.

1.10 FENCES

A. All existing fences affected by the work shall be maintained by Contractor until completion of the work. Fences which interfere with construction operations, or are scheduled for removal and/or replacement, shall not be relocated or dismantled until written permission is obtained from the owner of the fence and the period the fence may be left relocated or dismantled has been agreed upon.

B. If, during the course of the work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall provide a suitable temporary fence at his own expense. The Engineer shall be solely responsible for the determination of the necessity for approving a temporary fence and the type of temporary fence to be used.

C. On completion of the work, Contractor shall restore all fences not scheduled for replacement to their original or to a better condition and to their original location.

1.11 DAMAGE TO EXISTING PROPERTY

A. Contractor will be held entirely responsible for any damage to existing structures, work, materials or equipment because of his operations and shall repair or replace any damaged structures, work, materials or equipment to the satisfaction of, and at no additional cost to the Owner.

B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.

C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges or other public or private property, which may be caused by transporting equipment, materials, or men to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.12 SECURITY

A. Contractor shall be responsible for protection of the site and all work, materials, equipment and existing facilities thereon, against vandals and other unauthorized persons.

B. No claim shall be made against Owner by reason of any act of an employee or trespasser, and Contractor shall make good all damage to Owner’s property resulting from his failure to provide security measures as specified.

C. Security measures shall be at least equal to those usually provided by Owner to protect his existing facilities during normal operation, but shall also include such additional security fencing, barricades, lighting and other measures as required to protect the site.

1.13 DRAINAGE

A. The Contractor shall keep all natural drainage and water courses unobstructed or provide equal courses effectively placed, and prevent accumulations of surface water.

1.14 EROSION AND SILTATION CONTROL MEASURES

A. Adequate control of erosion and siltation of both a temporary and permanent nature on areas disturbed by this work shall be provided under this Contract, subject to the approval of the Engineer. There will be a joint on-site inspection prior to commencing work, with Contractor, and the Engineer to determine specific siltation control requirements. Contractor shall comply with requirements of Section 31 25 00 and implement NPDES stormwater runoff permit pollution prevention plan.

B. Erosion control shall comply with all applicable State and County Regulations.

1.15 EMERGENCIES

A. The Contractor shall display and update phone numbers of the local police, fire department, hospital, and emergency squad at all times and at all phones on site during the project.

B. First Aid: The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit, including provisions for treatment of snake bite, and shall provide ready access thereto at all times when persons are employed on the Work.

C. The Contractor shall keep upon the site a map to the nearest emergency medical facility/hospital, and it shall be posted at a visible location within the field offices.

1.16 PETROLEUM SPILL/LEAK CONTAINMENT

A. Contractor shall provide a spill/leak containment vessel for above ground petroleum storage tanks. The containment vessels shall have a capacity exceeding 125 percent of the volume of the petroleum storage tank for which they are intended.

B. For concrete containment vessels, the concrete shall be air-entrained with a minimum of 4,000 psi compressive strength when delivered. Reinforced steel shall be Grade 40 with No. 4 bars on 12-inch centers each way.

C. The containment vessel must contain an acceptable means of removing rain water or recovering spilled or leaked petroleum from the vessel. If a siphon arrangement is used, it shall be mounted on the wall of the vessel and must automatically break when the vessel empties. Then, the siphon must be manually primed the next time the contents are discharged.

D. Anchor bolts must be furnished to tie-down the petroleum storage tank to prevent the flotation of an empty tank due to rain water.

1.17 WASTE CONSTRUCTION MATERIALS

A. The Contractor shall dispose of all waste construction material at a permitted waste facility. All associated cost for disposal shall be the Contractor’s responsibility.

B. The Contractor shall provide sufficient containers to collect and hold waste construction materials. Waste materials shall be collected on a daily basis.

C. The Contractor shall dispose of waste construction material when containers are full. Transportation of the waste containers will be supplied by the Contractor.

1.18 REMOVAL AND RESTORATION

A. At completion of Work remove utility services, and debris. Clean areas and restore to equal to or better than pre-construction condition.

1.19 RESPONSIBILITY FOR TEMPORARY STRUCTURES

A. In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the Owner from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 50 00

SECTION 01 55 00 - MOBILIZATION

PART 1 - GENERAL

1.1 DEFINITION AND SCOPE

A. Mobilization shall include obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.

1. Move onto the site all Contractor's plant and equipment required for first month of operations and continuing operations.
2. Install temporary construction power, wiring, and lighting facilities.
3. Establish fire protection plan and safety program.
4. Secure construction water supply.
5. Provide on-site sanitary facilities and potable water facilities as required by agencies having jurisdiction.
6. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.
7. Submit all required insurance certificates and bonds.
8. Obtain all required permits.
9. Post all OSHA, EPA, Department of Labor, and all other required notices.
10. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.
11. Submit a schedule of values of the Work.
12. Submit a schedule of submittals.
13. Provide onsite office facilities with suitable space for the Owner’s and Engineer’s use.

B. Payment for mobilization will only be made upon successful completion of all the items above.

1.2 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all Contractor owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 55 00

SECTION 01 57 00 - TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The work specified in this Section consists of implementing a stormwater pollution prevention plan (SW3P) as prepared by the Owner (see Appendix to Section 01 57 00). Implementing this SW3P requires providing, maintaining, and removing temporary erosion and sedimentation control Best Management Practices (BMP's) as necessary. Additional stormwater BMP information is provided on the Drawings.

B. All existing and foreseeable future conditions inside and outside the Project construction limits must be acknowledged as the Contractor's responsibility.

C. Temporary erosion controls include, but are not limited to, grassing, mulching, settling, watering, and reseeding on-site surfaces and spoil and borrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Owner and regulatory agencies having jurisdiction over this Project.

D. Temporary sedimentation controls include, but are not limited to, silt, dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained acceptable limits as established by the Owner and regulatory agencies having jurisdiction over the Project.

E. Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

F. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems which result from his construction operations.

G. Contractor shall follow all applicable State and local rules.

1.2 REFERENCE DOCUMENTS

A. Stormwater Pollution Prevention Plan for Construction Activities (see Appendix to Section 01 57 00).

B. Construction Plans.

C. Federal Register Tuesday, March 31, 1998, Vol. 63, No. 61, pages 15622-15671.

D. South Florida Building Code and Standard Building Code.

E. Florida Department of Transportation Specification for Road and Bridge Construction, latest

edition.

F. Southwest Florida Water Management District rules and regulations.

G. Temporary Facilities and Controls Section.

PART 2 - PRODUCTS

2.1 EROSION CONTROL

A. Seeding, and Mulching as specified below.

B. Netting Grade - 1800 Miramat, as manufactured by Mirafi or approved equal.

C. Drainage Pipes - ADS N-12, or equal.

2.2 SEDIMENTATION CONTROL

A. Bales - clean, seed-free cereal hay type.

B. Netting - Envirofence, as manufactured by Mirafi or approved equal.

C. Filter stone - crushed stone conforming to Florida Department of Transportation specifications.

D. Concrete block - hollow, non-load-bearing type.

E. Concrete - exterior grade not less than one inch thick.

PART 3 - EXECUTION

3.1 EROSION CONTROL

A. The Contractor shall arrange his operations and construct erosion control devices to minimize siltation and bank erosion on construction sites and on existing or proposed water course and drainage ditches.

B. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than six inches and remove large clods, rock, stumps, roots larger than 1/2-inch in diameter and debris.
2. Sow seed within twenty-four (24) hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
3. Apply mulch loosely and to a thickness of between 3/4-inch and 1-1/2 inches.
4. Apply netting over mulched areas on sloped surfaces.
5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

C. A satisfactory growth of grass must be established and maintained until final controls become effective.

3.2 SEDIMENTATION CONTROL

A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Control systems which deteriorate and filter stone which is dislodged shall be replaced.

3.3 PERFORMANCE

A. Should any of the temporary erosion and sedimentation control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, Owner or Engineer, Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

B. During construction - denuded areas are to be covered as soon as possible by mulch (such as straw, hay, synthetic fiber) or by sod or seed and mulch with temporary or permanent vegetation. Method selected will be initially at the Contractor's option.

C. Areas to be developed will require temporary sediment basins used as a positive remedy against downstream siltation. During development, permanent stormwater management (detention) ponds may be used in place of temporary sediment basins. Prior to final inspection, accumulated silt and debris shall be removed from the stormwater management ponds.

D. Floating and/or staked silt barriers will be anchored in place to protect against accumulation of silt and sediment upstream and downstream from the work. The silt barriers will be placed so as to effectively control silt and sediment dispersion.

E. Floating and/or staked silt barriers will be anchored in place to protect against accumulation of silt and sediment upstream and downstream from the work. The silt barriers will be placed so as to effectively control silt and sediment dispersion under the conditions present on this project. Silt fences will be installed where necessary outside limits of construction.

F. All swales, ditches, channels, retention ponds and detention areas will be sodded or seeded as required as soon as possible.

G. Contractor will be required to obtain all applicable dewatering permits required during construction.

H. The occurrence of muddy water leaving the site will require immediate corrective action by the Contractor.

I. Methods used to control erosion and sedimentation will comply with applicable federal, State and local regulations.

3.4 REMOVAL

A. Upon completion of construction and final inspection by jurisdictional agencies, contractor shall

remove all erosion control barriers.

END OF SECTION

SECTION 01 70 00 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. Material and equipment incorporated into the Work:
   1. Manufactured and fabricated products:
      a. Design, fabricate and assemble in accord with the best engineering and shop practices.
      b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
      c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.
      d. Products shall be suitable for service conditions.
      e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
   2. Do not use material or equipment for any purpose other than that for which it is designed or specified.
   3. All material and equipment shall be new and unused and of the highest quality.

1.2 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies for the Engineer.
   1. Maintain one (1) set of complete instructions at the job site during installation and until completion.

B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
   1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
   2. Do not proceed with work without clear instructions.

C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.3 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accordance with progress schedules, coordinate to avoid conflict with work and conditions at the site.
   1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.4 STORAGE AND PROTECTION

A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this Project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.

B. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
1. Store products subject to damage by the elements in weather-tight enclosures.
2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
3. Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

C. All materials and equipment to be incorporated in the work shall be handled and stored by the Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.

D. Cement, sand and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural and miscellaneous steel and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.

E. All materials, which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and the Contractor shall receive no compensation for the damaged material or its removal.

F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

G. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.

H. The Contractor shall be responsible for all material, equipment and supplies sold and delivered to the Owner under this Contract until final inspection of the work and acceptance thereof by the Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the Owner.

I. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven (7) days after written notice to do so has been given, the Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering, and any other costs associated with making the necessary corrections.

1.5 STORAGE AND HANDLING OF EQUIPMENT ON SITE

1.6 Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:

1. Materials shall not be shipped until approved by the Engineer. The intent of this requirement is to avoid unnecessary delivery of unapproved materials and to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall major equipment or finish products be delivered to the site more than one month prior to installation without written authorization from the Engineer. Materials shipped to the site, or temporarily stored off-site in approved locations, shall be stored in accordance with Paragraph 1.4, herein.
2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the Engineer, until such time as the equipment is to be installed.
3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
4. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Engineer by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.
5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half the load, once weekly for an adequate period of time to insure the equipment does not deteriorate from lack of use.
6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to the Owner.

7. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

1.7 SPARE PARTS

A. Spare parts for certain equipment provided for herein (e.g., under 26: Electrical; 40: Instrumentation; and Divisions 46: Equipment;) have been specified in the pertinent sections of the Specifications. The Contractor shall collect and store all spare parts so required in an area to be designated by the Engineer. In addition, the Contractor shall furnish to the Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.8 GREASE, OIL AND FUEL

A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. The Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of equipment supplied.

B. The Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three (3) weeks of operation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 70 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Construction layout.
   2. Field engineering and surveying.
   3. Installation of the Work.
   4. Cutting and patching.
   5. Protection of installed construction.

B. Related Requirements:
   1. Section 01 10 00 "Summary" for limits on use of Project site.
   2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
   3. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
   1. Structural Elements: When cutting and patching structural elements, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching as approved by a licensed design professional employed by contractor. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
   2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
   3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety
   4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Engineer that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

H. Repair or remove and replace damaged, defective, or nonconforming Work.
   1. Comply with Section 01 77 00 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
   5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

      a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
      b. Restore damaged pipe covering to its original condition.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 73 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. Warranties.
   4. Final cleaning.
   5. Repair of the Work.

B. Related Requirements:
   1. Section 01 3 233 "Photographic Documentation" for submitting final completion construction photographic documentation.
   2. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:
   1. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01 78 39.
   2. All training of Owner's personnel completed.
   3. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and are ready for inspection.
   4. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.

B. When the conditions of paragraph 1.6 A. are met the Contractor shall submit to the Engineer:
   1. A written notice that he considers the Work, or portion thereof, is substantially complete, and request an inspection.
   2. A punch list of items to be corrected. Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punch list with the Engineer's approval.

C. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

D. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
   3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.

a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.

5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

E. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 30 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

F. Should the Owner and Engineer determine that the Work is not substantially complete:
1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.
3. The Owner and Engineer will within reasonable time, re-inspect the Work. The Contractor will be liable for re-inspection fees as described herein.

G. When the Engineer finds that the Work is substantially complete, he will:
1. Schedule a walk-through of the facility to include the Owner and Contractor. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.
2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.
3. After consideration of any objections made by Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be re-inspected upon completion and any deficiencies found will be added to the punchlist.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
   1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
   2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   4. Submit pest-control final inspection report.
   5. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Final Completion (Form F-14) after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

C. Should the Owner, or Engineer, consider that the Work is incomplete or defective:
   1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
   2. Contractor shall take immediate steps to remedy the stated deficiencies and send another written certification to the Engineer that the Work is complete.
   3. The Engineer will, within a reasonable amount of time, re-inspect the Work and the Contractor shall be liable for re-inspection fees as described in Paragraph 1.4, herein.
   4. When the Owner and Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Organize list of spaces in sequential order by Sheet number.
   2. Organize items applying to each

3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Engineer.
    d. Name of Contractor.
    e. Page number.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
    1. Submit on digital media acceptable to Engineer.

D. Warranties in Paper Form:

    1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
    2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
    3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.10 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:
    1. The original Contract Sum.
    2. Additions and deductions resulting from:

        a. Previous change orders or written amendments.
        b. Allowances.
        c. Unit prices.
        d. Deductions for uncorrected work.

e. Penalties and bonuses.
f. Deductions for liquidated damages.
g. Deductions for reinspection payments.
h. Deductions for items removed from the scope of work.
i. Other adjustments.

3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Sum remaining due.

C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.11 APPLICATIONS FOR FINAL PAYMENT

A. Final Payment: Upon successful completion of the Final Inspection and compliance with Sections 1.9 and 1.10 herein, Contractor shall submit the Application for an amount equal to the total Contract Price minus in accordance with procedures and requirements stated in the Conditions of the Contract.

1.12 FINAL CONTRACT CLOSEOUT

A. The final payment called out in Section 1.11 herein will constitute the Contractor's completion of this Project and Contract and Contract Closeout.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove labels that are not permanent.
f. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
1. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
2. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory manuals.
   2. Emergency manuals.
   3. Systems and equipment operation manuals.
   4. Systems and equipment maintenance manuals.
   5. Product maintenance manuals.

B. Related Requirements:
   1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
   2. Section 01 85 00 "Start-Up and Demonstration" for verification and compilation of data into operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
   1. Engineer will comment on whether content of operation and maintenance submittals is acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:
   1. Submit on digital media acceptable to Engineer by email to Engineer. Enable reviewer comments on draft submittals.
   2. Submit five paper copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Engineer will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer will return copy with comments.
   1. Correct or revise each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's comments and prior to commencing demonstration and training.

E. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
   1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
   2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit 3 copies of the manuals in the form of hard-copy, bound and labeled volumes.
   1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

      a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:
1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Engineer.
7. Names and contact information for major consultants to the Engineer that designed the systems contained in the manuals.
8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.8 EMERGENCY MANUALS

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
2. Flood.
3. Water leak.
4. Power failure.
5. Water outage.
6. System, subsystem, or equipment failure.

D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:
   1. Startup procedures.
   2. Equipment or system break-in procedures.
   3. Routine and normal operating instructions.
   4. Regulation and control procedures.
   5. Instructions on stopping.
   6. Normal shutdown instructions.
   7. Seasonal and weekend operating instructions.
   8. Required sequences for electric or electronic systems.
   9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed and identify color coding where required for identification.

1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
   1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
   2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
   1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
1. Do not use original project record documents as part of maintenance manuals.

1.11 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include

source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   4. Material and chemical composition.
   5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.

1.3 CLOSEOUT SUBMITTALS

A. Requirements Included:

1. Maintain at the site for the Owner one complete record copy of (as applicable):
2. Drawings
3. Specifications
4. Addenda
5. Change Orders and other Modifications to the Contract
6. Engineer Field Orders or written instructions
7. Approved Shop Drawings, Product Data and Samples
8. Field Test records
9. Regulatory Agency Permits and Applicable Inspection Reports
10. Best Management Plans
11. Construction Photographs

B. Deliver complete sets of record drawings in accordance with Article 1.5 C of this Section.

C. Deliver complete set of record documents as listed herein.

D. Accompany submittal with transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Title and number of each Record Document
5. Signature of Contractor or his authorized representative

1.4 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in field apart from documents used for construction.

B. File documents and samples in an organized, neat manner that facilitates retrieval and in accordance with CSI format with section numbers as provided herein.

C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples readily available for inspection by Engineer.

1.5 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.

j. Changes made by Change Order or Work Change Directive.
k. Changes made following Engineer's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Engineer for resolution.
4. Engineer will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.

C. Upon completion of the work under this Project, the Contractor shall furnish and submit the “Record Drawings” with embossed seal and certifications statement of the Florida licensed surveyor who prepared the “Record Drawings” to the Engineer for transmittal to the Owner and regulatory agencies.

1. Minimum Technical Requirements (Horizontal)

a. Water Mains, Reclaimed Water Mains, and Sewage Force Mains:

1) Locate and label, by station and offset or dimension from two above ground permanent features, all changes in the pipeline route alignment as shown on the construction plans and at all locations where construction has deviated from the original design. Any change in alignment greater than 1 foot on either side of the pipeline route shall be surveyed and documented on the “PROJECT RECORD DRAWING”.
2) Locate and label, by station and offset or dimension from two above ground permanent features, all appurtenance installed in association with the Project, as shown on the plans, including, but not limited to, elbow and fittings, valves, blow-offs, manholes, vaults, services, etc. Services shall be dimensioned from lot corners if not at lot line, and stations labeled for water and sewer services should be dimensioned from nearest manhole when owner’s construction plans do not establish stationing from centerline of construction.

3) Locate and label, by station and offset, all changes in the “beginning” and “ending” points of all directional bores and/or jack and bores.
4) All above ground visible features dimensioned from two permanent features.

b. Gravity Sewers and Storm Sewers

1) Locate and label, by station and offset, all manholes, junction boxes, headwalls, culverts, outfall structures, services, etc.

2. Minimum Technical Requirements (Vertical)

a. Water Mains, Reclaimed Water Mains, and Sewage Force Mains

1) Locate all changes in the pipeline route alignment as shown on the Construction Plans, and where construction was deviated from the original design. Any change in alignment greater than six inches shall be surveyed and documented on the “PROJECT RECORD DRAWING”.
2) Vertical separation and depth at all major utility crossings. (potable water, reuse water, force main, sanitary sewer, storm sewer, gas pipeline, etc.)
3) For all piping within right-of-way or adjacent easements elevations and or depths of cover shall be provided every 250 ft. (Minimum of one for each section of straight pipe run).

b. Gravity Sewers and Storm Sewers

1) All manhole pipe inverts and top elevations must be labeled.

c. Paving, Grading, and Drainage As-Built

1) As-built elevations should be taken on road centerlines at all intersections and at all breaks in grade. Road centerline and edges should be shown at 100’ intervals (minimum).
2) Critical elevations should be taken in ditches and swales to determine that they have been constructed essentially according to the plan. Invert elevations should be taken on storm sewers at critical locations and on both ends of culverts. Representation elevations should be taken on top of dikes and berms, on the bottoms of retention areas, and on tops of inlets and weirs.
3) Representative measures should be taken on pavement widths and radii at intersections.
4) Discharge Structures: Dimensions and elevations of all including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers;
5) Side Bank and Underdrain Filters, or Exfiltration Trenches: Locations, dimensions, and elevations of all including cleanouts, pipes, connections to control structures, and points of discharge to receiving waters;
6) Storage Areas for Treatment and Attenuation: Dimensions, elevations, contours or cross-sections of all sufficient to determine the stage-storage relationship of the storage area and permanent pool depth and volume below the control elevation for normally wet systems;
7) System Grading: Dimensions, elevations, contours, final grades or cross-sections to determine contributing drainage areas, flow directions, and

conveyance of runoff to the system discharge point(s);

8) Conveyance Systems: Dimensions, elevations, contours, final grades or cross-sections of systems utilized to divert off-site runoff around or through the new system;
9) Water Levels: Existing water elevation(s) and the date determined;
10) Benchmark: Location and description (minimum of one per major water control structure);
11) Wetland Compensation or Restoration Area: Show the plan view of all areas, depicting a spatial distribution of plantings conducted by zone (if plantings are required by permit), with a list showing all species planted in each zone, number of each species, sizes, date(s) planted, and identification of source of material; also provide the dimensions, elevations, contours, and representative cross-sections depicting the construction.
12) In addition to these notes, all As-Built drawings and information shall meet the requirements outlined in SWFMWD in their “As-built Drawings and Information Checklist”, lasted edition, if applicable.

3. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
4. Record Prints: The Contractor shall provide Engineer with two sets of 22” x 34” blackline “PROJECT RECORD DRAWINGS”, signed and sealed by a professional surveyor and mapper registered with the State of Florida. Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
5. Format: The text shown on the digital “PROJECT RECORD DRAWINGS” shall be italics, having a height of 0.15 times the drawings scale and the font shall be dark enough to clearly distinguish “PROJECT RECORD DRAWING” text from all the other text shown on the document. The design text, i.e., dimensions, call outs, etc., shall be struck out and ‘As-Built’ callouts placed adjacent to the struck-out text. If the design text depicts what was built, then the text shall be changed to the format described above. All ‘As-built’ information created by the surveyor shall be placed on a separate layer named ‘As-built’, having a color of white.
6. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file. The format will be AutoCAD. It will be the Contractor’s responsibility to meet these format requirements.
7. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Engineer.
    e. Name of Contractor.

8. The Contractor shall, at the time of his request for final payment, submit the “PROJECT RECORD DRAWINGS”, along with all other pertinent record documents. Final payment will be withheld until the “PROJECT RECORD DRAWINGS” have been submitted and approved by the Engineer.

    a. The Contractor may elect to submit a 90% complete set of “PROJECT RECORD DRAWINGS” to the Engineer for review prior to submitting final payment.

9. In accepting and utilizing any drawings or other date on any form of electronic media generated and provided by the Design Professional, the Contractor and Owner covenant and agree that all such drawings and data are instruments of service of the Design Professional, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.
10. The Contractor and Owner further agree not to use these drawings and data, in whole or in part, for any purpose or Project other than the Project which is the subject of this Agreement. The Contractor and Owner agree to waive all claims against the Design Professional resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Design Professional.
11. In addition, the Contractor and Owner agree, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless for any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Design Professional or from any reuse of the drawings and data without the prior written consent of the Design Professional.
12. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by the Design Professional, and the Design Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

1.6 Final Payment

A. No Final Payment shall be made until such time as the "PROJECT RECORD DRAWINGS" and Record Documents have been approved and accepted by the Owner and Engineer.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

SECTION 01 80 00 - CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Execute cleaning, during progress of the Work and at completion of the Work.

1.2 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property, and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.

B. Provide on-site containers for the collection of waste materials, debris and rubbish.

C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the Owner, and dispose of at legal disposal areas away from the site.

3.2 DUST CONTROL

A. The Contractor shall employ construction techniques that minimize the production and distribution of dust.

B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.

C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.3 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to Final Completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work is clean.

END OF SECTION 01 80 00

SECTION 01 85 00 - START-UP AND DEMONSTRATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: Demonstrate to Owner and Engineer that the completed project/work functions as a complete and operable system under normal and emergency operating conditions.

B. Contractor shall provide all materials, personnel, equipment and expendables as needed and as specified to perform the required start-up and demonstration tests.

C. Related Work Described Elsewhere:
1. Construction Progress Documentation: Section 01 32 00.

PART 2 - PRODUCTS

2.1 START-UP PLAN

A. Submit for approval by the Engineer a detailed start-up plan outlining the schedule and sequence of all tests and start-up activities, including submittal of checkout forms, submittal of demonstration test procedures, start-up, demonstration and testing, submittal of certification of completed demonstration and training. Start-up and commissioning may not begin until the plan is approved by the Engineer.

PART 3 - EXECUTION

3.1 COMPONENT TEST AND CHECK-OUT

A. Start-up Certification: Prior to system start-up, successfully complete all the testing required of the individual components of Work.

B. Demonstrate to the Engineer and the Owner's representative, that all temporary jumpers and/or bypasses have been removed and that all of the components are operating under their own controls as designated.

C. Coordinate start-up activities with the Owner’s operating personnel at the treatment plant site and with the Engineer prior to commencing system start-up.

3.2 START-UP

A. Confirm that all equipment is properly energized, that the valves are set to their normal operating condition and that the flow path through the new Work is unobstructed.

B. Slowly fill each hydrostatic structure in the process flow stream with water.

C. Observe the component operation and make adjustments as necessary to optimize the performance of the Work.

D. Coordinate with Owner for any adjustments desired or operational problems requiring debugging.

E. Make adjustments as necessary.

3.3 START-UP DEMONSTRATION AND TESTING

A. After all Work components have been constructed, field tested and started up in accordance with the individual Specifications and manufacturer requirements, perform the Start-Up Demonstration and Testing. The demonstration period shall be held upon completion of all systems at a starting date to be agreed upon in writing by the Owner or his representative. Prior to beginning the start-up demonstration testing, the Contractor shall submit a detailed schedule of operational circumstances for approval by the Engineer. The schedule of operational circumstances shall describe, in detail, the proposed test procedures for each piece of equipment. Provide similar test procedure forms for each piece of equipment or section of the Work to include all particular aspects and features of that equipment or section of the Work and as specified in the Technical Sections of the Specifications.

B. During the start-up demonstration period, operate the Work, instruct designated operating personnel in the function and operation of the Work, and cause various operational circumstances to occur. As a minimum, these circumstances will include average and peak daily flows, random equipment or process failures, tank overflows, surcharges, interlocks and bypasses. Demonstrate the essential features of the equipment and its relationship to other equipment. The approved schedule of operational circumstances and Demonstration Test Procedures Forms will be used as the agenda during the Start-Up Demonstration Testing period for all equipment and sections of the Work. Coordination of the demonstration test schedule will be accomplished through the Engineer.

C. Acceptability of the Work's performance will be based on the Work performing as specified under these actual and simulated operating conditions, to provide functionality as intended and as defined in the Contract Documents. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the Owner and the Engineer that the Work will function as a complete and operable system under normal, as well as emergency operating conditions, and is ready for final acceptance.

D. Demonstrate the essential features of all the mechanical systems including, but not limited to, the following as they apply to the Work. Each system shall be demonstrated once only, after completion of testing.
   1. Pump operation
   2. Level control functionality
   3. Access hatch

E. Upon successful completion of the Start-up, Demonstration and Testing, the Owner's personnel will receive the specified training for each system. Training of the Owner's personnel will not be considered valid unless it takes place using a system that has successfully passed the Start-up, Demonstration and Testing.

F. Upon completion of all specified operator training, the Contractor shall submit to the Engineer six (6) copies of the Certificate of Completed Demonstration Form, for each item of equipment or system in the Work, signed by the Contractor, Engineer, and the Owner. Insert one (1) copy of this form in the applicable section of each Operation and Maintenance Manual. A sample Certificate of Completed Demonstration Form is provided (F-12).

END OF SECTION 01 85 00

SECTION 01 90 00 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Related Work Described Elsewhere:
   1. Closeout Procedures: Section 01 77 00.

1.2 SUBMITTAL REQUIREMENTS

A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Five (5) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

D. Product of work item.
   1. Firm, with name of principal, address and telephone number.
   2. Scope.
   3. Date of beginning of warranty, bond or service and maintenance contract.
   4. Duration of warranty, bond or service maintenance contract.
   5. Provide information for Owner's personnel:

      a. Proper procedure in case of failure.
      b. Instances which might affect the validity or warranty or bond.
      c. Contractor, name of responsible principal, address and telephone number.

1.3 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:
   1. Size 8-1/2 inches x 11 inches, punch sheets for standard three (3) ring binder.

      a. Fold larger sheets to fit into binders.
   2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

      a. Title of Project.
      b. Name of Contractor.

C. Binders: Commercial quality, three (3) D-ring type binders with durable and cleanable white plastic covers and maximum D-ring width of two (2) inches. Binders shall be presentation type with clear vinyl covers on front, back, and spine. Binders shall include two sheet lifters and two horizontal inside pockets.

1.4 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year unless otherwise specified, commencing at the time of final acceptance by Owner.

B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment specified within this Project Manual and which has at least a 1 hp motor or which lists for more than $1,000. The Engineer reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

C. The Owner shall incur no labor or equipment cost during the guarantee/warrantee period.

D. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer or the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 90 00

SECTION 01 95 00 - ONE (1) YEAR WARRANTY WORK

PART 1 - GENERAL

1.1 SCOPE AND INTENT

A. Requirement: Contractor is required to warranty all of the Project Work and equipment for a period of one (1) year from the date of the Owner's written acceptance of the entire completed Project.

PART 2 - PRODUCTED

2.1 Products and materials used in the warranty work shall be new and the same as used in the original construction, unless the originally used products/materials proved to be unsatisfactory, and in this case, equal alternates, as proposed by Contractor and approved by Owner and Engineer, will be used.

PART 3 - EXECUTION

3.1 INTERMEDIATE WORK

A. After Owner's acceptance of the entire Project, and prior to expiration of the one (1) year warranty, Owner/Engineer will notify the contractor of any warranty work that is immediately required and Contractor will promptly complete the warranty work.

3.2 FINAL WORK

A. About 11 months after Owner's acceptance of the entire Project, Contractor, Engineer, and Owner will make a detailed inspection of the Project and prepare a list of all warranty work required. Thereafter, Contractor will promptly repair and complete all the warranty work. Thereafter, Owner, Engineer, and Contractor will make another inspection to ensure that all warranty work has been completed to the satisfaction of Owner and Engineer. Any remaining warranty work will be promptly completed. This process will continue until all warranty work is completed to the satisfaction of Owner and Engineer.

3.3 WARRANTY EXTENSIONS

A. If the warranty work involves replacement of a failed component, such as motor, pump, blower, etc., the one-year warranty period for the replaced item shall begin a new warranty period on the date of written acceptance by Owner and Engineer.

END OF SECTION

TIERRA

April 10, 2026

Pennoni
401 Third Street Southwest
Winter Haven, FL 33880

Attn: C. Wayne Sweikert, PLS (DE)

RE: Geotechnical Engineering Services Report
Town Hall Parking & Drainage Modifications
City of Lake Hamilton
Polk County, Florida
Tierra Project No. 6511-26-125

Mr. Sweikert:

Tierra, Inc. has completed a geotechnical engineering study for the above referenced project. The results of the study are provided herein.

Should there be any questions regarding this report, please do not hesitate to contact our office at (813) 989-1354. Tierra would be pleased to continue providing geotechnical services throughout the implementation of the project. We look forward to working with you and your organization on this and future projects.

Respectfully Submitted,

TIERRA, INC.

Billy Johnson, E.I.
Geotechnical Engineer Intern

Kevin H. Scott, P.E.
Senior Geotechnical Engineer
Florida License No. 65514

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APPENDIX

Boring Location Plan
Soil Profiles

PROJECT DESCRIPTION

Project Information

The project site is located between US 17 and 2nd Street and north of Smith Avenue in Lake Hamilton, Florida. The proposed project consists of stormwater and parking improvements.

We anticipate that finished grades will be within 2 feet of the existing site grades. Once final grading information become available, Tierra should be given the opportunity to review the final design information and amend the recommendations herein, if necessary.

Scope of Services

The objective of our study was to obtain information concerning subsurface conditions at the site in order to base engineering estimates and recommendations in each of the following areas:

1. General location and description of potentially deleterious materials discovered in the borings which may interfere with construction progress performance, including existing fills or surficial organics.

2. Identification of groundwater levels and estimation of the Seasonal High Groundwater Table (SHGWT) at selected locations.

3. Geotechnical pavement section design parameters and construction considerations.

Based on a review of the provided information, we performed the following services:

1. Reviewed published soils and topographic information. This published information was obtained from the Polk County Soil Survey published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and the “Dundee, Florida” quadrangle map published by the United States Geological Survey (USGS).

2. Performed site reconnaissance and coordinated utility clearances with Sunshine One Call.

3. Performed a geotechnical field study consisting of borings, subsurface sampling, and field-testing. We performed two (2) hand auger borings to a depth of 8 feet in the area of the proposed improvements.

4. Visually examined recovered soil samples in the laboratory and classified the soils according to the Unified Soil Classification System.

5. Performed two (2) field permeability tests at a depth of approximately 5 feet below the ground surface.

6. Prepared this Geotechnical Engineering Services Report providing a summary of the course of study pursued, the field data generated, subsurface conditions encountered and our engineering recommendations in each of the pertinent topic areas.

The scope of our services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, groundwater, or air, on or below or around this site. Any statements in this report or on the boring logs regarding odors, colors, unusual or suspicious items or conditions are strictly for the information of our client.

REVIEW OF PUBLISHED DATA

General Site Information

Based on the "Dundee, Florida" United States Geological Survey (USGS) Quadrangle Map, the natural ground elevation at the project site is approximately +140 to +145 feet, National Geodetic Vertical Datum of 1929 (NGVD 29).

Polk County Soil Survey

Based on a review of the USDA/NRCS Soil Survey of Polk County, it appears that there is one (1) soil-mapping unit noted within the vicinity of the project site. The general soil descriptions are presented in the following paragraph and table, as described in the Soil Survey.

Candler sand (Unit 3): The Candler component makes up 90 percent of the map unit. Slopes are 0 to 5 percent. This component is on ridges on marine terraces on coastal plains, knolls on marine terraces on coastal plains. The parent material consists of eolian deposits and/or sandy and loamy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is excessively drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded nor is it ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent.

Summary of USDA Soil Survey
Polk, Florida

USDA Map Symbol and Soil Name	Depth (in)	Soil Classification		Permeability (in/hr)	pH	Seasonal High Water Table	
		USCS	AASHTO			Depth (feet)	Months
(3) Candler	0-6	SP, SP-SM	A-3	6.0 - 50.0	4.5-6.0	> 6.0	Jan-Dec
	6-63	SP, SP-SM	A-3, A-2-4	6.0 - 50.0	4.5-6.0		
	63-80	SP-SM	A-2-4, A-3	6.0 - 20.0	4.5-6.3		

It should be noted that information contained in the USDA/NRCS Soil Survey may not be reflective of current subsurface conditions, particularly if recent development in the project vicinity has modified existing soils or surface/subsurface drainage.

SUBSURFACE CONDITIONS

General

The boring locations were recorded in the field by representatives of Tierra using hand-held, non-survey grade Global Positioning System (GPS) equipment with a manufacturer's reported accuracy of ±10 feet and site information provided by Pennoni. The boring locations should be considered approximate. If the boring locations are determined to be critical to design, Tierra recommends that the boring locations be survey-located. The approximate boring locations are presented on the attached **Boring Location Plan** sheet in the **Appendix**.

The hand auger borings were performed by manually twisting and advancing a bucket auger into the ground, typically in 6-inch increments.

In general, the borings performed during the subsurface exploration encountered sand to sand with silt soils to an approximate depth of 8 feet below ground surface. The soil strata encountered in the borings performed are summarized in the following table:

Stratum Number	Soil Description	USCS Symbol
1	Brown to Dark Brown SAND to SAND with Silt	SP/SP-SM

The subsurface soil stratification is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles included in the **Appendix** should be reviewed for specific information at the boring location. The profile includes soil descriptions and stratifications. The stratifications shown on the boring profile represent the conditions only at the actual boring location. The stratification represents the approximate boundary between subsurface materials and the actual transition may be gradual.

Groundwater Information

At the time of our field exploration, the groundwater table was not encountered prior to the hand auger boring termination depths. Therefore, Groundwater Not Encountered (GNE) is presented adjacent to the soil profiles on the attached **Soil Profiles** sheets in the **Appendix**.

It should be noted that groundwater conditions will vary with environmental variations and seasonal conditions, such as the frequency and magnitude of rainfall patterns, as well as man-made influences (i.e. existing swales, drainage ponds, underdrains, and areas of covered soils, such as paved parking lots).

Seasonal High Groundwater Table Estimates

Based on the subsurface conditions encountered, the information provided in the Soil Survey of Polk County, Florida published by the USDA and past experience with similar soil conditions, Tierra estimates the SHGWT within the project site to be deeper than 8 feet below existing grades.

Field Permeability Tests

Tierra performed two (2) constant head field permeability tests (open-end pipe hydraulic conductivity tests; U.S. Bureau of Reclamation Test Designation E-18, 1974) within the proposed development area. The tests were performed at an approximate depth of 5 feet below the existing ground surface within the Stratum 1 soils. The tests were performed and the results evaluated in general accordance with the methodology presented in the FDOT Soils and Foundations Handbook.

Based on the results of the field testing and our engineering judgment, Tierra recommends the following parameters be used for stormwater pond design:

Geotechnical Parameters for Drainage Design								
Boring Location	Permeability Testing				Encountered GWT Depth (ft)	Estimated SHGWT Depth (ft)	Depth to Confining Layer (ft)	Fillable Porosity (%)
	Stratum	Test Depth (ft)	In-situ Infiltration/Vertical Hydraulic Conductivity (ft/day)[1]	In-situ Horizontal Hydraulic Conductivity (ft/day)[1]				
PBA-1	1	5	40	40	GNE	> 8	8	25
PBA-2	1	5	40	40	GNE	> 8	8	25
(1) These rates are not factored. The design engineer should apply an appropriate factor of safety, as applicable.								

It is important to note that the results provided are the measured hydraulic conductivity rates of the in-situ soil conditions encountered at the time of our field activities. No reduction, limiting value, or factors of safety have been applied to these rates. The project drainage engineer should apply an appropriate factor of safety for design and evaluation purposes.

EVALUATION AND RECOMMENDATIONS

General

Based on the results of our field exploration, the subsurface soil encountered within the borings performed at the project site appear suitable for the proposed improvements. Engineering evaluations and recommendations for the proposed improvements provided in the following sections of this report are based on the subsurface conditions encountered in the boring performed.

On Site Soil Suitability

The suitability of soils for reuse in construction should be evaluated against the project engineering fill requirements. All fill should be placed in accordance with current Polk County specifications.

In general, the soils of Stratum 1 (SP/SP-SM) may be moved and used for grading purposes, site leveling, general engineering fill, structural fill and backfill in other areas, provided the fill is free of organic materials, clay, debris or any other material deemed unsuitable for construction and evaluated against engineering fill requirements. The appropriate Polk County Specifications should be consulted to determine the specific use/suitability of the soil types encountered during construction.

Site Preparation

Prior to construction, the location of any existing underground utilities within the construction area should be established. Provisions should then be made to relocate any interfering utility lines within the construction area to appropriate locations and backfilling the excavation with compacted structural fill. In this regard, it should be noted that if abandoned underground pipes are not properly removed or plugged, they might serve as conduits for subsurface erosion, which subsequently may result in excessive settlement.

The site should be cleared of surface vegetation, existing structures (including foundations), pavement and any apparent deleterious materials. As a minimum, it is recommended that the clearing operations extend to the depth needed to remove material considered deleterious at least 5 feet beyond the proposed development area. Deleterious materials to be removed may include roots, stumps, organic soils and/or structure remnants including existing foundations, brick, concrete or other buried debris. Buried debris, if left in place, can provide conduits for erosion resulting in excessive settlement of overlying soils over time. Fill placement and subgrade preparation recommendations are presented in the “Construction Considerations” section of this report.

Pavement Considerations

Actual pavement section thickness should be provided by the design civil engineer based on traffic loads, volume, and the owner's design life requirements. The following sections represent minimum thicknesses representative of typical load and construction practices and as such periodic maintenance should be anticipated. All pavement materials and construction procedures should conform to the appropriate City or County requirements.

In general, following the completion of the recommended clearing and grading operations, the compacted fill and natural shallow sandy soils should be acceptable for construction and support of a flexible (limerock, crushed concrete, or shell base) type pavement section or rigid (concrete) pavement section.

Any fill utilized to elevate the cleared pavement areas to subgrade elevation should consist of relatively clean (maximum 12% passing #200 sieve sizes) sands uniformly compacted to a minimum depth of 12 inches to a minimum density of 95% of the modified Proctor maximum dry density. In flexible pavement areas we recommend 12 inches of Type B stabilized subgrade (LBR = 40) below the base course compacted to a minimum density of 98% of the modified proctor maximum dry density. Traffic should not be allowed on the subgrade as the base is placed to avoid rutting. The subgrade should be checked for soundness and be true to line and grade prior to the placement of the base course.

The choice of pavement base type will depend on final pavement grades in relation to the seasonal high groundwater levels presented in this report. If a minimum separation of 18 inches between the bottom of the base and the seasonal high groundwater level is obtained, then a limerock, shell, or crushed concrete base can be utilized. A crushed concrete base should be utilized if the separation between final grade and the seasonal high groundwater is a minimum of 12 inches and less than 18 inches. Base material elevations should not be designed for saturated conditions. If the designer wishes to have base material closer than 12 inches to the SHGWT, then an underdrain system should be utilized that will maintain the 12 inches of separation. The SHGWT should be re-established relative to a known elevation prior to setting final grades. Limerock, shell and crushed concrete base material should meet Florida Department of Transportation (FDOT) requirements including compaction to a minimum density of 98% of the modified Proctor maximum dry density. Limerock and shell base should have a minimum Limerock Bearing Ratio (LBR) of 100%. Crushed concrete should be graded in accordance with FDOT Standard Specification and have a minimum LBR of 150%. As a guideline for pavement design, we recommend that the base course be a minimum of 6 inches thick in parking areas and 8 inches thick in heavily traveled drives. Before paving, the base should be checked for soundness.

The asphaltic concrete structural course should consist of at least one and one-half (1½) inches of Type SP asphaltic concrete material. The asphaltic concrete should meet standard FDOT material requirements and placement procedures as outlined in the current FDOT Standard Specifications.

As an alternate to the above referenced flexible pavement design, a rigid (concrete) pavement design could be used. The concrete should have a minimum compressive strength of 4,000 psi at 28 days when tested in accordance with ASTM C-39. Based on our experience, a minimum thickness of five (5) inches should be utilized for standard duty applications and a minimum thickness of six (6) inches should be utilized for heavy-duty applications. The steel reinforcement within the concrete pavement should be designed by the project civil engineer. The subgrade soils should be compacted to a minimum density of 95% of the modified Proctor maximum dry density.

CONSTRUCTION CONSIDERATIONS

General

It is recommended that Tierra be retained to provide observation and testing of construction activities involved in the earthwork and related activities of this project. Tierra cannot accept any responsibility for any conditions, which deviate from those described in this report, if not engaged to provide construction observation and testing for this project.

Fill Placement and Subgrade Preparation

The following are our recommendations for overall site preparation and mechanical densification work for the construction of the proposed improvements based on the anticipated construction and our test boring results. These recommendations should be used as a guideline for the project general specifications prepared by the design engineer.

1. The site should be cleared; this primarily includes removing any deleterious materials currently on the site such as pavement and vegetation. It is recommended that any undesirable material be removed to the satisfaction of Tierra prior to beginning construction at the site. Resulting excavations should be backfilled with compacted structural fill. As a minimum, it is recommended that the clearing operations extend at least five (5) feet beyond the development perimeters.

2. It is recommended that the subgrade within the pavement areas be compacted to a dry density of at least 95% of the Modified Proctor maximum dry density to a minimum depth of one (1) foot below stripped grade.

3. Following satisfactory completion of the initial compaction, pavement areas may be brought up to finished subgrade levels, if needed, using structural fill. Imported fill should consist of fine sand with less than 12% passing the No. 200 sieve, free of rubble, organics, clay, debris and other unsuitable material. Fill should be tested and approved prior to acquisition. Approved sand fill should be placed in loose lifts not exceeding 12 inches in thickness and should be compacted to a minimum density of 95% of the Modified Proctor maximum dry density. Density tests to confirm compaction should be performed in each fill lift before the next lift is placed.

4. Prior to beginning compaction, soil moisture contents may need to be controlled in order to facilitate proper compaction. If additional moisture is necessary to achieve compaction objectives, then water should be applied in such a way that it will not cause erosion or removal of the subgrade soils. Moisture content within the percentage range needed to achieve compaction is recommended prior to compaction of the natural ground and fill.

A representative from our firm should be retained to provide on-site observation of earthwork and ground modification activities. Density tests should be performed in the top one (1) foot of compacted existing ground and each fill lift. It is important that Tierra be retained to observe that the subsurface conditions are as we have discussed herein, and that fill placement is in accordance with our recommendations.

Drainage and Groundwater Concerns

The groundwater levels presented in this report are the levels that were measured at the time of our field activities. Fluctuation should be anticipated. We recommend that the Contractor determine the actual groundwater levels at the time of the construction to determine groundwater impact on the construction procedure.

REPORT LIMITATIONS

The analyses, conclusions and recommendations contained in this report are professional opinions based on the site conditions and project layout described herein and further assume that the conditions observed in the exploratory borings are representative of the subsurface conditions throughout the site, i.e., the subsurface conditions elsewhere on the site are the same as those disclosed by the borings. If, during construction, subsurface conditions different from those encountered in the exploratory borings are observed or appear to be present, we should be advised at once so that we can review these conditions and reconsider our recommendations where necessary.

This report was prepared for the exclusive use of Pennoni and their client for evaluating the design of the project as it relates to the geotechnical aspects discussed herein. It should be made available to prospective contractors for information on factual data only and not as a warranty of subsurface conditions included in this report. Unanticipated soil conditions may require that additional expense be made to attain a properly constructed project. Therefore, some contingency fund is recommended to accommodate such potential extra costs.

APPENDIX

Boring Location Plan

Soil Profiles

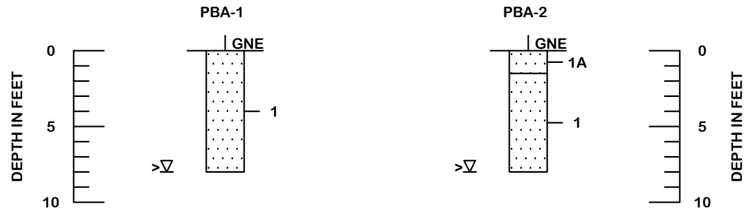
BORING LOCATION PLAN

0 100'

PLAN SCALE



SOIL PROFILES



LEGEND

1 — BROWN TO DARK BROWN SAND TO SAND WITH SILT (SP/SP-SM)

A - WITH DEBRIS (ROOF TILE, ETC.)

SP — UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW

GNE — GROUNDWATER TABLE NOT ENCOUNTERED

>▽ — ESTIMATED SEASONAL HIGH GROUNDWATER TABLE IS DEEPER THAN DEPTH SHOWN

DRAWN BY: SW

CHECKED BY: BJ

APPROVED BY: KHS

DATE: APR 2026

ENGINEER OF RECORD: KEVIN H. SCOTT, P.E.

FLORIDA LICENSE NO.: 65514

TIERRA
7351 Temple Terrace Highway
Tampa, Florida 33637
Phone: 813-989-1354 Fax: 813-989-1355

SCALE: NOTED

PROJECT NUMBER: 6511-26-125

GEOTECHNICAL ENGINEERING SERVICES

TOWN HALL PARKING

POLK COUNTY, FLORIDA

SHEET 1

SECTION 03 10 00

FORMWORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. Requirements specified in the Conditions of the Contract and Division 01 form a part of this Section. Provide formwork for cast-in-place concrete as indicated, specified, and required.

B. Work Included in This Section. Principal items are:
   1. Furnishing, erection, and removal of forms.
   2. Shoring and bracing of formwork.
   3. Setting of embedded items, and in non-waterbearing locations setting of pipe sleeves for mechanical and electrical work under direction of respective trade requiring holes for passage of pipe or conduit.

C. Related Work Not Included in This Section.
   1. Furnishing embedded items with setting instructions.
   2. Reinforcement.
   3. Concrete mixing, placing and finishing.
   4. Waterstops.
   5. Precast concrete

1.02 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies. The requirements of OSHA Part 1926, Section 1926.701 and applicable governing public authorities apply to the Work of this Section. The Contractor shall prepare and maintain at least one copy of the required drawings at the site. Design of the structures shown on the Drawings does not include any allowance or consideration for imposed construction loads. Forms, shoring and falsework shall be adequate for imposed live and dead loads, including equipment, height of concrete drop, concrete and foundation pressures, stresses, lateral stability, and other safety factors during construction.

B. Standards and Tolerances. Formwork shall comply with ACI 347R-88 Recommended Practice for Concrete Formwork, except as exceeded by the requirements of regulatory agencies or as otherwise indicated or specified. Formwork shall be designed and constructed to produce finished concrete conforming to tolerances given in ACI 117-90.

1.03 SUBMITTALS

The submittals shall be in accordance with Division 1 and the additional information herein.

A. Concrete construction joints and expansion joints shall be of the types and locations indicated. Submit shop drawings for approval showing proposed location and type of required

construction for any joints not shown on the Drawings, and sequence of forming and concrete placing operations. Submit shop drawings for review at least 21 working days in advance of form fabrication.

PART 2 - PRODUCTS

2.01 FORM COATING

A. Non-grain-raising and non-staining resin or polymer type that will not leave residual matter on surface of concrete or adversely affect bonding to concrete of paint, plaster, mortar, protective coatings, waterproofing or other applied materials. Coatings containing mineral oils, paraffins, waxes, or other non-drying ingredients are not permitted.

2.02 LUMBER

A. WWPA No. 1 Structural Light Framing or No. 1 Structural Joists and Planks, or equal. Board forms, if used, shall be No. 2 Common or better, T&G or shiplap, S1S2E or better.

2.03 PLYWOOD

A. Plywood shall conform to U.S. Product Standard PS-1 and shall bear APA or DFPA grade mark

B. General Use. Exterior type, Grade B-B Plyform, Class I, minimum 5/8" (16mm) thickness. Mill-oiling is not permitted.

C. Smooth Surface. Use one or more of the following materials, or equal:
   1. HDO coating two sides on Plyform, Class I, Exterior.
   2. Exterior Type Grade B-B Plyform, Class I, having 1/8" (3.22mm) thick fully adhesive bonded facing on one side of tempered structural hardboards.
   3. Birch hardwood plywood, all plies of Arctic white birch, panel faces on both sides phenolic plastic impregnated and faced with phenolic plastic by the hot press process, panel edges factory sealed, bearing manufacturer's logo in lieu of grade mark.

2.04 METAL FORM TIES

A. Prefabricated rod, snap-off, or threaded internal disconnecting type of tensile strength to resist all imposed loads. Ties shall leave no metal within 1-1/2" (38mm) of concrete surfaces after removal. Snap-off type ties shall have integral washer spreaders (cones) of diameter to fully close tie holes in forms. Ties shall be equipped with an integral waterstop which shall remain in place in waterbearing structures. "Pencil-Rods" will not be allowed.

2.05 METAL FORMS

A. True to detail, good condition, clean, free from dents, bends, rust and oil. Panel forms such as Symons or Advance are acceptable, provided oiled plywood liners are not used, and provided new, or used in approved good condition, serviceable plastic-coated plywood liners are supplied for this project.

2.06 FORM JOINT SEALERS

A. For joints between form panels, use resilient foam rubber strips, nonhardening plastic type caulking compound free of oil, or waterproof pressure-sensitive plastic tape of minimum 8 mil thickness and 2" (50mm) width. For form tie holes, use rubber plugs, plastic caulking compound, or equal.

2.07 MOLDS

A. For grooves, drips, rebates, profiles, chamfers, and similar items, smooth milled pine or douglas fir coated with specified form coating, or standard product extruded polymer plastic units of the indicated or required shapes.

PART 3 - EXECUTION

3.01 FORM TYPES

A. Smooth Surface Concrete. Use specified smooth surface plywood or metal forms, as approved, for interior and exterior exposed above-grade concrete and all formed concrete in contact with liquids, waterproofing and protective coatings.

B. General Concrete. Use either plywood or board forms for concealed surfaces or form as specified for smooth surface concrete. Earth forming may be used only with the prior approval of the Consultant.

3.02 SHORING AND FALSE WORK

A. Distribute loads properly over base area on which shoring is erected, either concrete slabs or ground; if on ground, protect against undermining or settlement, particularly against wetting of soils.

B. Alignment. Construct forms to produce in finished structure all lines, grades, and camber as required.

C. Camber. Provide jacks, wedges, or similar means to induce camber and to take any settlement in formwork which may occur either before or during placing of concrete. Camber for beams and slabs shall be as and where indicated on drawings. Perform screeding in such manner as to maintain beam depths and slab thicknesses.

3.03 FORM CONSTRUCTION

A. Build forms to exact shapes, sizes, lines, and dimensions as required to obtain accurate alignment, location and grades, and level and plumb work in finished structures. Provide for openings, offsets, keyways, recesses, moldings, reglets, chamfers, blocking, joint screens, bulkheads, anchorages, and other required features. Make forms easily removable without hammering or prying against concrete. Use approved metal spreaders to provide accurate spreading of forms. Construct forms so that no sagging, leakage, or displacement occurs during

and after pouring of concrete. Coat forms with specified coating material only prior to placement of reinforcing steel; do not allow coating to contact reinforcing bars. Layout form panels in a regular and symmetrical pattern.

B. Chamfers. Provide 3/4" x 3/4" (20mm x 20mm) chamfer strips for all exposed concrete corners and edges unless otherwise indicated.

C. Recesses, Drips and Profiles. Provide types shown and required.

D. Form Joints and Tie Holes. Seal joints between form panels with specified foam plastic strips, caulking compound, or tape. Unless form tie spreaders fully seal tie holes in forms, seal around ties with specified materials and prevent leakage of concrete mortar. Form ties shall occur in a regular pattern.

E. Form Windows. Provide windows in forms wherever directed or necessary for access for concrete placement, vibration, and inspection. Windows shall be of size adequate for tremies and vibrators, spaced at maximum 8 ft. (1.8m) centers, as approved by the Consultant.

F. Cleanouts and Cleaning. Provide temporary openings in wall forms for cleaning and inspection. Prior to pouring, clean all forms and surfaces to receive concrete.

G. Reglets and Rebates. Properly form all required reglets and rebates to receive flashing, frames, and other equipment. Dimensions, details, and precise positions of all such reglets and rebates shall be ascertained from the trades whose work is related to or contingent upon same, and the concrete work formed accordingly.

H. Re-use. Clean and recondition form material before each reuse. Unsatisfactory material (in the opinion of the Consultant) shall be rejected and removed from the site.

3.04 EMBEDDED PIPING AND ROUGH HARDWARE

A. All trades which require openings for the passage of pipes, conduits, and other inserts shall be consulted and the necessary pipe sleeves, anchors, or other required inserts shall be properly and accurately installed. Openings shall be reinforced as indicated and required. Conduits or pipes shall be located so as not to reduce the strength of the construction, and in no case shall pipes other than conduits be placed in a slab 4-1/2" (11cm) or less in thickness. Conduit embedded in a concrete slab shall not have an outside diameter greater than 1/3 of the thickness of the slab nor be placed below bottom reinforcing steel or over top reinforcing steel. Conduits may be embedded in walls provided they are not larger in outside diameter than 1/3 the thickness of the wall, are not spaced closer than three diameters on center, and do not impair the strength of the structure. Embedded pipes and conduits shall be supported independently from reinforcing steel in manner to prevent metallic contact and thereby prevent electrolytic deterioration. Pipes and conduits where embedded shall be placed as nearly as possible to the center line of the concrete section. All conduit, piping and other wall penetrations or reinforcements shall be subject to Consultant's review and approval.

3.05 FIELD QUALITY

A. Inspection of Forms. Refer to Section 03 30 00, "Cast-In-Place Concrete".

B. Control During Concrete Placement. Workmen shall be assigned to check forms during concrete placement and to promptly seal all mortar leaks and to correct all form movement or misalignment.

C. Embedded Items. Prior to the placement of concrete within the forms, each trade having embedded items, including waterstops, within the forms and affected by the pour shall certify in writing that all items are properly located and braced. This certification shall be provided to the Consultant at least 24 hours in advance of pouring by the Contractor.

3.06 REMOVAL OF FORMS AND SHORING

A. Do not remove forms or shoring until concrete has attained sufficient strength to support its own weight and all imposed construction and permanent loads. Any damage to the Work resulting from early removal of forms or shoring or early imposed loading shall be corrected at no added expense to the Owner.

B. Form Removal. Minimum times for removal after concrete placement are as follows:

Beam sides but not shoring..... 3 days
Wall forms ..... 2 days
Forms for supported slabs but not sharing..... 14 days

C. Shoring and Falsework Removal. Do not remove shoring and falsework until 21 days after concrete placement or until concrete has attained at least 90 percent of the 28-day design compressive strength as demonstrated by control test cylinders, but not sooner than 14 days.

D. Restriction. Do not impose construction, equipment, or permanent loads on columns, supported slabs, or supported beams until concrete has attained the 28-day design compressive strength.

E. Concrete Curing During Removals. Concrete shall be thoroughly wetted as soon as forms are first loosened and shall be kept wet during the removal operations and until curing media is applied. Potable water supply with hoses shall be ready at each removal location before removal operations are commenced. Contractor shall bear costs and delays caused by any damage resulting from early removal of forms or shoring.

END OF SECTION 03 10 00

SECTION 03 10 01

CONCRETE MATERIALS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The work shall include the furnishing of all materials, equipment and labor required to construct all concrete work shown on the Drawings, or incidental to the proper execution of the work.

1.2 DESIGN MIX

A. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval, a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of seven day and twenty-eight (28) day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age twenty-eight (28) days as shown on the Plans or covered in other sections of these Specifications.

PART 2 - PRODUCTS

2.1 CEMENT

A. Portland cement shall conform to the latest revision of Federal and/or ASTM Specifications enumerated below:
   1. For general concrete construction, ASTM designation C-150, Type I or Type II, or Federal Specifications SS-C-192, Type I or II.
   2. For construction of sewage treatment plant and pump station structures Type II cement shall be used.
   3. Slag cement shall conform to ASTM designation C-465.
   4. Slag cement may be used in the maximum ratio of one part of slag cement by weight to six parts of total cement by weight, if approval by the Engineer, is obtained prior to use.

B. Concrete Bag Mix
   1. Quickete 5000 High Early Strength Concrete Mix #1007 or Engineer approved equal.
   2. Use of bag mix is strictly limited to non-structural use and Engineer designated locations only.
   3. The Contractor is required to strictly adhere to the mixing and installation instructions set forth by the manufacturer.
   4. Testing to be performed at Engineers discretion. Concrete not meeting design strength or not properly installed per the manufacturer is subject to removal and replacement at no additional cost to the County.

2.2 FINE AGGREGATE

A. Fine aggregate shall be clean, hard, strong, durable uncoated particles of natural sand known as Lake Wales, Interlachen or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject to the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from a recognized testing laboratory.

B. The weight of extraneous or deleterious substances shall not exceed the following percentages:

Loss by decantation - 3 percent
Shale - 1 percent
Clay lumps - 1 percent
Coal and lignite - 1 percent

C. The fine aggregate shall be reasonably well graded from coarse to fine and when tested by means of laboratory sieves, shall meet the following requirements in percent of total weight:

Total Retained On	Percent Retained
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 - 100

Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement. Such materials must meet the approval of the Engineer.

2.3 COARSE AGGREGATE

A. Coarse aggregate shall consist of hard, tough, durable components, free from adherent coatings and vegetable matter, and shall not contain soft, friable, thin or elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of the desired strength, density, and workability. The source, composition, quality and gradation of the coarse aggregate shall be subject to the approval of the Engineer. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.

B. All coarse aggregate shall be washed and shall be free from disintegrated pieces, salt, alkali, vegetable matter and adherent coatings. The total percentage of all deleterious substances shall not exceed five percent by weight. The substances designated shall not be present in excess of the following amounts:

Loss by decantation - 1 percent
Clay lumps or other soluble materials - 1/4 percent
Soft fragments - 5 percent

C. Where the cover over reinforcing is two inches or more, the maximum size of aggregate shall be

one and one-half inches. Where the cover over reinforcing is less than 2-inches, the maximum size of aggregate shall be three-quarter inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three quarters of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits:

	Percent Passing
Maximum size square mesh screen	97 - 100 percent
Maximum size square mesh screen	40 - 70 percent
No. 4 Sieve	0 - 6 percent

2.4 WATER

A. The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali or organic matter.

B. Water from any source other than a municipal water supply shall be shown by test to comply with Florida State Road Department requirements for mixing water.

2.5 REINFORCEMENT

A. Reinforcing bars shall conform to the requirements of the latest revision of Federal Specification QQ-S-632 and shall be as follows unless indicated otherwise on the plans:
1. Bent: Type II (deformed), Class B40
2. Straight: Type II (deformed), Class B40
3. Column Ties: Type I (plain), Class B40

B. Wire mesh, unless otherwise shown on the drawings or specified, shall be 6" x 6" No. 10 woven, or electrically welded wire fabric conforming to the requirements of ASTM designation A 185, latest revision.

C. Reinforcing steel shall be detailed, fabricated and placed according to the methods and standards recommended in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of the American Concrete Institute.

2.6 JOINTS

A. Water Stops
1. Materials for stops shall be 1/8-inch steel plate welded into a continuous strip, or an approved alternate material.

2.7 GROUTING AND PATCHING

A. Cement for use in grouting and patching shall be non-shrinking material free of stain-causing agents and matching the adjacent concrete in appearance.

B. Bonding Agent: To be structural epoxy adhesive conforming to ASTM-C881 Type I & II, Grade 2, Class B & C with a minimum bond strength of 1900 psi.

PART 3 - EXECUTION

3.1 REINFORCING STEEL

A. The reinforcing fabricated to shapes and dimensions shown, shall be placed where indicated on the Drawings. Before placing, all reinforcements shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond.

B. Splices in reinforcing mats shall be staggered. Horizontal mats shall be supported on metal chairs with all sills or pads below subgrade. Spacers shall be provided for wall and column steel and shall be removed as the concrete is placed.

C. The concrete covering over steel reinforcement shall be as shown on the Plans.

3.2 PROPORTIONING

A. All materials, except water, shall be proportioned into the mix by weight. Water may be proportioned either by weight or volume.

B. Delivery tickets for transit mix concrete shall show the weight of cement of each type incorporated in the batch.

C. Precise control of the proportions and amounts of all materials will be required. Unauthorized changes in proportions, or addition of water, shall be sufficient cause for rejection of the batch. The proportions of the approved design mix may be changed only upon specific approval of the Engineer. The use of admixture to improve workability will not be approved, unless such admixture is a part of the design mix and the submitted design mix test data. Only admixture of pozzolanic, cementitious or siliceous nature will be considered.

D. The amount of water used in the mix shall be kept at the minimum necessary to produce concrete of a workable consistency. Consistency shall be measured at the time of pouring by slump tests, when directed by the Engineer. The slump shall fall within the following tabulated limits:

	Slump in Inches	
Type of Structure	**Minimum**	**Maximum**
Massive sections, pavement and slabs on ground	1	4
Heavy slabs, beams or walls	3	5
Thin walls and columns, ordinary slabs or beams	3	6

3.3 MIXING AND PLACING

A. General
1. Concrete shall be machine-mixed in standard equipment in good condition, operated within its rated capacity. The batching plant shall be equipped with facilities for

measurement of dry materials by weight, and water by weight or volume. Mixing equipment may be a portable plant (job-mix), or truck mounted (transit-mix). The use of transit-mix concrete will be limited by length of haul. Transit-mixing will be required to meet the requirements for mixing time. Batching plant and handling equipment shall be of sufficient capacity to produce and place concrete without interruption or cold joints. All equipment shall be subject to the approval of the Engineer.

B. Time
1. The minimum time for mixing each batch after all materials are in the mixer shall be one minute for 1/2 to 1 1/2 cubic yard mixers, and 1 1/2 minutes for mixers over 1 1/2 cubic yard capacity. The mixer shall revolve at a uniform speed, a minimum of twelve (12) revolutions after all materials have been placed therein.
2. Neither the speed, nor the volume capacity of the mixer, shall exceed those recommended by the manufacturer. Excessive over-mixing, requiring addition of water to preserve the consistency, will not be permitted.

C. Placing
1. Concrete shall be placed before the initial set has occurred and in no event after it has contained its water content for more than sixty (60) minutes, unless documented by the testing laboratory justifying a longer truck residence time without deleterious effect.
2. The concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement and embedded fixtures in such a manner as to prevent segregation of the coarse aggregate.
3. All concrete shall be placed with the aid of mechanical vibrating equipment supplemented by hand forking or spading. Vibration shall be transmitted directly to the concrete and not through the forms. The duration of vibration at any location in the forms shall be held to the minimum necessary to produce thorough consolidation.
4. The concrete shall be placed by suitable equipment as nearly as possible to its final location and without any segregation of the aggregate. Any free vertical drop shall not exceed three feet.
5. Before depositing new concrete, on or against concrete which has set, the existing surfaces shall be cleaned of all laitance, foreign matter and loose particles, and covered with a neat cement grout. Grout for horizontal construction joints shall be of cement and fine aggregate in the same proportions as in the concrete to be placed and shall be from one-half to one inch thick.
6. Exposed formed surfaces shall be rubbed with Carborundum brick or, otherwise dressed to produce a smooth, true surface. Interior surfaces of tanks, wet wells, etc., shall be considered as exposed to a point six inches below low water level. Special care shall be taken in dressing circular structures to obtain a true circular surface.

D. Slabs
1. No special concrete or cement mortar topping course shall be used for slab finish, unless shown on the drawings. The slab shall be brought to a true and even finish by power or hand-floating. Unless otherwise specified, the surface shall be floated to a true, regular surface with a wood float and shall be steel-troweled to a smooth finish. Troweling shall be the minimum to obtain a smooth, dense surface and shall not be done until the mortar has hardened sufficiently to prevent excess fine material from being worked to the surface. All floor surfaces except those which are to be painted, shall immediately after troweling, be brushed lightly with a soft bristle janitor's push broom to produce a non-slip surface. The brushing shall be sufficient to mark the surface only, without appreciably disturbing the troweled finish.

3.4 FINISHING

A. Top surfaces which are not covered by forms, and which are not to be covered by additional concrete or backfill, shall be carried slightly above grade and struck off by board finish.

3.5 CURING AND PROTECTING

A. Curing
   1. All concrete shall be kept wet by covering with water, or approved water saturated covering, or by other method approved by the Engineer, which will keep all surfaces continuously wet, for a period of at least seven days unless otherwise directed by the Engineer.
   2. Water for curing shall be clear and entirely free from any elements which might cause staining or discoloration of the concrete.
   3. Where wood forms are left in place during curing, they shall be kept wet at all times to prevent opening at the joints and drying out of the concrete.

B. Weather Protection
   1. No concrete shall be mixed or placed when the air temperature in the shade and away from artificial heat is as low as forty (40) degrees Fahrenheit and falling. Concrete may be mixed and placed when the air temperature in the shade, and away from artificial heat is thirty-five (35) degrees Fahrenheit and rising.
   2. Fresh concrete shall be protected from rain, flowing water and mechanical injury and all concrete shall be protected from injurious action by the sun.

3.6 SAND CEMENT AND/OR SOIL CEMENT RIP-RAP

A. Where directed, the Contractor shall prepare sand cement, or if satisfactory material is available from the excavation, soil cement rip-rap.

B. The mixture shall be mixed dry at 4:1 ratio by volume of sand, or soil and Portland cement. The dry mixture shall be placed in burlap or fiber bags as required to form a basic rip-rap unit approximately eighteen (18) inches long, twelve (12) inches wide, and six (6) inches high.

C. Rip-rap shall be placed as directed to provide protection of slopes, pipe ends and bulkheads.

3.7 JOINTS

A. Water Stops
   1. Water stops shall be installed at all expansion, contraction and construction joints subject to water pressure and where indicated.

B. Expansion Joints
   1. Expansion joints shall be placed as indicated on the Plans. Joint material shall be installed as indicated and as directed by the Engineer.

C. Construction Joints
   1. Vertical construction joints will not be allowed unless detailed in the Drawings.

2. Construction joints shall be located as shown on the Plans and/or in accordance with an approved schedule of pours.

3.8 TESTING

A. Concrete and Shotcrete Testing. At Contractor's Expense, a Concrete Materials Engineering Council (CMEC) certified Testing Laboratory approved by the Consultant shall perform the concrete testing under the observation of the Engineer. All tests shall be performed by an ACI Level 1 certified technician. The technician shall observe all concrete placement and shall remain on site until all concrete has been delivered for each concrete placement.

1. Compression Tests:
   a. Test specimens shall be taken in the presence of the Engineer.
   b. Compression test specimens shall be taken during construction from the first placement of each class of concrete specified herein and at intervals thereafter as selected by the Engineer to ensure continued compliance with these Specifications. At least one set of test specimens shall be made for each 30 cubic yards of concrete/shotcrete placed. One additional test shall be taken from each 30 cubic yards or fraction, thereof, in each pour in excess of 30 cubic yards. Each set of test specimens shall be a minimum of 5 cylinders. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, unusual circumstances, and under adverse weather, or curing conditions.
   c. Clearly Date cylinder, number and tag, indicating location in structure from which sample was taken. Indicate slump test result of sample. Do not make more than one set of test cylinders from any batch of concrete.
   d. Test specimens shall be taken from manhole bottom pours of less than five cubic yards as directed by the Engineer.
   e. Compression test specimens for concrete/shotcrete shall conform to ASTM C172/C172M for sampling and ASTM C31/C31M for making and curing test cylinders. Contractor shall furnish labor and assistance for casting test cylinders, and shall furnish moist curing cabinets, as required, conforming to ASTM C31 at the site.
   f. Test specimens shall be 6-inch diameter by 12-inch high cylinders.
   g. Compression test shall be performed in accordance with ASTM C39/C39M. Two test cylinders will be tested at 7 days and two at 28 days. The remaining cylinder will be held to verify test results, if needed.
2. Air Content Tests (concrete only):
   a. Air content tests shall conform to ASTM C231/C231M (Pressure Method for Air Content).
   b. Tests for air content shall be made prior to concrete placement and whenever compression test specimens are made.
3. Slump Tests (concrete only):
   a. Slump tests shall be made in accordance with ASTM C143/C143M.
   b. Slump tests shall be made whenever compression test specimens are made.
4. Core Tests:
   a. Should strength of concrete, as indicated by tests, fall below required minimum, then additional tests of concrete which the unsatisfactory samples represent may be required by Consultant. Testing Laboratory will make such test in accordance with ASTM C42. Contractor shall fill the holes made by cutting cores with dry pack concrete. Tests for below-strength concrete shall be paid for by the Contractor

even though such tests indicate the concrete has obtained the required minimum compressive strength.

B. Responsibility for Tests and Reports
   1. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimens, and shall provide clean, moist sand or burlap for curing. Cylinders shall not be shipped to the testing laboratory until the third day following preparation and shall be protected from accidental damage at all times.
   2. The test cylinders shall be tested in a recognized commercial testing laboratory.

3.9 CAUSE FOR REJECTION

A. Should the concrete fail to conform to all the requirements of this Section, the Engineer may require the Contractor to remove the defective concrete and reconstruct the Work as directed.

END OF SECTION 03 10 01

SECTION 03 20 00

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Requirements specified in Conditions of the Contract and Division 01 form a part of this section. Provide reinforcing work, complete as indicated, specified and required.

B. Work included in this section. Principal items are:
   1. Furnishing and placing bar and mesh reinforcing for cast-in-place concrete including dowels for concrete work.

C. Related work not included in this section.
   1. Formwork, concrete and cement finish work.

1.02 QUALITY ASSURANCE

A. Code Requirements. Unless otherwise specified all work specified herein and as shown on the drawings shall conform to the applicable requirements of the Southern Building Code.

B. Testing. Materials shall be tested as hereinafter specified and unless specified otherwise all sampling and testing shall be performed by a Testing Laboratory responsible to the Owner and with cost borne by the Contractor.
   1. Test Samples. Bars, ties, and stirrups shall be selected by a Testing Laboratory representative from material at the site or from place of distribution. Selection shall include at least 2 pieces, each 18" (45cm) long, of each sampling.
   2. Required Tests.
      a. Identified Bars. Testing will not be required if reinforcement is taken from bundles as delivered from the mill, identified as to heat number and accompanied by certified mill analyses and mill test reports, and is properly tagged with Identification Certificate so as to be readily identified, unless otherwise directed by the Consultant.
      b. Unidentified Bars. When positive identification cannot be made or when random samples are taken, tests shall be made from each 5 tons (4.5 metric tons) or fraction thereof for each size. One tensile and one bend test shall be made from specimens of each size of reinforcement. Contractor shall bear costs and delays caused by testing unidentified bars.

C. Standard. Reinforcing steel installations shall conform to the specification requirements of the Concrete Reinforcing Steel Institute "Manual of Standard Practice" (herein referred to as the CRSI Manual) except as otherwise indicated or specified.

D. Field Quality Control. All continuous inspections shall be performed by "Special Inspectors" qualified and approved by Governing Building Code Authority or inspector as otherwise

qualified and approved by the Owner. Reports as required by Code shall be prepared and submitted to Consultant, Building Department, and Contractor.

1. Inspection of Reinforcing. Provide 24-hour advance notice to permit inspection of in-place reinforcement prior to closing forms and refer to applicable requirements of Section "Cast-In-Place Concrete".
2. Concreting Operations. During concrete placing, assign construction personnel to inspect reinforcement and maintain bars in correct positions at each pour location.
3. Welding Inspection. Perform shop and field welding of reinforcing steel under continuous inspection of a Special Inspector. Provide notice at least 24 hours in advance of any procedure involving the welding of reinforcement.

1.03 SUBMITTALS

A. Submit the following in advance of fabrication in conformance with applicable requirements of Division 01.

B. Shop Drawings. Submit shop drawings for reinforcing steel prepared in accordance with ACI 315, "Manual of Standard Practice for Detailing Reinforced Concrete Structures". Show layouts, bending diagrams, assembly diagrams, dimensioned types and locations of all bar laps and splices, and shapes, dimensions, and details of bar reinforcing and accessories. Include layout plans for bar supports and chairs, with typical details. Dimensions and quantities shown on the shop drawings are the responsibility of the Contractor and Consultant's approval of shop drawings shall not constitute approval of dimensions and quantities thereon.

C. Catalog Data. Submit catalog data of each bar support and of each individual type chair.

PART 2 - PRODUCTS

2.01 REINFORCING

A. Deformed bars conforming to ASTM A615-82, Grade 60 Type "S", or where seismic conditions warrant, or extensive welding is required use ASTM A706-82 unless otherwise specifically designated on Drawings.

2.02 WELDED WIRE MESH

A. Conform to ASTM A185. Furnish in flat sheets.

2.03 TIE WIRE

A. Annealed steel, 16 gage minimum.

2.04 COUPLER SPLICE DEVICES

A. Reinforcing bar coupler/splice devices which bear current I.C.B.O. Research Recommendation Approval, and which develop at least 125 percent of bar yield strength in tension may be used in lieu of lapped bar type splices. Submit for Consultant approval in each instance.

2.05 SUPPORTS AND ACCESSORIES

A. Use no aluminum, galvanized steel, plastic or stainless-steel supports or accessories. Supports as herein specified shall conform to CRSI Manual of Standard Practice, Chapter 3, for Types SB, BB, BC, JC, HC, CHC, and others of standard types as required. Use precast concrete block supports with embedded wire ties or dowels for placement on grade or on membranes. Use Class "1" plastic coated chairs and spacers at waterbearing surfaces, roofs of waterbearing structures, and at all interior or exterior surfaces exposed to view or weather in the completed structure.

2.06 DOWELS

A. Where and as designated on Structural Drawings, provide reinforcing bar dowels in new work and for anchorage to existing concrete. For anchorage where shown or required to existing construction use non-shrink epoxy type grout as approved in each instance and conforming to "Product" Article requirements of Section, "03 30 00 Cast-In-Place Concrete".

2.07 FABRICATION AND DELIVERY

A. Conform to CRSI Manual Chapters 6 and 7 except as otherwise indicated or specified. Bundle reinforcement and tag with suitable identification to facilitate sorting and placing, and transport and store at site so as not to damage material. Keep a sufficient supply of tested, approved, and proper reinforce at site to avoid delays.

B. Bending and Forming. Fabricate bars of indicated size and accurately form to shapes and lengths indicated and required by methods not injurious to materials. The Contractor shall be responsible to ensure that all appropriate bends, dimensions, etc., are incorporated to ensure reinforcing will be installed without conflicts, particularly at intersections of walls, beams, and columns. Do not heat reinforcement for bending. Bars with kinks or bends not scheduled will be rejected. Do not field bend any bars that are partially embedded in concrete, except as shown on the Drawings or specifically approved by the Consultant.

C. Reinforcing Bars for Masonry. Bars shall be detailed and fabricated at the shop, ready for installation by masons.

PART 3 - EXECUTION

3.01 PLACING

A. Unless otherwise indicated or specified, conform to CRSI Manual Chapter 8 including placement tolerances, except no reduction of concrete cover is allowable for bars at concrete surfaces.

B. Cleaning. Before placing reinforcing, and again before concrete is placed, clean reinforcement of loose mill scale, oil, mud, mortar, concrete, or other coating that might destroy or reduce bond. Do not allow form coatings, release agents, bond breaker, or curing compound to contact reinforcement. Reinforcing will not require sandblasting.

C. Concrete Coverage over reinforcing bars shall be as follows:

Concrete cast against working slab	2"
Concrete cast against earth	3"
Formed surfaces in contact with soil, sewage, water, or exposed to weather	2"
Formed surfaces not exposed to weather or in contact with soil:	
Slabs, walls and joists	1"
Beams and columns:	1 1/2"

The coverage shall be to the outer edge of ties, stirrups, bar spacers, hangers, and like items, and the reinforcing shall be detailed and fabricated accordingly.

D. Securing in Place. Accurately place reinforcement and securely wire tie in precise position at all points where bars cross. Tie stirrups to bars at both top and bottom. Bend ends of binding wires inward allowing no encroachment on the concrete cover; exercise special care at surfaces to remain exposed and unpainted. Support bars in accordance with CRSI Manual Chapter 3, Specifications for Placing Bar Supports, using approved chairs and supports.

E. Splices shall be wired contact lap splices unless otherwise indicated or approved. Splices shall conform to ACI 318, (Class B, or Class C). Lap lengths shall be as indicated on the Drawings.

1. Vertical Bars. Except as specifically detailed or otherwise indicated, splicing of vertical bars in concrete is not permitted except at the indicated or approved horizontal construction joints or as otherwise specifically detailed.

2. Horizontal Bars. Unless otherwise shown, make lap splices with at least one continuous bar between adjacent splices. Splices in any one run of bar shall be spaced at least 20 ft. (6.m) apart with splices in adjacent bars offset at least 10 ft. (3m). Where double mats of bars occur in walls, lap splices in opposite mats shall be offset at least 5 ft. (1.5m).

3. Except as otherwise indicated on the Drawings, splices in circumferential reinforcement in circular walls shall be Class C splices. Adjacent bars shall not be spliced within the required lap length.

4. Compression type mechanical connectors may be used for No. 9 or larger reinforcing bars in compression if approved in writing by the Consultant. The splice shall include concentric bearing from one bar to the other bar and shall be capable of developing 125 percent of specified yield strength. Splices in adjacent bars shall be offset at least 30 bar diameters.

F. Welding, of reinforcing bars is not permitted unless indicated or approved in each case. Welds for securing crossing bars are not allowed. Perform welding in shop or field by direct electric arc process, with thoroughly trained and experienced certified operators qualified in accordance with AWS Code. Conform all welding to AWS D1.4, "Structural Welding Code - Reinforcing Steel". Use low-hydrogen electrodes. Welds shall develop at least 125 percent of the yield strength of the connected bars.

1. Preparation. Clean surfaces to be welded of loose scale and all foreign material. Clean welds each time electrode is changed. Chip burned edges clean before welds are deposited.

2. Characteristics of Welds. When brushed with wire brushes, completed welds shall exhibit uniform section, smoothness of welded metal, feather edges without undercuts or overlays, freedom from porosity and clinkers, and good fusion with penetration into base metal. Cut out welds or parts of welds found defective with chisel and replace with proper workmanship; cutting torch for removing defective welding is not acceptable.

G. Additional Reinforcing. Provide additional reinforcing bars at sleeves and openings as indicated or required.

H. Welded Wire Mesh. Install necessary supports and chairs to hold the mesh in place during concrete pours. Straighten mesh to lay in flat plane and bend mesh as shown or required to fit work. Laps shall be no less than two complete mesh or 12 in. unless otherwise detailed. Tie every other wire at laps.

END OF SECTION 03 20 00

SECTION 033000

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Requirements specified in Conditions of Contract and Division 01 form a part of this section. Provide cast-in-place concrete work, complete as indicated, specified and required.

B. Work Included in This Section. Principal items are:
   1. All cast-in-place concrete including bases for mechanical and electrical equipment and encasement for underground conduits.
   2. Concrete finishing, patching, grouting, and crack repair.
   3. Embedded waterstops for cast-in-place concrete.
   4. Concrete curing.
   5. Sealing of joints in liquid-containing structures and elsewhere shown.

C. Related Work Not Included in This Section.
   1. Formwork and reinforcing work.
   2. Site preparation and earthwork.
   3. Precast concrete manhole and piping work.
   4. Membrane waterproof.

D. Definitions. Water Bearing Structure shall be construed to mean any structure any part of which contains water or process liquids, or which protects spaces from groundwater.

1.02 REFERENCE STANDARDS

A. Except as herein modified, concrete work shall conform to requirements of ACI 301-89, Specifications for Structural Concrete for Buildings, and to requirements of ACI 35OR-89, Concrete Sanitary Structures, and to requirements of ACI Standards and Recommended Practices, except as modified herein. The Contractor shall keep a minimum of one (1) copy of the referenced ACI and ASTM Specifications in the field office at all times.

1.03 SOURCE QUALITY CONTROL

A. Code Requirements. Unless more stringent requirements are specified herein and/or shown on the Drawings all work shall conform to the applicable requirements of the Southern Standard Building Code.

B. Testing. Materials shall be tested as hereinafter specified and unless specified otherwise all sampling and testing shall be performed by Owner approved Testing Laboratory with cost borne by the Contractor. In instances of retesting and/or reinspection because of faulty materials or methods, costs of replacement, retesting and reinspection shall be borne by the Contractor.

1. a. Portland Cement. Submit notarized Mill Certificates, provided by the cement manufacturer, including full compliance with requirements specified. In the absence of certificates, Testing Laboratory shall perform tests for each 250 barrels of cement at Contractor's expense, tests made in accordance with ASTM C150 with test made at 7 days. Cement shall be tagged for identification at location of sampling.

   b. Fly ash. Submit data and notarized certificate, provided by the fly ash supplier, that the fly ash is in compliance with ASTM C618, Class F.

2. Stone Aggregate for Concrete. Test aggregate before concrete mix is established and whenever character or source of material is changed. Include a sieve analysis to determine conformity with limits of gradation. In accordance with ASTM D75, take samples of aggregates at source of supply or at the ready-mix concrete plant.

   a. Sieve Analysis. ASTM C136.

   b. Organic Impurities. ASTM C40. Fine aggregate shall develop a color not darker than reference standard color.

   c. Soundness. ASTM C88. Loss resulting therefrom, after 5 cycles, shall not exceed 10% of coarse aggregate, 10% for fine aggregate.

   d. Abrasion of Concrete Aggregate. ASTM C131; loss shall not exceed 10-1/2% after 100 revolutions, 45% after 500 revolutions.

   e. Deleterious Materials. ASTM C33.

   f. Material Finer Than 200 (75um) Sieve. ASTM C117; not to exceed 1% for gravel, 1.5% for crushed aggregate per ASTM C33.

   g. Reactivity Potential. ASTM C289. Ratio of silica released to reduction in alkalinity shall not exceed 1.0.

1.04 CONCRETE MIX DESIGNS AND PRELIMINARY TESTS

A. At Contractor's expense, Testing Laboratory shall prepare mix designs for all cast-in-place concrete and shall perform preliminary testing in accordance with the following requirements. Test results shall be submitted to the Consultant. Or at Contractor's Option, as approved in advance of placement, structural concrete mix designs may be based upon field experience with materials to be employed when certified test results, and criteria meet or exceed herein specified requirements, and when supplier certifies that materials to be supplied are those represented by such tests. During job progress, verification of such results shall be by Independent Testing Laboratory paid for the Contractor.

B. Mix Designs.

1. Basis for Mix Designs. Design concrete mixes for workability of mix and durability of concrete. Concrete mixes shall be rigidly controlled in accordance with laboratory trial batch method or combinations of materials previously evaluated as required by Sections 5.3, Standard Building Code Requirements for Reinforced Concrete (ACI 318-89), of the American Concrete Institute and to satisfy herein specified concrete strength requirements. When in the opinion of Consultant, it becomes necessary to increase the cement content to gain the required strength, such adjustment shall be made at the Contractor's expense.

2. Compressive Strength Requirements. Unless otherwise shown on the Structural Drawings or otherwise specified herein, normal weight aggregate concrete mixes shall provide the following minimum compressive strength for use in various locations:

a. Class 1, 4,000 psi (281 kg/cm2) Concrete shall be provided throughout except as hereinafter specified. (For screeded grout at floor of structures use this Class of concrete with 3/4 in. maximum size aggregate.)

b. Class 2, 3,000 psi (211 kg/cm2) Concrete shall be provided for concrete used in: on-grade walks, paving, curbs, gutters; fence post footings; thrust blocks; and similar miscellaneous concrete structures not occurring in waterbearing structures or building structures.

c. Class 3, Three Sack (282 lbs. of cement) Concrete Mix shall be provided for encasement of pipe or conduit, for fills for over-excavations and other locations requiring similar non-structural concrete.

3. Water/Cement Plus Fly ash Ratios. Except for Class 3 concrete, mixes for normal weight aggregate concrete shall be designed within the following maximum water/cement plus fly ash ratios when concrete is to be used in the various locations:

a. For 4000 psi waterbearing structural concrete limit water/cement ratios as follows: Sanitary and sewerage fluids: 0.45 maximum.

b. For concrete subject to freezing, when wet or curing, water/cement ratios shall be no greater than 0.53.

c. For concrete to receive exposed architectural finish, water/cement ratios shall conform with hereinafter specified requirements.

d. Other Concrete. Unless otherwise specified or shown on Structural Drawings, for other normal weight concrete prepare mix designs in conformance with ACI Std. 301 with Contractor having option of selecting water/cement ratio which assures compatibility with strength and workability requirements, but not greater than 0.53.

4. Admixtures. Add to concrete mixes, upon approval prior to use, and modify mix design proportions accordingly.

C. Preliminary Strength Tests. In laboratory, prepare 9 compression test cylinders for each concrete mix design (unless more tests are required for an earlier age). Fabricate and cure cylinders in accordance with ASTM C192. Use concrete, aggregates and admixtures proposed for the concrete work. In accordance with ASTM C192, test three sets of two cylinders at 28-day age. For each mix, no individual strength test result shall fall below the required f'c (specified compressive strength).

When mix designs meeting the requirements of this specification have a prior performance history, submit mix designs with supporting data and producing plants' standard deviation in accordance with ACI 318-89.

D. Drying Shrinkage Tests. For each mix design used for preliminary strength tests, using same concrete materials including admixtures, prepare 3 test specimens for drying shrinkage testing. Drying shrinkage specimens shall be 4 in. by 4 in. by 11 in. (10.2 cm x 10.2 cm x 27.9 cm) prisms with an effective gage length of 10 inches fabricated, cured, dried and measured in accordance with ASTM C157. Specimens shall be removed from molds at an age of 23 ±1 hours after trial batching, shall be placed immediately in water at 73°F±3° for at least 30 minutes, and shall be measured within 30 minutes thereafter to determine original length and then submerged in saturated lime water at 73°F, ±3°F. Measurement to determine expansion expressed as a percentage of original length shall be made at age 7 days. This length at age 7 days shall be the base length for drying shrinkage calculations. Specimens then shall be stored immediately in a

humidity control room maintained at 73°F, ±3°F, and 50%, ±4% relative humidity for the remainder of the test. Measurements to determine shrinkage expressed as percentage of base length shall be made and reported separately for 7, 14, and 21 days of drying after 7 days of moist curing. The average drying shrinkage of each set of test specimens after 21 days of drying shall not exceed 0.036% for concrete in all portions of waterbearing structures and not exceed 0.048% for all other structural concrete, except concrete for footings, piles and pile caps will not require drying shrinkage tests. Single specimens shall be within a tolerance of 25% of said maximum percentage.

E. Reports. Submit 3 copies of each mix design, preliminary strength test report, and drying shrinkage test report with Consultant for review and approval. Contractor shall submit a letter of certification that the concrete materials, mixes, properties, and work conform to the requirements indicated and specified.

F. Sequencing. Before placing any concrete, submit to the Consultant for review and approval, a plan indicating placement sequence, location of construction joints on working drawings, finish applications, etc., to verify conformance to these specifications.

1.05 LIGHTWEIGHT CONCRETE

Lightweight concrete shall be applied by an applicator approved by the manufacturer. The manufacturer shall take a minimum of 5 test cylinders per placement. The manufacturer shall submit a letter to the Consultant, stating test results of compressive strength and density, that the application is certified and that the concrete was prepared and applied in accordance with these Specifications. At the completion of the work the manufacturer shall issue a written report stating when the fill is sufficiently dry to receive built-up roofing. A representative of the manufacturer shall be at the site to inspect material composition, placing, and weather conditions."

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in a timely manner to insure uninterrupted progress of work. Store materials in a manner that will preclude damage and permit ready access for inspection and identification.

PART 2 - PRODUCT

2.01 MATERIALS

A. Portland Cement. Standard brand of domestic portland cement, ASTM C150, Type II, low alkali and Class "F" fly ash. Use type V portland cement or Type II and Class "F" fly ash in concrete exposed to sulphate containing soils, sulphate containing brackish water or other solutions containing up to 10,000 sulphate (SO4) parts per million. Do not change brand of cement during progress of Work without written approval of Consultant.

B. Normal Weight (Stone) Aggregates. Furnish natural aggregates from approved pits, free from opaline, chert, feldspar, mica (fools gold), siliceous magnesium limestone or other deleterious or reactive substances. Conform to ASTM C33 except as modified herein. Fine aggregates shall pass a #4 (4.75 mm) sieve. In mixes for exposed aggregate (bushhammered) finish, use normal weight stone aggregates of uniform gradation and color range from the same sources throughout

to provide uniform match with selected and approved samples. Do not use pozzolan or other additives to compensate for aggregate alkali reactivity.

1. Coarse Aggregates. Clean, hard, fine-grained sound crushed rock or washed gravel which does not contain in excess of 5% in weight of flat, chip-like, thin, elongated, friable or laminated pieces, or more than 2% by weight of total amount of cherty material and soft particles, or more than 1% of chert as soft material as defined on Table 3 of ASTM C33. Consider any piece having a major dimension in excess of 5 times its average dimension to be flat or elongated.
2. Maximum Sizes. As indicated on Drawings, except for concrete in water bearing structures where coarse aggregate sizes per Table 2 of ASTM C33 shall be No. 467 (1-1/2 ins.) (3.8 cm), No. 57 (1 in.) (2.5 cm), or No. 67 (3/4 in.) (1.9 cm) as otherwise required by design, specifications and ASTM C-33, and except that coarse aggregate nominal maximum size shall not exceed one-fifth the narrowest dimension between sides of forms and reinforcing steel, one-third the depth of slabs, or three-fourths of minimum clear spacing between reinforcing bars.
3. Quality. All aggregates shall meet the test requirements of Article "Source Quality Control" hereinbefore.

C. Admixtures. Use one manufacturer's products throughout. Upon Consultant's approval of use and of a particular brand or type, assure that use is reflected in mix designs.

1. General. Use no admixture containing chlorides or triethanolamine. Admixtures used in combination shall be physically and chemically compatible and shall be so certified by each admix manufacturer and by Testing Laboratory that prepared respective mix designs.
2. Retarding-Densifier Admixture. In all classes of Concrete and in amounts recommended by manufacturer, as approved by Consultant, use water-reducing, retarding chemical admixture conforming to ASTM C 494, Type D. The admixture shall provide the following, and Contractor shall provide proof thereof at time of request for approval:
    a. Decrease drying shrinkage.
    b. Increase compressive strength at all ages up to and including five years.
    c. Increase flexural strength, modulus of elasticity, and abrasive resistance.
    d. The water-cement ratio and required strengths shall be maintained as scheduled (cement factor for a cubic yard of concrete, reduced proportionately).
    e. There shall be no loss of workability resulting from reduction in slump. If the admixture is of liquid type, it must be considered in proportioning water.
3. Air Entrainment. Use air entrainment additive conforming to ASTM C260 as approved by the Consultant.
    a. For normal weight aggregate concrete subject, after curing, to freezing temperature while wet shall contain air entrainment in accordance with ACI 318-89 and ACI 301-89.
    b. Air Entrainment for Class "1" Concrete in Water-bearing Concrete Structures, as determined in accordance with ASTM C231 or C173, shall provide air contents as follows for mixes with the following coarse aggregate sizes:

        4% ± 1-1/2% for Size 467 (1-1/2 in. (3.8 cm) nominal size)

        4% ± 1% for Sizes 57 or 67 (1 in. (2.5 cm) or 3/4 in. (1.9 cm) nominal sizes)

c. For Architectural Concrete, use uniform type and quantity to satisfy above requirements and to provide uniform finish appearance matching Consultant's selected and approved sample panels.

4. Superplasticizer. At contractor's option, as approved by Consultant, a high-range water reducing admixture (superplasticizer) conforming to ASTM C-494 Type F or G may be used to increase workability. The concrete shall be so designed that segregation and excessive bleeding shall not occur.

D. Water. From a domestic potable source.

E. Expansion Joint Material. Type I, preformed sponge neoprene expansion joint filler conforming to AASHTO Designation M-153.

F. Waterstops. Waterstops for expansion construction, and control joints shall be extruded from an elastomeric polyvinylchloride compound which contains the necessary plasticizers, resins, stabilizers, and other materials necessary to meet the performance requirements of this specification. No reclaimed or scrap PVC shall be used. Unless shown otherwise on the drawings waterstops shall be 3/8 in. (l0mm) thick by 9 in. (22.8cm) wide, serrated, with a 3/4 in. (l9mm) I.D. centerbulb. All waterstop intersections (ells, tees, crosses, etc) shall be fabricated by the manufacturer and these shall have 2 ft. (6lcm) long legs to facilitate field butt splicing.

1. Waterstops' joints shall conform to Drawing Requirements.
2. Before waterstop material is installed in any structure current test reports and written certificates must be submitted to the Consultant indicating that all waterstops meet the physical property requirements outlined in the current U.S. Army Corps of Engineers Specification CRD-C-572.
3. All in-place waterstop installations including locations and joints shall be approved by Consultant prior to placement of concrete.
4. Preformed Plastic Waterstops. Preformed plastic waterstops shall be equal to Synko-Flex as manufactured by Synko-Flex Products Company, Houston, Texas. The plastic waterstop shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler, and shall contain no solvents, irritation fumes, or obnoxious odors. The plastic waterstop shall not depend on oxidizing, evaporating or chemical action for its adhesive or cohesive strength. It shall be supplied in extruded form of suitable cross-section and of a size to seal the joint areas of concrete sections. The plastic waterstop shall be protected by a suitable removable wrapper. The preformed plastic waterstop shall meet all requirements of Federal Specifications SS-S-00210 "Sealing Compound, Preformed Plastic for Expansion Joints", Type I or Type II.

   An acceptable alternate to the preformed plastic waterstop is Waterstop-Rx by American Colloid Company of Arlington Heights, Illinois.

G. Concrete Joint Sealants. For sealing joints in non-waterbearing concrete surfaces, use materials conforming with requirements specified in Section 079200, "Sealants and Caulking". For sealing concrete joints which will be immersed or intermittently immersed in water or sewage-bearing surfaces, use: Karlee Company's "Lastex M" 100 percent solids polyurethane sealant; Mameco International's Vulkem 227, Vulkem 45, or Vulkem 245 contingent upon need for self-leveling, non-sag and atmospheric humidity at time of usage; Hunt's Seal Flex 227-U Special Reservoir Grade polyurethane sealant; or equal.

1. Primer. Use primer produced and/or recommended by sealant manufacturer.
2. Back-up Preformed Joint Filler. Use closed cell polyethylene foam or equal impervious, compatible, compressible foam material recommended for retaining sealant depth in expansion joints while curing. Use no bitumen or oil saturated material.
3. Bond Breakers, where required, shall be polyethylene tape or equal as recommended by sealant manufacturer to prevent adherence of sealant to back-up material.

H. Nonshrink Grout. Use "Masterflow 713" manufactured by Master Builders, or equal nonmetallic, nonshrinking, nonstaining, premixed, water and oil resistant, high-strength grout meeting U.S. Corps of Engineers Specification CRD-C621-80 (formerly CRD-C588-79) with manufacturer's nondisclaimer type warrantee provided.

I. Deferred Bolting Devices (D.B.D.) may be used in lieu of anchor bolts and expansion bolts where approved and shall consist of the following except as otherwise indicated. Install in accordance with current I.C.B.O. Research Report approval.
1. Anchorages shall consist of all stainless steel, Type 316, Hilti HSL heavy duty expansion anchors, Hilti HVA adhesive anchors, or equal.
2. D.B.D. will not be acceptable for anchorage of any vibrating machinery or equipment.

J. Epoxy. Epoxies for grouting, crack repair, patching, bonding or other uses shall be as follows as manufactured by Adhesive Engineering Company, Sika Chemical Company, or equal by other manufacturer. Throughout use products of single manufacturer.
1. All epoxy mixing, surface preparation and application shall be made in conformance with manufacturer's printed specifications, as approved by the Consultant.
2. For bonding new concrete to old concrete and for grouting metal anchors, use Sika's "Sikadur Hi-Mod", Adhesive Engineering Company's Concresive 1001-LPL, except Concresive 1170 or 1422 shall be used as recommended by manufacturer to satisfy entailed project temperature and surface moisture variations at time of application; or equal.
3. For patching concrete surfaces, making high strength epoxy concrete or grout, and grouting metal anchors, use: Sika's "Sikadur Hi-Mod LV"; Adhesive Engrg. Company's "Concresive 1180"; or equal.
4. For pressure injection or gravity-feed grouting, use; Sika's "Hi-Mod LV"; Adhesive Engrg. Company's "Concresive Structural Concrete Bonding Process System " as recommended by manufacturer and approved by Consultant; or equal.
5. All existing concrete that is cut or chipped and is left exposed shall receive two coats of Sika's Colma-Sol or approved equal.

K. Floor Hardener. Use L. M. Scofield Company's natural gray "Lithochrome Hardener", Master Builders' natural gray "Premixed Mastercron", or equal. Use single manufacturer's system throughout consisting of nonmetallic hardened aggregate dust-on type floor hardener applied in two shakes at a uniform total rate of coverage of 60 lbs per 100 sq. ft.

L. Liquid Curing Compound. Use "TLF" or "Clear All Resin Base" by Hunt Process Company, Burke "Rez-X", or equal conforming to ASTM C309 and providing no detrimental effects with deferred finishes. On surfaces within reservoirs or other concrete structures containing potable water, use nontoxic materials which are free of odor and taste. Submit supporting technical data

for approval. Floor hardener treated floors shall use materials only as recommended in writing by hardener manufacturer.

M. Sheet Curing Materials. ASTM C171, waterproof paper, polyethylene film or white burlap-polyethylene sheet, non-staining.

N. Provide fused aluminum oxide grits, as abrasive aggregate for nonslip finish with emery aggregate containing not less than 40% aluminum oxide and not less than 25% ferric oxide. Use material that is factory-graded, packed, rust-proof and non-glazing, and is unaffected by freezing, moisture and cleaning materials.

Products offered by manufacturers to comply with the requirements for aluminum oxide abrasive grits include the following:

a. B/C Nonslip Aluminum Oxide; Admixtures, Inc.
b. A-H Alcos/Anti-Hydro Waterproofing Co.
c. Aluminous Oxide Floor Hardener Grain; Carborundum Co.
d. Korundum Nonslip Aluminum Oxide; Concrete Service Co.
e. Alundum Nonslip Abrasive Grains; Norton Co.
f. Frictex; Sonneborn Building Products.
g. Toxgrip; Toch Bros.

O. Lightweight Concrete. All lightweight concrete shall be as specified in Section 07 22 00, Paragraph 2.01.

2.02 CONCRETE MIXES

A. 28-Day Compressive Strength. It shall be the responsibility of the Contractor to mix, place, and cure concrete which shall be of 140 lb/cu. ft. nominal density and which shall attain the compressive strengths at 28 days as designated on Structural Drawings for use in various locations.

B. Maximum Aggregate Size. Conform to paragraph 2.01 B.2, and for Class "3" use 3/4 in. (19mm) maximum size aggregate and for Class "1" and Class "2" use 1-1/2 in. (3.8cm) max. size aggregate unless otherwise designated. In no case shall the size of the coarse aggregate exceed 75% of the horizontal space between reinforcing bars or between reinforcing bars and forms.

C. Mix Designs. Conform with requirements of paragraph 1.04, "Concrete Mix Designs and Preliminary Tests". At least 30 days before any Class concrete is to be placed, the Contractor shall submit for approval, mix designs for each proposed mix made by a Testing Laboratory approved by the Owner or mix designs providing concrete having specified requirements and as standard with ready mix suppliers may be submitted in accordance with ACI 318-89.

2.03 CONCRETE MIXING

A. Concrete shall be ready-mixed, supplied from an off-site commercial ready-mix plant approved by Owner, each load accompanied by a signed certificate listing the quantity of each concrete ingredient, admixture quantity, water content and slump, and time of loading and departure from

ready-mix plant. Also include notations to indicate equipment was checked and found to be free of contaminants prior to batching.

B. Ready-Mixed Concrete. Unless approved otherwise in advance of batching all concrete of a single design mix for any one day's pour shall be from a single batch plant of a single supplier. Conform to ASTM C94, except materials, testing and mix design shall be as specified herein. Use transit mixers equipped with automatic devices for recording number of revolutions of drum.

C. Mixing Water Limitations. If water is added at the batching plant, ready-mixed concrete shall not be held in the mixer for more than 90 minutes from the time the water is added. Do not deliver ready-mixed concrete to job with the total specified amount of water incorporated therein. Withhold up to 2-1/2 U.S. gal. of water per cubic yard (12 lit. per M3), then incorporate in mix before concrete is discharged from mixer truck. If no water is added at the batching plant, measured quantities of water shall be added at the site and a minimum of fifteen minutes mixing given, or mixing to overcome segregation. Adding of water shall only be under observation of Inspector. Each mixer truck shall arrive at the job site with its water container full. In event container is not full or concrete tests to a greater slump than specified, the load is subject to rejection.

D. Job Mixed Concrete. Contractor shall obtain the approval of the Consultant for equipment and procedures proposed for job mixed concrete.

E. Consistency. Adjust quantity of water so concrete does not exceed maximum slumps specified when placed or specified water cement ratio; use minimum necessary for workability required by the part of the structure being cast. Measure consistency of concrete in accordance with ASTM Cl43. Concrete exceeding maximum slump verified by retesting will be rejected.

Part of Structure	Maximum Slump
Footings and mass concrete not reinforced	3 inches
Slabs and floors	3-1/2 inches
Columns, walls over 8 in. thick	5 inches
Walls up to 8 in. thick	5 inches
Equipment bases	5 inches

PART 3 - EXECUTION

3.01 PREPARATION BEFORE PLACING.

A. Remove excess water from forms before concrete is deposited. Divert any flow of water without washing over freshly deposited concrete. Remove hardened concrete, debris, and foreign materials from interior of forms and from inner surfaces of mixing and conveying equipment.

B. Reinforcement shall have been secured under work of Sections 03 10 00 and 03 20 00, and inspected and approved. Embedded metal shall be free of old mortar, oils, mill scale, and other encrustations or coatings that might reduce bond. Wheeled concrete-handling equipment shall not be wheeled over reinforcing nor shall runways be supported on reinforcing.

C. Wetting. Wet wood forms sufficiently to tighten up cracks. Wet other materials sufficiently to reduce suction and maintain concrete workability.

D. Earth Subgrade. Fine grade subgrades smooth and level. Lightly dampened 24 hours in advance of concrete placing, but not muddied. Remove all loose materials. Place screeds accurately at intervals not exceeding eight (8) feet. Support screeds on adjustable removable metal screed supports.

E. Aggregate Fill Base. Prepare same as earth subgrade. Center 30-mil plastic sheeting or roofing cap sheet on base course under indicated waterstop joints to retain mix fines within mix and prevent their percolation into base course.

F. Existing Concrete Surfaces. For those surfaces to which new work is to be bonded, conform with requirements herein specified in Paragraph entitled, "Joints in Concrete". For abutting surfaces which are not to be bonded to new work, prior to forming, clean surfaces to remove dirt and other deleterious substances which may contaminate or interfere with new work.

3.02 WATERSTOPS

A. Heat fuse polyvinyl chloride joints and connections in strict compliance with manufacturer's instructions including heating tools and devices. Waterstops shall be continuous in joints, following offsets and angles in joints until spliced to waterstops at intersecting joints, completely sealing the structure. Waterstops shall be aligned and centered in joints. Secure flanges of waterstops to reinforcing bars with 18 gage wire ties spaced maximum 18 in. (45.7 cm) centers. All waterstops, splices, joints, intersections, and welds shall be tested before concrete is placed. Locate waterstops where shown on drawings, and in waterbearing walls and slabs where common to: earth-bearing or earth-support; occupied areas; or above grade exposed surfaces.

3.03 JOINTS IN CONCRETE

A. Locate joints in concrete where indicated and approved. Obtain approval of points of stoppage of any pour.

B. Construction Joints. Unless otherwise shown, all construction joints shall be provided with suitable keyways or other keying methods. Clean and roughen contact surfaces of construction joints by removing entire surface and exposing clean aggregate solidly embedded in mortar matrix. Use mechanical chipping, sandblasting, or application of surface mortar retarder followed by washing and scrubbing with stiff broom. Cover and protect waterstops and other inserts from damage. The hardened concrete shall be watered and kept wet for at least 24 hours before placing new concrete. Just prior to placing adjoining concrete, slush face of construction joints with 1:2 mix of cement and sand mixed to paint consistency. At construction joints not containing waterstops, the coarseness amplitude of the prepared surface shall be 1/4 in. (6 mm) min. in accordance with ACI 318-89. The maximum spacing between construction joints shall be 30 feet.

C. Expansion Joints. Use principally to relieve slab pressures where exterior slabs abut structure and where slabs abut equipment pads. Provide where indicated, 1/2 in. (13 mm) width unless otherwise detailed. Except where synthetic rubber (sealant) sealed joints are shown or specified, provide expansion joint filler and joint sealer, filler held down 1/2 in. to 3/4 in. (13 mm to 19

mm) and sealer finished flush with surface. At synthetic rubber sealed joints, hold filler down 1/2 in. (13 mm) unless otherwise shown, ready to receive sealant.

D. Concrete Pouring Sequence. Make concrete pours for slabs on grade and structural slabs in an alternating checkerboard pattern sequence. Make concrete pours for walls in an alternating pattern sequence between indicated construction joints. In place concrete shall be cured a minimum of 7 days before contiguous pours are made.

3.04 CONVEYING AND PLACING CONCRETE

A. Do not pour concrete until reinforcing steel and forms have been inspected and approved as specified in Sections 03 10 00 “Formwork” and 03 20 00 “Concrete Reinforcement”. Notify Consultant not less than one full working day in advance of readiness for inspection of forms and reinforcing. Schedule Pre-Pour meeting to include all participants after all inspections have passed. Notify Consultant not less than 24 hours prior to concrete placement. Handle or pump no concrete utilizing aluminum equipment.

B. Weather. Do not place concrete during rain or freezing weather unless approved measures are taken to prevent damage to concrete. Concrete placed during periods of dry winds, low humidity, high temperatures, and other conditions causing rapid drying shall be initially cured with a fine fog spray of water applied immediately after finishing and maintained until final curing operations are started. Also, under hot weather conditions, steps shall be taken to reduce concrete temperature and water evaporation by proper attention to ingredients, production methods, handling, placing, protection, and curing. Subject to Consultant's approval, applicable preventative measures shall be taken for placing concrete during hot and cold weather in conformance with ACI Reports 305R-89 and 306R-88 respectively entitled, "Hot Weather Concreting", and "Cold Weather Concreting". In no case shall the temperature of concrete being placed exceed 92 degrees F.

C. Conveying. Convey concrete in accordance with ACI 304. Do not drop concrete from its point of release at mixer, hoppers, tremies, or conveyances more than 3 feet, nor through reinforcing bars in a manner that causes segregation. Provide form windows, tremies, elephant trunks, and equivalent devices as required for placement and inspection. The use of chutes for conveying or depositing concrete is not allowed except for small isolated portions of the work and only with prior approval of Consultant. Deposit concrete directly into conveyances and from conveyances to final points of repose. Deposit concrete so that the surface is kept level throughout, a minimum being permitted to flow from one portion to another.

D. Placing Concrete. Place concrete in accordance with ACI 304. Concrete shall be placed and compacted within 90 minutes after water is first added to the mix, and no concrete shall be placed after there is evidence of initial set. Retempering of concrete is not allowed.

1. Horizontal Construction Joints. Horizontal surfaces of previously placed and hardened concrete shall be wet and covered with specified brush coat of sand/cement mix then covered with a 6 in. thick layer of concrete of the design mix with 50% of coarse aggregate omitted just before balance of concrete is placed.
2. Lifts. Pour concrete into forms immediately after mixing in a manner that will prevent separation of ingredients. Except as interrupted by joints, all formed concrete shall be placed in continuous, approximately horizontal layers, the depths of which generally shall not exceed 18 inches. The Consultant will require lesser depths where necessary to ensure

each new lift is being placed while the previous layer is still soft and so the two layers can be made monolithic by penetration of the vibrators. All construction joints which will be exposed to view shall be made straight and level or plumb.

a. Walls. Pour walls of water-containing structures, including tank exterior walls, as one continuous operation from footing to top of wall between indicated construction joints at the specified pour rate. Each section of wall shall be in place at least 7 days before the adjoining wall section is cast. Shear walls and columns within tanks and other walls may have horizontal construction joints at approved locations.

b. Slabs. Pour slabs as one continuous operation between indicated or approved construction joints. Cure in-place slabs not less than 7 days prior to pouring conjugate slabs. Then continue to cure until required curing time is attained.

c. Pouring of all beams and slabs must be continuous and monolithic with the floor system where so shown on the Drawings. At least two hours must elapse after depositing concrete in walls or columns before pouring beams, etc. supported thereon.

3. Pumping Concrete. No increase in the specified slumps will be allowed and required water/cement ratios shall be maintained for concrete pumping. Aluminum tubes are not acceptable for conveying concrete. Equipment shall be capable of maintaining the specified pour rates. Conform with requirements of ACI 304, except as more stringent requirements are specified herein. Minimum conduit (tube) diameter shall be 4 inches (10.2 cm).

4. Pour Rates.

a. Vertical Elements. Place concrete in lifts as specified at a rate that does not overstress forms nor allows the top of a lift to begin to harden before the next lift is placed.

b. Slabs. Place concrete at a rate that ensures all deposits are joined to concrete that is still plastic.

c. Concrete adjoining a construction joint shall not be placed until the adjoining concrete has cured for at least seven days unless approved by the Consultant.

E. Consolidation. Effective consolidation shall be obtained by vibration, agitation, spading, and rodding until the concrete is free from voids, air bubbles, or rock pockets. Vibrators shall not be used to transport concrete within the forms. No less than one spare vibrator for each two vibrators in use on a pour, each in good working condition shall be kept on the job during pours. One experienced workman shall be assigned to the operation of each vibrator as his only duty. Operations not deemed to be satisfactory by the Consultant shall be immediately corrected.

1. Vibration. All concrete, with the exception of concrete slabs 4 in. (10 cm) or less in depth, shall be compacted with high frequency, internal mechanical vibrating equipment supplemented by hand spading and tamping. Concrete slabs 4 in. (10 cm) or less in depth shall be consolidated by wood or metal grid tampers, spading and settling with a heavy leveling straight edge. Carefully vibrate concrete around waterstops and ensure the waterstops are not bent or damaged.

a. Vibrators shall be designed to operate with vibratory element submerged in the concrete and shall have a frequency of not less than 7,000 nor greater than 12,500 impulses per minute when submerged. The vibrating equipment shall be adequate at all times in number of units and power of each unit to consolidate the concrete to the maximum practicable density so that it is free from air pockets, honeycombs, entrapped air and so it closes snugly against all surfaces of forms and embedded items.

b. Operation of Vibrators. Do not allow vibrators to contact forms or reinforcing. In vibrating a freshly placed layer of concrete, the vibrator shall be inserted vertically through the preceding layers that are still completely plastic and slowly withdrawn, producing the maximum obtainable density in the concrete without creating voids. Under no circumstances shall the vibrator enter or disturb concrete that has stiffened or partially set. The interval of vibrator placing shall not exceed 2/3 the effective visible vibration diameter of the submerged vibrator. Avoid excessive vibration that causes concrete segregation or causes an inordinate amount of entrained air to move to the face of the forms.

c. Re-Vibration of Retarded Concrete. Concrete containing retarding admixture for structural walls and columns shall be placed on a schedule that allows each layer of concrete to be in place and compacted for at least 30 minutes before the next layer of concrete is placed. Bleed water on the surface of the concrete shall be removed before additional concrete is placed and the concrete in place re-vibrated before the next lift is placed. At tops of walls and columns concrete containing excess water or fine aggregate caused by vibration shall be removed while plastic, and the space filled with compacted concrete of the correct proportions, vibrated in place.

F. Slabs. Set screeds at maximum centers, as approved and verify correct elevations and consideration for any camber in the form. Compact and tamp concrete to bring 3/8 in. (9 mm) mortar to surface, and wood float to straight edges and screeds. Make finished surfaces level or sloped as detailed, with maximum deviation of 1/4 in. (6 mm) from 10 ft. (3 m) straight edge for exposed finishes, and there shall be no low spots to impound water. Do not use steel or plastic floats of any kind for initial floating operations. Unless otherwise specified, do not apply hereinafter specified finishes until surface water disappears and surface is sufficiently hardened. Remove all bleed water and laitance as it appears.

3.05 CURING FORMED CONCRETE

A. Maintain forms containing concrete in a thoroughly wet condition until forms are removed. Maintain all concrete in a continuously moist condition for not less than 7 consecutive days after pouring. Keep concrete moist with fine fog spray until protected by curing materials. Use water curing method, specified liquid membrane-forming compound with fugitive dye, or concrete curing paper or mats, all subject to approval for each specific use.

3.06 FINISHING FORMED CONCRETE

A. Immediately remove projections and offsets. Saturate form tie holes with water and fill voids with mortar of same mix as concrete (less coarse aggregate), cure, and dry. Cut out all surface holes 1/4 inch and larger, all rock pockets and damaged surfaces to sound concrete, edges square to surface and back beveled. Apply approved epoxy concrete adhesive and fill patched area with mortar as specified for the holes; allow mortar to temper 1/2 hour before placing. Finish patches flush with adjoining surfaces and cure the same as the concrete. No other finishing operations are required for permanently concealed concrete.

B. All exposed interior and exterior formal concrete shall have a class 1 surface finish in strict conformance with requirements of Section 400-15 of FDOT Standard Specifications for Road and Bridge Construction. Without exception, concrete shall be finished no later than the day following form removal.

3.07 FINISHING SLABS AND FLATWORK

A. As specified above, initially compact, bring 3/8 in. (9.5 mm) mortar to surface and float surfaces. Finished surfaces shall be "puddle-free" and level or sloped as indicated to above specified maximum deviation limits. Surfaces which are not within these limits shall be removed and replaced at no additional cost to Owner. Patching is not acceptable. Keep surface moist with fine fog spray of water to prevent drying during finishing operations and until curing media is applied. Dusting with cement or sand during finishing operations is not permitted.

B. Precautions. Slabs have not been designed for heavy construction loads. Contractor shall repair or replace damaged slabs resulting from his use of heavy equipment or loadings as directed by the Consultant.

C. Rough Slabs. Broom surfaces of slab after initial set of concrete leaving coarse aggregate slightly exposed. Apply on following areas and surfaces:

1. Concrete to receive deferred concrete, grout or mortar.
2. Tops of footings for masonry.

D. Monolithic Trowel Finish. For all floor, slab, and flatwork surfaces not otherwise indicated or specified. After surface water disappears and floated surface is sufficiently hardened, steel trowel and retrowel to smooth surface. After concrete has set enough to ring trowel, retrowel to a smooth uniform finish free of trowel marks or other blemishes. Avoid excessive troweling that produces burnished areas.

E. Steel Float Finish. Same as monolithic trowel finish, except omit second retroweling. Apply on following area and surfaces:

1. Apply on floor slab surfaces in water-bearing structures.
2. Areas scheduled to receive resilient floor coverings.

F. Wood Float Finish. Float to screeds. When ready, finish with wood floats to a uniformly textured surface. Apply on following areas and surfaces:

1. Exterior walking surfaces exceeding 1:10 slope.

G. Swirl Non-Slip Finish. Prepare same as steel float finish, then perform final troweling with circular motion and slightly lift trowel to produce uniform swirl (sweat trowel) non-slip finishes matching sample selected by Consultant from Contractor prepared 2 ft. square sample panels. Unless otherwise specified, provide uniform coarse texture on exterior walking surfaces and fine non-slip texture on interior walking surfaces.

H. Hair Broom Finish. Provide medium broom finish produced by steel troweling followed by texturing with a stiff hair broom non-slip finish matching sample selected by Consultant from Contractor prepared 2 ft. square panels. Run texture transverse to the direction of traffic or slope. As selected, provide at exterior walks, aprons, ramps pads and similar site features.

I. Abrasive Finish. Same as Non-Slip Finish, except just before final troweling uniformly apply specified abrasive aggregate, and lock into cement matrix with final troweling. Apply on stair treads and landings.

J. Floor Hardener Application. Floor hardener shall be applied by 2-shake dust-on method to all interior exposed concrete floors using specified materials and rates of coverage.

1. Prior to initial application, arrange with material manufacturer to have his technical representative present to establish procedures when starting the hardener placement. The representative shall supervise the operation and ensure conformance with manufacturer's recommendations as to preparations, placement, floating, finishing and curing.
2. Perform work in timely manner by a skilled knowledgeable crew with sufficient finishers for entailed conditions and areas. While concrete substrate is still plastic throughout and has reached a point where no excess moisture shows on the surface apply hardener to the wood floated surface in the two dry-shake method. Float surfaces between shakes and trowel surfaces only after application of the second shake. Perform all work per manufacturer's printed recommendations.
3. Cure as work progresses using method conforming to hardener manufacturer's printed directions.

3.08 CURING SLABS AND FLATWORK

A. Apply curing media as soon as feasible after finishing operations without marring surfaces, and in any case on same day. Keep surfaces moist until curing is applied. Apply liquid compounds in strict accordance with material manufacturer's published application rates; apply 2 spray coats, second coat sprayed at right angle direction from first coat. Carefully mask and protect adjoining surfaces where compound is used.

B. Curing Period and Protection. Maintain curing materials in proper sealed condition for minimum of 14 days after application. Keep traffic on curing surfaces to minimum possible, and completely off liquid compound cured surfaces. Immediately restore any damaged or defective curing media.

C. Restriction. Do not use liquid membrane-forming curing compound within water bearing structures, or on surfaces to receive deferred concrete or masonry, or on surfaces to receive fluid-applied protective coatings or waterproofing.

D. Liquid Membrane-Forming Curing Compound. Except as restricted above, use liquid curing compound for all slabs, floors, and flatwork. On slabs having floor hardener treatment, cure such slabs in strict conformance with printed recommendations of floor hardener manufacturer.

E. Sheet Curing. Use concrete curing sheet material, all joints sealed with pressure-sensitive tape; immediately repair any tears during curing period. Verify that surfaces remain damp for full curing period, if necessary or directed, lift sheeting and wet surfaces with clean water, and replace sheeting. Use on surfaces where liquid curing is not permitted.

F. Water Curing. Alternate to either liquid curing compound or sheet curing method. All concrete, particularly exposed surfaces, shall be treated immediately after concreting or cement finishing is completed to provide continuous moist curing above 50 degrees F for at least 7 days, regardless of the ambient air temperature. Walls and vertical surfaces may be covered with continuously saturated burlap, or other approved means; horizontal surfaces, slabs, etc., shall be ponded to a depth of 1/2-inch or kept continuously wet by use of wet burlap.

1. Slabs of water retaining structures shall be wet cured continuously with wet burlap or other approved means for a minimum of 14 days if Type II cement is used or for 3 days is Type III cement is used.
2. Walls of water retaining structures shall have all their exposed surfaces covered from direct sunlight and forms left in place for a minimum of 3 days. Curing shall commence within four hours after concrete placement.
    a. In cold weather supplementary continuous warm curing (above 50 degrees F) shall provide a total of 350-day degrees (i.e., 5 days 70-degree F, etc.) of heat.
    b. In hot weather, concrete when deposited shall have a placing temperature which will not cause difficulty from loss of slump, flash set or formation of cold joints. In no case shall the temperature of concrete being placed exceed 92 degrees F.
    c. Finished surface and slabs shall be protected from the direct rays of the sun to prevent checking and crazing.

3.09 FORMED STAIRS AND STEPS

A. Run nosing with 1/2 in. (13 mm) radius straight to template and screed level. Cut risers back as indicated. At exterior locations apply coarse textured swirl non-slip abrasive finish on surfaces of treads and landings.

3.10 CHAMFERS AND FILLETS

A. Unless otherwise shown on the drawings or directed by the Owner, exposed edges of formed concrete structure shall be provided with a 3/4 in. x 3/4 in. (19 mm x 19 mm) chamfer, or shall be chamfered by means of a 3/8 in. (9.5 mm) radius rounding tool. Where fillets are shown on the drawings, they shall be formed with a 3/4 in. x 3/4 in. (19 mm x 19 mm) form chamfer or formed with a 3/8 in. (9.5 mm) radius form.

3.11 JOINTS WITH SEALANT

A. Prepare surfaces and joints, mix and apply sealant in strict accordance with the manufacturer's printed specifications by a firm specializing in this type of work for not less than five (5) years, or by the Contractor under direct supervision of the manufacturer's representative.

B. Manufacturer's Supervision. A technical representative of the sealant manufacturer shall be present at the time sealant operations are started to supervise and approve preparation, sealant mixing, and sealant applications procedures and applicators. The representative shall make frequent visits to the site to ensure the sealant installations conform to the manufacturer's instructions and shall issue a written report to Consultant covering each visit.

C. Sandblast joints to clean sound concrete, using oil-free air to provide surfaces free of oil, foreign materials, and moisture. Install foam backing in joints so sealant depth is between 1/2 and 2/3 of joint width. Isolate backing from sealant using a bond breaker such as polyethylene tape, aluminum foil, or wax paper.

D. Crack Sealing. Before and after backfilling of the tanks all cracks over 0.01" (0.25 mm) wide in concrete surfaces of tanks and other water-containing structures shall be cutout as detailed and the groove filled with backing, primer, and sealant.

3.12 FIELD QUALITY CONTROL

A. Continuous Observation. At Owner's expense, Class "1" and Class "2" concrete shall be placed under the Continuous Observation of Engineer.

B. Concrete and Shotcrete Testing. At Contractor's Expense, a Concrete Materials Engineering Council (CMEC) certified Testing Laboratory approved by the Consultant shall perform the concrete testing under the observation of the Engineer. All tests shall be performed by an ACI Level 1 certified technician. The technician shall observe all concrete placement and shall remain on site until all concrete has been delivered for each concrete placement.

1. Compression Tests. Test specimens shall be taken in the presence of the Engineer. Compression test specimens shall be taken during construction from the first placement of each class of concrete specified herein and at intervals thereafter as selected by the Engineer to ensure continued compliance with these Specifications. At least one set of test specimens shall be made for each 30 cubic yards of concrete/shotcrete placed. One additional test shall be taken from each 30 cubic yards or fraction, thereof, in each pour in excess of 30 cubic yards. Each set of test specimens shall be a minimum of 5 cylinders. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, unusual circumstances, and under adverse weather, or curing conditions. Clearly Date cylinder, number and tag, indicating location in structure from which sample was taken. Indicate slump test result of sample. Do not make more than one set of test cylinders from any batch of concrete. Test specimens shall be taken from manhole bottom pours of less than five cubic yards as directed by the Engineer..
2. Test Cylinders. Compression test specimens for concrete/shotcrete shall conform to ASTM C172/C172M for sampling and ASTM C31/C31M for making and curing test cylinders. Contractor shall furnish labor and assistance for casting test cylinders, and shall furnish moist curing cabinets, as required, conforming to ASTM C31 at the site. Test specimens shall be 6-inch diameter by 12-inch high cylinders. Compression test shall be performed in accordance with ASTM C39/C39M. Two test cylinders will be tested at 7 days and two at 28 days. The remaining cylinder will be held to verify test results, if needed..
3. Core Tests. Should strength of concrete, as indicated by tests, fall below required minimum, then additional tests of concrete which the unsatisfactory samples represent may be required by Consultant. Testing Laboratory will make such test in accordance with ASTM C42. Contractor shall fill the holes made by cutting cores with dry pack concrete. Tests for below-strength concrete shall be paid for by the Contractor even though such tests indicate the concrete has obtained the required minimum compressive strength.
4. Air Content. At time the compression test cylinders are cast, test a sample of the concrete for air content in accordance with ASTM C23l or ASTM C173.
5. Slump Tests. Slump tests shall be made in accordance with ASTM C143/C143M. Slump tests shall be made whenever compression test specimens are made.

3.13 WATER TIGHTNESS OF CONCRETE STRUCTURES

A. Structures to be tested per Section 03 90 00.

3.14 LIGHTWEIGHT CONCRETE INSTALLATION

A. Place lightweight concrete fill over the structural deck or concrete slab to the thickness as shown on the Drawings, but not less than 2-inches. Float to a uniform smooth surface suitable for the installation of roofing.

B. Lightweight concrete shall be protected from rapid drying by curing with water or by application of an approved Curing Compound.

C. Manufacturer's representative shall inspect installation of fill at completion and certify to Owner in writing that installation conforms to specifications and industry standards.

D. No traffic of any kind shall be permitted on lightweight insulating concrete for at least 48 hours after placing. It shall be the responsibility of the Contractor to protect all insulating concrete fill from damage by other trades. Where conditions are severe, or prolonged protection is required, it shall be accomplished by laying down a plywood cover.

E. Lightweight concrete manufacturer shall issue a written report stating that the fill is sufficiently dry to receive built-up roofing.

F. Provide stack vents in lightweight concrete over structural concrete slab. Provide one 6-inch vent for each 1,000 sq.ft. of slab area. Install in accordance with specifications of the National Roofing Contractors Association Bulletin 12-B."

3.15 QUALITY OF WORK

A. Concrete work which is found to be in any way defective or out of tolerance may be ordered by the Consultant to be removed and replaced. Should this occur, all costs shall be paid by the Contractor.

B. Concrete containing the following principal defects shall be repaired or replaced to the satisfaction of the Consultant, at no additional cost to the Owner.
   1. Not meeting minimum strength.
   2. Not formed properly as indicated.
   3. Not true, plumb or level.
   4. Cracks detrimental to performance or appearance.
   5. Shavings, debris, honeycomb or voids.
   6. Corners more than 5° out of true.

C. Replacement of defective concrete by Contractor shall include all expense of additional testing and inspections required as a result of such defective concrete. Repair of holes from core cutting is also included in this provision.

END OF SECTION 03 30 00

SECTION 03 40 00

PRECAST CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Requirements specified in Conditions of Contract and Division 01 form a part of this Section. Provide precast concrete drainage structures, manholes, junction boxes, roof planks and other precast concrete items as shown on the drawings and specified herein.

Provide precast roof deck as shown on Drawings and as specified herein. Included therein are bearing plates, inserts, weld plates, sleeves and bolts which are cast into the concrete members as indicated on Drawings. Provide all formwork, shoring, and falsework as required by the manufacturer and specified in Section 03 10 00, "Formwork". In this Section, the term prestressed concrete refers to precast, prestressed concrete.

Provide anchor bolts, inserts, and other accessories in cast-in-place concrete as required for installation of precast concrete units; erection including necessary shimming, welding, and removal of lifting hooks; and grouting and welding as required between precast members.

B. Work Included in this Section:
   1. Storm drainage and surface water management structures.
   2. Sanitary sewer manholes.
   3. Drainage lift station sections.
   4. Precast prestressed hollow core planks.
   5. Precast prestressed joists.
   6. Precast prestressed double tees.

C. Related Work Not Included in This Section:
   1. Trenching, backfilling, and compaction.
   2. Piping and appurtenances.
   3. Sealants and caulking.
   4. Formwork Section 03 10 00.
   5. Reinforcement Section 03 20 00.
   6. Cast-In-Place Concrete Section 03 30 00.

1.02 SUBMITTALS

A. Submittals shall be in accordance with Division 01 and to include, but not be limited to, the following:
   1. Shop drawings for review showing wall thickness, reinforcing, and the location and diameter of all penetrations.

2. Shop drawings showing the dimensions, weights and other details for all castings, grates, frames, and covers.
3. Detailed fabrication and erection drawings. Fabrication of members shall not proceed until shop drawings and calculations are approved by the Consultant. Designs submitted shall be signed and sealed by an engineer duly registered in the State of Florida. For all precast members, submit signed and sealed design calculations that include loading redistribution for any cut-outs, headers, penetrations, etc. Shop drawings shall include, but not be limited to, design loads, fabrication details, location of prestressing steel, layout plan, connection and anchorage details whether or not shown on drawings, flotation computations as needed, and member identification marks. Identification markers shall appear on manufactured units to facilitate correct field placement.
4. Inserts, hangers, pipe sleeves, and block-outs required by various trades or as indicated on the drawings shall be located and detailed on the shop drawings. Such items shall be cast as detailed. Omissions or changes in location or details by the Contractor or the various trades shall be done at the expense of the Contractor.

1.03 QUALITY ASSURANCE

A. Precast prestressed members shall be manufactured in accordance with the standards of the Prestressed Concrete Institute.

B. Manufacturers of precast items shall submit evidence indicating a minimum of 5 years of experience in the design and fabrication of the type of item being submitted.

1.04 MATERIAL STORAGE AND HANDLING

A. Precast prestressed members shall be stored off the ground in accordance with manufacturer's recommended procedures.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Precast concrete inlets, manholes, and drainage structures shall be in accordance with the requirements of ASTM C478 and Sections 425-3 and 425-5 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Precast concrete structures shall be cast using Type II cement and fly ash conforming to the requirements of ASTM C618, Class F. Concrete shall conform to the requirements of Section 03 30 00, "Cast-In-Place Concrete".

B. Castings for frames and gratings shall conform to the requirements of Section 05 50 00 “Metal Fabrications” of these specifications.

C. Sealing compound for precast concrete manholes and stormwater structures shall be equal to double ring Ram-Nec as manufactured by K. T. Snyder Company, Inc., Houston, Texas.

D. Pipe connections to plant drain manholes and plant drain pump station shall be made using a flexible connector equal to Kor-N-Seal as manufactured by NPC Systems, Inc., Milford, NH.

E. Pipe connections to drainage structures shall be made with neat Type II portland cement grout.

F. Interior and exterior coatings for plant drain manholes shall be as specified in Section 09 96 00 “Painting and Protective Coatings”. Stormwater drainage structures are to be uncoated.

2.02 MATERIALS AND DESIGN CRITERIA FOR PRESTRESSED MEMBERS

A. Prestressed members shall conform to ACI 318, ACI 301, and the standards of the Prestressed Concrete Institute. The precast roof members shall have a minimum camber of L/300. Under full live and dead load, the mid-span or maximum deflection measured from the original position of the unloaded precast member shall not exceed L/360. The limit of differential camber between any 2 adjacent members shall not exceed tolerances defined in PCI MNL-116, "Manual for Quality Control".

B. Minimum roof live load, in addition to equipment loads, shall be as shown on Drawings.

C. Concrete used in prestressed members shall develop a 28-day strength of 5,000 psi. Mix design shall be submitted to the Consultant for approval prior to manufacture of prestressed concrete items. No admixture shall contain calcium chloride. Concrete strength at transfer shall be not less than 3,500 psi. Finish on all exposed surfaces shall be as specified in Section 03 30 00 “Cast-in-Place Concrete”, Paragraph entitled, “Finishing Formed Concrete.”

D. Reinforcement.

1. Prestressing Steel; Uncoated 7-wire, stress-relieved strand in accordance with ASTM A416, Grade 250K or 270K.
2. Bars, Deformed and Plain Billet-Steel, ASTM A615, Grade 60.

E. Structural Steel Plates and Shapes. ASTM A36. Plates and shapes for connections shall not be less than 1/4-inch thick.

F. Welded Studs. In accordance with AWS D1.1.

G. Bearing Strips. High-density plastic, Korolath, or equal. Thickness shall not be less than 1/4".

H. Grout. 1-part portland cement conforming to ASTM C150 to 3 parts sand conforming to ASTM C33 and water sufficient for placement and hydration.

I. Caulking. In accordance with Section 07 92 00 “Sealants and Caulking”.

2.03 FABRICATION OF PRESTRESSED CONCRETE MEMBERS

A. Tolerances shall conform to the requirements specified in Part 8 of the PCI Design Handbook.

B. Prestressed structural concrete members shall be manufactured at an existing plant. Satisfactory evidence shall be given the Consultant to substantiate that the fabricator(s) has the organization and plant for performing the work and is capable of maintaining the schedule required.

C. Exposed surfaces shall be steel-formed, and tops of roof members shall have wood float finish.

D. Members shall be steam cured at 130-160 degrees F.

E. Inserts shall be as recommended by the manufacturer of the roof members or as indicated on the drawings and as specified herein. No inserts, fasteners, etc., shall be placed in prestressed members without approval of the manufacturer.

F. Irregularities, fins, or other projections shall be removed so the surface will have a uniform texture acceptable for protective coating. Perform all finishing in accordance with paragraph titled "Finishing Formed Concrete" in Section 03 30 00.

G. Openings. The manufacturer shall precast all deck openings 12-inch wide or larger as required for hatches, skylights, vents, etc., and as shown on the Contract Drawings. All field cuts shall have prior approval from the manufacturer and the Resident Project Representative.

PART 3 - EXECUTION

3.01 PRECAST CONCRETE STRUCTURES

A. Excavation and backfill shall conform to the requirements of Section 31 23 16 “Excavation”.

B. Precast concrete units shall be installed at the grade and alignment shown on Drawings.

C. After installation all precast units and the connecting piping shall be flushed and all silt, dirt, trash, and debris removed, and the completed system left in a clean condition ready for operation.

3.02 ERECTION OF PRESTRESSED CONCRETE MEMBERS

A. Set bearing strips where required.

B. Set items square, keeping units tight and at right angles to adjacent work.

C. Cooperate with other trades in permitting insertion of anchors, hangers, and electrical outlets.

D. For areas where slab voids are to be used as electrical raceways or mechanical ducts, provide a taped butt joint at end of slabs, making sure the voids are aligned.

E. Cracking or other defects occurring prior to erection or acceptance shall be the responsibility of the Contractor and cracked or damaged units shall be replaced as directed by the Consultant at no cost to the Owner.

F. Permanently secure in position without forcing or imposing undue stress or loads on any portion of the work.

G. Install dowel reinforcement as shown on Drawings and as required by the manufacturer. Install in conformance to Section 03 20 00, "Concrete Reinforcement".

3.03 GROUTING

A. Between Slab Edges. Fill grout key. Remove any grout that may seep through to ceiling below before it hardens.

B. At Slab Ends and Outside Edges. Provide end cap or dam in voids as required.

C. Provide aluminum flashing at all roof openings and penetrations where equipment (fans, ventilators, skylights, roof hatches, etc.) is to be installed. Finish shall be brush satin. Flashing shall be as specified in Section 07 60 00, Flashing and Sheet Metal.

3.04 TESTS FOR PRECAST, PRESTRESSED MEMBERS.

A. Concrete test specimens shall be prepared in accordance with ACI 318, at the time the concrete is deposited, to determine the concrete strength at seven and twenty-eight days. Testing shall be in accordance with Section 03 30 00, "Cast-In-Place Concrete".

B. Testing of products or concrete strength tests shall be done by an independent testing laboratory and shall be done at the expense of the Contractor.

C. The Consultant shall select 5 percent of planks and 5 percent of double tees at random during the project to be load-tested. The Contractor shall execute the tests such that the actual project loads and spans are simulated. The Contractor shall furnish the supports and weights for testing. The Consultant will witness the tests and measure initial camber and full load deflection. The Contractor shall furnish labor and equipment to perform the load tests.

END OF SECTION 03 40 00

SECTION 03 60 00

GROUTING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: The work included in this Section consists of grouting various items listed hereinafter and indicated on the Drawings:

1.2 SUBMITTALS

A. Materials and Shop Drawings: Manufacturer's literature shall be submitted for review on non-shrink grout data shall include grout properties, mixing, surface preparation and installation instructions shall be in accordance with Section 01 33 00: Submittal Procedures.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Grouting materials shall be delivered and stored in unbroken containers with seals and labels intact as packaged by the manufacturer.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Non-shrink, Nonmetallic Grout: Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Burke Non-Ferrous, Non-Shrink Grout or equal pre-mixed type.

B. Non-shrink Metallic Grout: Master Builders Embeco 636 Grout pre-mixed type.

PART 3 - EXECUTION

3.1 PREPARATION

A. All bonding surfaces shall be clean and dust and oil free.

3.2 INSTALLATION

A. Non-shrink Grout:

1. Non-shrink, nonmetallic grout shall be used for grouting column base plates, anchor bolts, reinforcing bars, pipe sleeves, machinery supports and pump base plates.
2. Non-shrink grout shall be mixed and placed as recommended by the manufacturer.
3. Grout shall be mixed as close to the work area as possible and transported quickly to its final position in a manner which will not permit segregation of materials.
4. Non-shrink grout shall be cured with water saturated burlap for at least 3 days.
5. Machinery set on grout pads shall not be operated until the grout has cured for at least 36 hours.

END OF SECTION 03 60 00

SECTION 03 90 00

LEAKAGE TESTING OF HYDRAULIC STRUCTURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Test concrete hydraulic structures for leakage as described herein.

B. All water-holding structures shall be subjected to leakage tests after the concrete has cured and reached its design strength, and before backfilled, or other work which will cover the exposed faces of the walls is begun. Where structures have multiple tank sections, each section shall be subjected to leakage tests as individual tanks.

1.2 REFERENCES

A. ACI 350/350R – Code Requirements for Environmental Engineering Concrete Structures and Commentary.

B. ACI 350.1-10 Specifications for Tightness Testing of Environmental Engineering Concrete Structures.

Requirements listed in this specification take precedence over referenced codes.

PART 2 - PRODUCTS

2.1 GENERAL

A. Water: Potable, unless otherwise approved by Engineer.

B. Piping: As required to fill and empty structures.

C. Equipment: As required to fill and empty structures:

PART 3 - EXECUTION

3.1 INSTALLATION

A. Hydrostatically test concrete structures which are intended to contain liquid to determine that they are watertight and free of detectable leaks.

3.2 INSPECTION AND TESTING

A. Prior to testing, clean exposed surfaces by thorough hosing and remove all loosened matter and wash water from the structures.

B. Conduct testing before back fill is placed against walls and after all concrete has attained the specified compressive strength.

C. Fill hydraulic structures to be subjected to leakage tests with water to the maximum liquid level line. Fill tank slowly, no more than 48 inches of water depth per day, unless otherwise approved by the Engineer. Repair any running leaks which appear during filling before continuing. After the structure has been kept full for 48 hours, it will be assumed, for the purposes of the tests, that the absorption of moisture by the concrete in the structure is complete. Then, close all valves and gates to the structure and measure the change in water surface each day for a five-day period.

D. Contractor provide reasonable access and equipment and make the measurements and observations for the required testing.

E. During the test period, examine all exposed portions of the structure, and mark all visible leaks or damp spots. All leaks or damp spots shall be later patched or corrected in a manner acceptable to the Engineer. If the level drop in water surface in a 24-hour period exceeds 1/10 of 1 percent (0.1%) of the normal volume of liquid contained in the structure, after accounting for evaporation and precipitation in open basins, the leakage will be considered excessive.

F. If leakage is detected, drain the structure, repair leaks and damp spots, refill the structure and again test for leakage. Continue this process until the level drop in water surface in a 24-hour period, with the structure full, is less than 1/10 of 1 percent (0.1%) of the volume and there are no visible leaks.

G. If any water is observed on the containment structure exterior surfaces, including joints, repaired honeycombed areas and cracks, where moisture can be picked up on a dry hand, the containment structure shall be considered to have failed.

H. All visible leaks and damp spots shall be repaired regardless of the level drop in water level.

I. Evaporation and precipitation rates shall be independently measured as part of the leakage test. by floating an evaporation pan/bucket in the structure during the test period.

J. Both the correction for excessive leakage and the removal of the damp or wet spots on walls shall be required to pass the leakage test.

K. Apply specified coatings only after acceptance of leakage testing by the Engineer, unless otherwise approved.

L. Engineer has authority to determine whether Work is defective based on these specifications.

3.3 REPAIR METHODS

A. Submit proposed repair methods to Engineer for review and approval prior to making repair.

B. Repair of holes from core cutting is also included in this provision.

C. When applicable, Contractor shall coordinate with repair product manufacturer to ensure that the proposed product and method is suitable and shall forward documentation of such to the Engineer.

D. Submit information and qualifications including any relevant certifications or training of the person(s) or subcontractor planned to make the repair. This is intended to ensure that any repair is completed without additional damage to the structure. If in the Engineer's sole discretion, contractor cannot provide reasonable evidence of capability, experience, or personnel to make the repair. Contractor may do any of the following:
   1. Submit another repair method for which the contractor does have sufficient capability or experience.
   2. Bring in acknowledged experts, to guide and oversee the repair.
   3. Hire a subcontractor who can provide reasonable evidence of capability, experience, and personnel to successfully make the repair.

E. Contractor shall make repairs and perform additional required testing at no additional cost.

F. No additional contract time will be given for repair or additional testing of structures.

G. Repair concrete not passing the leakage test in conformance with the applicable provisions of Division 03 and to the satisfaction of the Engineer.

END OF SECTION 03 90 00

SECTION 31 09 13

DRILLING AND SAMPLING

PART 1 - GENERAL

1.01 WORK INCLUDED

This section covers the work, materials, and equipment necessary for drilling one well, and sampling of subsurface materials penetrated by the drill.

1.02 SUBMITTALS

Contractor shall maintain on site a current log of work accomplished and provide this log to Engineer within 10 calendar days of well completion.

Contractor's professional geologist shall maintain on site a current log and sample cuttings, organized in a tray by 5 ft increments, of the formations penetrated and the corresponding depth while drilling and provide this log and cuttings tray to Engineer within 10 calendar days of well completion.

Contractor shall maintain samples of drill cuttings on site in a secure location. Contractor shall deliver these samples to the Water Management District if required at the conclusion of the work.

Contractor shall provide to the Engineer written recommendations on the drilling depths for setting of each of the casing strings to be used in the wells construction following drilling of the corresponding portion of the hole and also on the final depth of the open-hole portion of the well.

Drilling and sampling activities shall be overseen by a professional geologist (field oversight required). The geologist shall fill out daily reports and submit them to the engineer daily.

PART 2 - PRODUCTS

2.01 DRILLING FLUIDS

Only potable water will be used in the makeup of drilling fluids, whether employed alone or in combination with drilling additives. Drilling fluid additives shall be limited to high-grade commercial clays or commercial chemical products in common usage in this area for water well drilling. Drilling with a mixture of water and unprocessed mud, clay, or other materials will not be permitted. The drilling fluid shall possess such characteristics as are required to adequately maintain the walls of the hole. All drilling fluids are to meet the standards of NSF Standards Nos. 60 and 61.

2.02 SAMPLING CONTAINERS

Contractor shall supply resealable, one-quart plastic bags for sample storage.

2.03 SAMPLE CATCHER

Contractor shall furnish a strainer (mesh opening not larger than 0.1 inches) or other device for recovering representative samples from the drilling process.

PART 3 - EXECUTION

Contractor shall utilize appropriate best available drilling method(s) to install a potable well with a final inner casing diameter of 16-inches based on previous drilling experience in the area.

Contractor may propose alternative outer casing diameters, casing depth intervals, and/or casing configurations than described below on the Bid Form Section 004113 in the space provided for bid alternate.

3.01 SOIL SAMPLES

Collect soil samples every 10 feet and at changes in formation for all drilling and store samples in plastic bags. Mark each sample with well number and depth interval represented by sample.

3.02 PIT CASING

At the discretion of the Contractor, if deemed necessary, install a 30-inch minimum diameter steel pit casing to an appropriate depth to prevent soil collapsing and creation of subsurface voids during drilling activities. All pit casing costs shall be included in the contractor's cost to install the 24-inch surface casing.

3.03 SURFACE CASING

Install 24-inch diameter steel surface casing to a depth of approximately 135 feet. The drilling method(s) to install this surface casing will be selected in consideration of minimizing the potential for the creation of subsurface voids or in consideration of the potential loss of circulation of drilling fluids. Rotary or percussive drilling methods will be allowed. Actual depth of this surface casing must be approved by the Engineer in consultation with the Contractor and professional geologist during construction.

3.04 FINAL CASING

Drill a nominal 16-inch diameter hole to a minimum depth of 288 feet or a depth that is 10 feet into the comprehensive limestone layer (Upper Floridan Aquifer) encountered at the site. Actual depth of this hole will be determined by the Engineer in consultation with the Contractor during construction. Install and grout a 16-inch diameter steel casing in hole.

3.05 OPEN HOLE

Drill a nominal 15-inch diameter hole to an estimated depth of 628 feet. Actual depth will be based on depth required to produce 1,000 gpm (minimum) with less than 20 feet of measured drawdown after 4 hours of pumping at 1,000 gpm (i.e., specific capacity >75 gpm/ft. of drawdown). Pumping time during drilling, sand quantity testing, quality testing, and drawdown measurement activities shall be built into the drilling costs and the Contractor will not be compensated for well development time. Final depth of this hole will be approved by the Engineer in consultation with the Contractor during construction.

END OF SECTION

SECTION 31 10 00

SITE PREPARATION

PART 1 - GENERAL

1.1 SCOPE

A. Work in this section includes furnishing all labor, materials, equipment, and services required for clearing and grubbing, demolition, removal, and disposal of items as specified herein and on the plans.

PART 2 - PRODUCTS

A. No products are required to execute this work, except as the CONTRACTOR may deem necessary.

PART 3 - EXECUTION

A. CLEARING

1. Clearing shall consist of removing all natural and artificial objectionable materials from the project site or from limited areas of construction specified within the site.

2. In general, clearing shall be performed in advance of grading and earthwork operations and shall be performed over the entire area of earthwork.

B. PAVEMENT REMOVAL

1. Concrete pavements shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of one and one-half (1 1/2") inches. If a saw cut in concrete pavement falls within three (3') feet of an existing score joint, construction joint, saw joint, cold joint, expansion joint, or edge, the concrete shall be removed to that joint or edge. All saw cuts shall be parallel and/or perpendicular to the line of existing pavement. If an edge of a cut is damaged subsequent to saw cutting, the concrete shall again be sawed to a neat, straight line for the purpose of removing the damaged area.

C. MINOR DEMOLITION

1. There may be certain undetermined structures and improvements that require removal prior to the commencement of construction. Unless otherwise specified, such items become the property of the CONTRACTOR for subsequent disposal.

D. USE OF EXPLOSIVES

1. The use of explosives will not be permitted in site preparation operations.

E. BACKFILLING

1. All holes, cavities, and depressions in the ground caused by site preparation operations will be backfilled and tamped to normal compaction and graded to prevent ponding of water and to promote drainage. In areas that are to be immediately excavated, the Architect/Engineer may permit holes, to remain open.

F. DISPOSAL OF WASTE MATERIALS

1. Unless otherwise stated, materials generated by clearing, grubbing, removal, and demolition shall be known as "waste" or "spoils" and shall be removed from the site and legally disposed of by the CONTRACTOR. Similar materials may be unearthed or generated by earthwork operations. Unless otherwise specified any merchantable items become the property of the CONTRACTOR.

G. PROTECTION OF EXISTING IMPROVEMENTS AND UTILITIES

1. During construction, the CONTRACTOR shall use extreme caution to protect existing improvements and utilities.

2. Prior to the start of construction the CONTRACTOR shall coordinate and verify with the OWNER and local utility companies the location of all existing utilities to remain.

3. Also prior to construction, the CONTRACTOR shall visually inventory all damage to existing surrounding improvements and shall make a written or video record of this damage and present it to the OWNER.

4. If existing utilities or improvements are damaged during construction the CONTRACTOR shall repair the damaged improvements or utilities at no cost to the OWNER. All repairs shall, to the OWNER'S satisfaction, equal or exceed the condition of the improvements or utilities prior to the damage.

END OF SECTION

SECTION 31 23 16

EXCAVATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work: The work included under this Section consists of dewatering, excavating, trenching, sheeting/shoring, grading, backfilling, and compacting those soil materials required for the construction of the structures, piping, ditches, utility structures and appurtenances as shown on the Drawings and specified herein.

B. Definitions:

1. Maximum Density: Maximum weight in pounds per cubic foot of a specific material.
2. Optimum Moisture Content: The optimum moisture content shall be determined by ASTM D 1557 to determine the maximum dry density for relative compaction. Field moisture content shall be determined based on the fraction passing the 3/4-inch sieve.
3. Rock Excavation: Excavation of any hard-natural substance which requires the use of explosives and/or special impact tools such as jack hammers, sledges, chisels or similar devices specifically designed for use in cutting or breaking rock, but exclusive of trench excavating machinery.
4. Suitable: Suitable materials for fills shall be a non-cohesive, non-plastic granular local sand which shall be free from vegetation, organic material, marl, silt or muck. The Contractor shall furnish all additional fill material required.
5. Unsuitable: Unsuitable materials are highly organic soil (peat or muck) classified as A-8 in accordance with AASHTO Designation M 145.

C. Plan for Earthwork:

1. The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the conformation of the ground, the character and quality of the substrata, the types and quantities of materials to be encountered, the nature of the groundwater conditions, the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work.
2. Prior to commencing the excavation, the Contractor shall submit a plan of his proposed operations to the Engineer for review. The Contractor shall reflect the equipment and methods to be employed in the excavation. Prices established in the Proposal for the work to be done will reflect all costs pertaining to the work. No claims for extras based on substrata or groundwater table conditions will be allowed.

D. Trench Safety Act: The Contractor shall comply with all the requirements of the Florida Trench Safety Act (Chapter 90-96, CS/CB 2626, Laws of Florida). The Contractor shall acknowledge that included in various items of his bid proposal and in the total bid price are costs for complying with the provisions of the Act.

E. Related Work Described Elsewhere (not applicable)

F. General Design (not applicable)

1.2 FEDERAL AND STATE REGULATORY REQUIREMENTS

A. All trench excavations which exceed 5 feet in depth shall comply with the applicable trench safety standards as stated in the OSHA excavation safety standards 29 CFR S. 1926.650 Subpart P as regulated and administered by the Florida Department of Labor and Employment Security as the "Florida Trench Safety Act."

1.3 JOB CONDITIONS

A. If, in the opinion of the Engineer, conditions encountered during construction warrant a change in the footing elevation, or in the depth of removal of unsuitable material from that indicated in the soils report, an adjustment will be made in the contract price.

1.4 REFERENCES

A. Local utility standards when working within 24 inches of utility lines.

1.5 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.

C. Submit to the Engineer for review the proposed methods of construction, including dewatering, excavation, bedding, filling, compaction and backfilling for the various portions of the work. Review shall be for information only. The Contractor shall remain responsible for the adequacy and safety of the methods. Where sheeting and bracing is required for construction, the design shall be performed by a Professional Geotechnical Engineer.

1.6 QUALITY ASSURANCE

A. All publications and standard specifications referred to herein are the latest or current issue of that publication or specification as of the specification date.

B. The requirements for testing and laboratory services is specified in Section 01 40 00 – Quality Requirements.

PART 2 - PRODUCTS

2.1 GENERAL (NOT APPLICABLE)

2.2 MATERIALS AND EQUIPMENT

A. General:

1. All fill material from on and off-site sources shall be subject to the approval of the Engineer.
2. All fill material shall be unfrozen and free of organic material, trash, or other objectionable material. Excess or unsuitable material as designated by the Engineer shall be removed from the job site by the Contractor.

B. Common Fill Material:

1. Common fill shall be sand not containing stones, rock, concrete or other rubble larger than 2 inches in diameter. It shall have physical properties which allow it to be easily spread and compacted.
2. The Contractor shall utilize as much excavated material as possible for reuse in accordance with the Drawings and Specifications or as directed by the Engineer.
3. The Engineer shall direct the Contractor on the type of material allowed in certain sections of the earthwork operations.

C. Structural Fill: Structural fill shall be well graded sand to gravelly sand having the following gradation:

U.S. Sieve Size	Percent Passing by Weight
1-inch	100
No. 4	75-100
No. 40	15-80
No. 100	0-30
No. 200	0-10

D. Class I Soils: Manufactured angular, granular material, 1/4 to 1-1/2 inches (6 to 40 mm) in size, including materials having significance such as crushed stone or rock, broken coral, crushed slag, cinders, or crushed shells. Sieve analysis for crushed stone is given below separately.

1. Crushed Stone: Crushed stone shall consist of clean mineral aggregate free from clay, loam or organic matter, conforming with ASTM C33 stone size No. 89 and with particle size limits as follows:

U.S. Sieve Size	Percent Passing by Weight
1/2	100
3/8	90-100
No. 4	20-55
No. 8	5-3
No. 16	0-10
No. 50	0-5

E. Class II Soils:

1. GW: Well-graded gravels and gravel-sand mixtures, little or no fines. Fifty (50) percent or more retained on No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.
2. QP: Poorly graded gravels and gravel-sand mixtures, little or no fines. Fifty (50) percent or more retained on No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.

F. SW: Well-graded sands and gravelly sands, little or no fines. More than fifty (50) percent passes No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.

G. SP: Poorly graded sands and gravelly sands, little or no fines. More than fifty (50) percent passes No. 4 sieve. More than 95 percent retained on No. 200 sieve. Clean.

2.3 Coarse Sand: Sand shall consist of clean mineral aggregate with particle size limits as follows:

U.S. Sieve Size	Percent Passing by Weight
No. 10	100
No. 20	0-30
No. 40	0-5

2.4 Other Material: All other material, not specifically described, but required for proper completion of the work shall be selected by the Contractor and approved by the Engineer.

PART 3 - EXECUTION

3.1 PREPARATION

A. Call Local Utility Line Information service at Sunshine 811 not less than three working days before performing Work.

1. Request underground utilities to be located and marked within and surrounding construction areas.

B. Clearing and Grubbing:

1. Clearing and grubbing shall be performed in accordance with Standard Practice.

C. Protection:

1. Sheeting and Bracing:
2. Furnish, put in place, and maintain sheeting and bracing as required to support the sides of excavations, to prevent movement which could in any way diminish the width of the excavation below that necessary for proper construction, and to protect adjacent structures, and to protect workers from hazardous conditions or other damage. Such support shall consist of braced steel sheet piling, braced wood lagging and soldier beams or other approved methods. If the Owner is of the opinion that enough or proper supports have not been provided, he may order additional supports be installed at the expense of

the Contractor, and compliance with such order shall not relieve or release the Contractor from his responsibility for the sufficiency of such supports. Care shall be taken to prevent voids besides the sheeting, but if voids are formed, they shall be immediately filled and compacted. Where soil cannot be properly compacted to fill a void, lean concrete shall be used as backfill at no additional expense to the Owner.

3. The Contractor shall construct sheeting outside the neat lines of the foundation unless deemed desired otherwise for his method of operation. Sheeting shall be plumb and securely braced and tied in position. Sheeting and bracing shall withstand all pressure to which the structure or trench will be subjected. Any deformation shall be corrected by the Contractor at his own expense to provide the necessary clearances and dimensions.
4. Where sheeting and bracing is required for construction, the Contractor shall engage a Professional Geotechnical Engineer, registered in the State of Florida, to design the sheeting and bracing. The sheeting and bracing installed shall conform with the design, and certification of this shall be provided by the Professional Geotechnical Engineer.
5. The installation of sheeting, particularly by driving or vibrating, may cause distress to existing structures. The Contractor shall evaluate the potential for such distress and, if necessary, take all precautions to prevent distress of existing structures because of sheeting installation.
6. The Contractor shall leave in place to be embedded in the backfill, all sheeting and bracing not shown on the Drawings but which the Owner directs him in writing to leave in place at any time during the progress of the work for the purpose of preventing injury to structures, utilities, or property, whether public or private. The Owner may direct that timber used for sheeting and bracing be cut off at any specified elevation.
7. All sheeting and bracing not left in place shall be carefully removed in such manner as not to endanger the construction, or other structures, utilities, or property. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted for that purpose, or otherwise directed by the Owner.
8. The right of the Owner to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders, and his failure to exercise his right to do so shall not relieve the Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise, growing out of a failure on the part of the Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.
9. No wood sheeting is to be withdrawn if driven below mid-diameter of any pipe, and under no circumstances shall any wood sheeting be cut off at a level lower than one foot above the top of any pipe.

D. Pumping and Drainage:

1. The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove all water entering excavations, and shall keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels. The Contractor shall submit to the Engineer for review a plan for dewatering systems prior to commencing work. The installed dewatering system shall be in conformity with the overall construction plan. The Contractor shall be required to monitor the performance of the dewatering systems during the progress of the work and require such modifications as may be required to assure that the systems are performing satisfactorily.

2. Dewatering shall always be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at the bottom of the excavation and to preserve the integrity of adjacent structures. Well or sump installations shall be constructed with proper sand filters to prevent intermixing of finer grained soil from the surrounding ground.
3. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and pumped from the excavation to maintain a bottom free from standing water.
4. The Contractor shall take all additional precautions to prevent buoyant uplift of any structure during construction.
5. The conveying of dewatered liquids in open ditches or trenches will not be allowed. Permission to use any storm sewers, or drains, for water disposal purposes shall be obtained from the authority having jurisdiction. Any requirements and costs for such use shall be the responsibility of the Contractor. The Contractor shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and he shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored as directed by the Owner or the authority having jurisdiction, at no cost to the Owner.
6. Flotation shall be prevented by the Contractor by maintaining a positive and continuous operation of the dewatering system. The Contractor shall be fully responsible and liable for all damages which may result from failure of this system.
7. Removal of dewatering equipment shall be accomplished after the system is no longer required; the material and equipment constituting the system, shall be removed by the Contractor.
8. The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc. in order to prevent adverse effects on groundwater quality.

3.2 EXCAVATION

A. Underpin adjacent structures which may be damaged by excavation work.

B. Excavation:

1. Excavating for Structures and Utilities:

   a. Excavation work shall be performed in a safe and proper manner with appropriate precautions being taken against all hazards. Excavations shall provide adequate working space and clearances, for the work to be performed therein and for installation and removal of concrete forms. In no case shall excavation faces be undercut for extended footings.

2. Excavation shall be made to such dimensions as will give suitable room for bracing and supporting, for pumping and draining, for installing the pipelines, and for all other work required.

   a. Excavation for precast or prefabricated structures shall be carried to an elevation two (2) feet lower than the proposed outside bottom of the structure to provide space for the backfill material.
   b. Excavation for structures constructed or cast-in-place in dewatered or dry excavations shall be carried down to the 2-feet below the bottom of the structure

where dewatering methods are such that a dry evacuation bottom is exposed and the naturally occurring material at this elevation leveled and left ready to receive construction. Material disturbed below the foundation elevation in dewatered excavations shall be replaced with Class B concrete.

3. Immediately document the location, elevation, size, material type and function of all new subsurface installations, and utilities encountered during the course of construction.
4. Excavation equipment operators and other concerned parties shall be familiar with subsurface obstructions as shown on the Drawings and should anticipate the encounter of unknown obstructions during the course of the work.
5. Encounters with subsurface obstructions shall be hand excavated.
6. Excavation and dewatering shall be accomplished by methods which preserve the undisturbed state of subgrade soils. Subgrade soils which become soft, loose, "quick" or otherwise unsatisfactory for support of structures as a result of inadequate dewatering or other construction methods shall be removed and replaced with crushed stone as required by the Engineer at the Contractor's expense.
7. The bottom of excavations shall be rendered firm and dry before placing any structure or pipe. Excavated material not suitable for backfill shall be removed from the site and disposed of by the Contractor in a legal manner. The bedding schedule for pipes shall be as shown in Table 31 23 16-B.
8. Excavated material shall be stockpiled in such a manner as to prevent nuisance conditions. Surface drainage shall not be hindered.
9. All structure and pipe locations and elevations as required herein must be permanently documented by the Contractor, on the Record Drawings prior to the Engineer's approval of the Application for Payment for that work.

C. Grade top perimeter of excavation to prevent surface water from draining into excavation.

D. Trim excavation. Remove loose matter.

E. Repair or replace items indicated to remain damaged by excavation.

F. Drainage:

1. The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations and keep such excavations dry to obtain a satisfactory undisturbed subgrade foundation condition. The dewatering method used shall prevent disturbance of earth below grade.
2. All water pumped or drained from the excavated area shall be disposed of in a suitable manner without undue interference with other work, without damage to surrounding property, and in accordance with pertinent rules and regulations.
3. No construction, including pipe laying, shall be allowed in water. Groundwater shall be maintained at least two (2) feet below excavation. No water shall be allowed to come into contact with masonry or concrete within 24 hours after being placed. The Contractor shall constantly guard against damage due to water and take full responsibility for all damage resulting from his failure to do so.
4. The Contractor will be required at his expense to excavate below grade and refill with approved fill material if the Owner determines that adequate drainage has not been provided.

5. Trenches across roadways, driveways, walks, or other trafficways adjacent to drainage ditches or water courses shall not be backfilled prior to completion of backfilling the trench on the upstream side of the trafficway to prevent impounding water after the pipe has been laid. Bridges and other temporary structures required to maintain traffic across such unfilled trenches shall be constructed and maintained by the Contractor. Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches. All material deposited in roadway ditches or other water courses crossed by the line of trench shall be removed immediately after backfilling is completed and the original sections, grades, and contours of ditches or water courses shall be restored. Surface drainage shall not be obstructed longer than necessary.

G. Undercut:

1. If the bottom of any excavation is below that shown on the Drawings or specified because of Contractor error, convenience, or unsuitable subgrade due the Contractor's excavation methods, he shall refill to normal grade with fill at his own cost. Fill material and compaction method shall be as directed by the Engineer.

H. Stabilization:

1. Subgrades for concrete structures and trench bottoms shall be firm dense, and thoroughly compacted and consolidated; shall be free from mud and muck; and shall be sufficiently stable to remain firm and intact.
2. Subgrades for concrete structures or trench bottoms which are otherwise solid, but which becomes mucky on top due to construction operations, shall be reinforced with one or more layers of crushed rock or gravel. Not more than 2-inch depth of mud or muck shall be allowed to remain on stabilized trench bottoms when the pipe bedding material is placed thereon. The finished elevation of stabilized subgrades for concrete structures shall not be above subgrade elevations shown on the Drawings.
3. All stabilization work shall be performed by and at the expense of the Contractor.

I. Fill and Compaction:

1. Materials:

a. To the maximum extent available, excess earth obtained from structure and trench excavation shall be used for the construction of fills and embankments.
b. Materials used as backfill shall be free from rocks or stones larger than 2 inches in their greatest dimension; brush, stumps, logs, roots, debris, and organic or other deleterious materials; and must be acceptable to the Engineer.
c. Backfilling and construction of fills and embankments during freezing weather shall not be done except by permission of the Engineer. No backfill, fill, or embankment materials shall be installed on frozen surfaces, nor shall frozen materials be in any backfill, fill or embankment.

2. Placement and Compaction:

a. Backfill materials shall be placed in approximately horizontal layers not to exceed 8 inches in uncompacted thickness. Material deposited in piles or windrows by excavating and hauling equipment shall be spread and leveled before compaction.

b. Each layer of material being compacted shall have the best practicable uniform moisture content to ensure satisfactory compaction. The Contractor will be required to add water and harrow, disc, blade, or otherwise work the material in each layer to ensure uniform moisture content and adequate compaction. Each layer shall be thoroughly compacted by rolling or other method acceptable to the Engineer to 95 percent of maximum density at optimum moisture content as determined by the Modified Proctor Method, ASTM 01557, (latest).
c. Whenever a trench passes through a backfill or embankment, material shall be placed and compacted to an elevation 12 inches above the top of the pipe before the trench is excavated.

3. Compact and backfill excavations and construct embankments for structures according to the schedule listed in Table 31 23 16-A. Backfill schedule for pipe is listed in Table 31 23 16-B. (Modified Proctor shall be ASTM D-1557, latest):
4. Pipe shall be laid in open trenches unless otherwise indicated on the Drawings or elsewhere in the Contract Documents.
5. Excavations shall be backfilled to the original grade or as indicated on the Drawings. Deviation from this grade because of settling shall be corrected. Backfill operation shall be performed to comply with all rules and regulations and in such a manner that it does not create a nuisance or safety hazard.
6. Embankments shall be constructed true to lines, grades and cross sections shown on the Drawings or ordered by the Owner. Embankments shall be placed in successive layers of not more than 8 inches in thickness, loose measure, for the full width of the embankment. As far as practicable, traffic over the work during the construction phase shall be distributed to cover the maximum surface area of each layer.
7. If the Contractor requests approval to backfill material utilizing lifts and/or methods other than those specified herein, such request shall be in writing to the Engineer. Approval will be considered only after the Contractor has performed tests, at the Contractor's expense, to identify the material used and density achieved throughout the backfill area utilizing the method of backfill requested. The Engineer's approval will be in writing.
8. Foundation Preparation:

a. The existing ground beneath the proposed buildings shall be removed and the area proof-rolled. Any organic soils found lying in the footprint of the proposed structures shall be removed over their full area to a point at least 2 feet beyond the maximum lines of the superstructure. Proof-rolling should consist of at least 10 passes using self-propelled non-vibratory equipment. Each pass should overlap the preceding pass by 30 percent to insure complete coverage. Backfilled areas shall be compacted in 8-inch layers to a density of not less than 95 percent of the Modified Proctor Dry Density as determined by ASTM D1557 (latest) for a depth of not less than 2-feet below the bottom of the foundations or concrete slabs. Any unsuitable foundation material shall be removed and replaced with suitable material.
b. Slabs on Grade: Subgrades for concrete slabs shall be removed, backfilled, and compacted to the required grade as required to remove organic soils present. All organic soils below bottoms of concrete slabs shall be removed. All subgrade and fill material shall be compacted in 8-inch layers to a density of not less than 95 percent of Modified Proctor Dry Density as determined by ASTM D1557 (latest).

J. Trench Excavation:

1. The Contractor shall not open more trench in advance of pipe laying than is necessary to expedite the work. Four hundred (400) feet shall be the maximum length of open trench on any line under construction. All trench excavation shall be open cut from the surface.

    a. Alignment, Grade, and Minimum Cover: The alignment and grade or elevation of each pipeline shall be fixed and determined from offset stakes. Vertical and horizontal alignment of pipes, and the maximum joint deflection used in connection therewith shall be in conformity with requirements of the section covering installation of pipe.
    b. Where pipe grades or elevations are not definitely fixed by the Drawings, trenches shall be excavated to a depth sufficient to provide a minimum depth of backfill cover over the top of the pipe of 36 inches. Greater pipe cover depths may be necessary on vertical curves or to provide necessary clearance beneath existing pipes, conduits, drains, drainage structures, or other obstructions encountered at normal pipe grades. Measurement of pipe cover depth shall be made vertically from the outside top of pipe to finished ground or pavement surface elevation.

2. Limiting Trench Widths:

    a. Trenches shall be excavated to a width which will provide adequate working space and sidewall clearances for proper pipe installation, jointing, and embedment. However, minimum permissible sidewall clearances between the installed pipe and each trench wall, expressed in inches, shall be as follows:

Pipe Size	Minimum Sidewall Clearance
60	24
54	21
48	19
36 or smaller	12

    b. Stipulated minimum sidewall clearances are not minimum average clearances but are minimum clear distances which will be required.
    c. Cutting trench banks on slopes to reduce earth load to prevent sliding and caving will be permitted only in areas where the increased trench width will not interface with surface features or encroach on right-of-way limits. Slopes shall not extend lower than one foot above the top of the pipe.

3. Mechanical Excavation:

    a. The use of mechanical equipment will not be permitted in locations where its operation would cause damage to trees, buildings, culverts, and other existing property, utilities, or structures above or below ground. In all such locations, hand excavating methods shall be used.
    b. Mechanical equipment used for trench excavation shall be of the type, design, and construction, and shall be so operated, that the rough trench excavation bottom elevation can be controlled, that uniform trench widths and vertical sidewalls are obtained at least from an elevation one foot above the top of the installed pipe to the bottom of the trench, and that trench alignment is such that pipe when accurately laid to specified alignment will be centered in the trench with adequate

clearance between the pipe and sidewalls of the trench. Undercutting the trench sidewall to obtain clearance will not be permitted.

4. Pavement Cutting:

   a. Cuts in concrete pavement, asphalt pavement, and asphalt base pavements shall be no larger than necessary to provide adequate working space for proper installation of pipe and appurtenances. Cutting shall be started with an asphalt or concrete saw in a manner which will provide a clean groove for the full depth of pavement along each side of the trench and along the perimeter of cuts for structures.
   b. Asphalt pavement and asphalt base pavement over trenches excavated for pipelines shall be removed so that a shoulder not less than 6 inches in width at any point is left between the cut edge of the pavement and the top edge of the trench. Trench width at the bottom shall not be greater than at the top and no undercutting will be permitted. Pavement cuts shall be made to and between straight or accurately marked curved lines which, unless otherwise required, shall be parallel to the centerline of the trench.
   c. Pavement removed for connections to existing lines or structures shall not be greater than necessary for the installation as determined by the Engineer.

5. Artificial Foundations in Trenches: Whenever so ordered by the Engineer, the Contractor shall excavate to such depth below grade as the Engineer may direct and the trench bottom shall be brought to grade with such material as the Engineer may order installed. All piling, concrete, or other foundations made necessary by unstable soil shall be installed as directed by the Engineer. Compensation for extra excavation and piling, concrete, or other foundations, except where provided by contract unit prices, shall be made in accordance with the contract provisions for extra work.
6. Bell Holes: Bell holes shall provide adequate clearance for tools and methods used in installing pipe. No part of any bell or coupling shall be in contact with the trench bottom, trench walls, or granular embedment when the pipe is jointed.

K. Final Grading:

1. After other outside work has been finished, and backfilling completed and settled, all areas on the site of the work which are to be graded shall be brought to within three (3) inches of finished grade where sodding is required. Use of graders or other power equipment will be permitted for final grading and dressing of slopes, provided the result is uniform and equivalent to hand work. All surfaces shall be graded to secure effective drainage. Unless otherwise shown, a slope of at least one percent shall be provided.
2. After grading and where seeding is required, topsoil shall be evenly spread to a minimum depth of four (4) inches. Topsoil shall be from an Engineer approved source and shall be clear of trash, debris and surface vegetation more than four (4) inches in height.
3. Grading and surfacing shall be completed to the satisfaction of the Engineer.

L. Excess Excavated Materials:

1. Insofar as needed, suitable excavated materials shall be used in fills and embankments shown on the Drawings. All suitable excess excavated material shall be disposed of off-site by the Contractor.

2. The Contractor shall segregate different types of excavated materials (i.e. sands, clayey sands) as possible in the stockpile area. All unsuitable materials shall be disposed of by the Contractor offsite in a legal manner.
3. The Contractor shall slope and compact the stockpile with a light roller type vehicle to maintain stability.
4. The Contractor shall maintain proper soil and erosion control measures.

M. Settlement:

1. The Contractor shall be responsible for all settlement of backfill, fills, and embankments which may occur within the correction period.
2. The Contractor shall make, or cause to be made, all repairs or replacements made necessary by settlement within 30 days after notice from the Engineer or Owner.

3.3 FIELD QUALITY CONTROL

A. Section 01 77 00 - Closeout Procedures: Field inspecting, testing, adjusting, and balancing.

B. Request inspection of excavation and controlled fill operations in accordance with requirements herein.

3.4 PROTECTION

A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.

B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

TABLE 31 23 16-A
COMPACTION AND BACKFILL SCHEDULE FOR STRUCTURES

Area	Material	Compaction
Beneath structures, foundations, and slabs. (minimum 2-foot depth below concrete foundation)	Structural Fill (Para. 2.2 C)	8-inch lifts, compacted to 95% Modified Proctor maximum dry density. Fill should not be placed over any in-place soils until those layers have been compacted to 95% Modified Proctor maximum dry density.
Around structures, foundations and slabs. (minimum 2-foot spacing)	Structural Fill (Para. 2.2 C)	8-inch lifts, compacted to 95% Modified Proctor maximum dry density.
From cleared existing surface to subgrade for paved and gravel roadway surfaces.	Common Fill (Para 2.2 B)	12-inch lifts, compacted to 98% Modified Proctor maximum dry density.

TABLE 31 23 16-B
BACKFILL SCHEDULE FOR GRAVITY AND PRESSURE PIPING

				PIPE ENVELOPE				
				PRIMARY ZONE		SECONDARY ZONE		
Pipe Material	Pipe Size	Trench Condition	BEDDING Material	Material	Depth[c]	Material	Depth	Others
Ductile Iron, Stainless Steel, Culvert Pipe and Prestressed Concrete Cylinder Pipe	<16"	Normal[a]	Compacted	Coarse Sand	0.5 O.D.	Coarse Sand	0.5 O.D.+12"	
		Special[b]	Common Fill Class I	Coarse Sand	0.5 O.D.	Coarse Sand	0.5 O.D.+12"	
	≥16"	Normal[a]	Class II	Common Fill	0.25 O.D.	Common Fill	–	Class II Material should not have stones size >2". Organic content <1.1% by wt.
		Special[b]	Class I	Common Fill	0.25 O.D.	Common Fill	–	
Fiberglass, PVC and Other Plastic Pipe	<6"	Normal[a]	Coarse Sand	Coarse Sand	0.7 O.D.	Coarse Sand	0.3 O.D.+12"	
		Special[b]	Class I	Coarse Sand	0.7 O.D.	Coarse Sand	0.3 O.D.+12"	
	≥16"	Normal[a]	Class II	Class II	0.7 O.D.	Class II	0.3 O.D.+12"	
		Special[b]	Class I	Class II	0.7 O.D.	Class II	0.3 O.D.+12"	
R.C.P. and C.C.P.	<48"	Normal[a]	Class II	Class II	0.5 O.D.	Common Fill	–	
		Special[b]	Class I	Class II	0.5 O.D.	Common Fill	–	

TABLE 31 23 16-B (Continued)

BACKFILL SCHEDULE FOR GRAVITY AND PRESSURE PIPING

Pipe Material	Pipe Size	Trench Condition	BEDDING Material	Material	Depth[c]	Material	Depth	Others
	≥48"	Normal[a] Special[b]	Class II Class I	Class II Class II	0.25 O.D. 0.25 O.D.	Common Fill with max. stone size ≤2 Common Fill with max. stone size ≤2	0.75 O.D.+12" 0.75 O.D.+12"	
Pipe laid in rock (min. trench requirements) except for fiberglass and PVC pipe.	—	Rock	Class I	Class II	0.5 O.D.	Common Fill with max. stone size ≤2	0.5 O.D.+12"	
Gravity pipe (not specified above)	—	Normal	Coarse Sand	Coarse Sand	0.5 O.D.	Common Fill	0.5 O.D.+12"	
Pressure pipe (not specified above)	—	Normal	Suitable Undisturbed Earth or Compacted Common Fill	Common Fill with max. stone size ≤2	0.5 O.D.	Common Fill with max. stone size ≤2	0.5 O.D.+12"	

a. Dry soils.
b. Saturated soils.
c. Outside Diameter of pipe = O.D.

Notes:

2. No special bedding shall be required in case of suitable undisturbed earth type trench bottom.
3. Bedding thickness shall be 12 inches unless specified otherwise.
4. The backfill shall be compacted to 95% Modified Proctor maximum dry density and shall be placed in 6-inch lifts for pipe envelope and in 12-inch lifts from secondary zone to grade. Common fill shall be used as final backfill material.
5. It is intended that additional excavation be conducted to remove unsuitable material below the pipe bedding level. In areas of additional excavation, the contractor shall replace such materials with suitable materials. Over excavation, geotextile fabric, gravel blanket, granular fill and other acceptable stabilization method shall be placed within 4 feet of the bedding level or within 10 feet of the existing ground (whichever is greater depth) at no additional cost to the Owner. Construction required beyond these limits shall be executed in accordance with the General Conditions. When indicated on the Drawings, the Contractor shall remove unsuitable material below bedding level to the limits indicated and replace with coarse sand or other acceptable stabilization method up to the bedding level without any additional cost to the Owner.

END OF SECTION 31 23 16

SECTION 31 23 16.13

TRENCHING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Excavating trenches for utilities.

B. Compacted fill from top of utility bedding to subgrade elevations.

C. Backfilling and compaction.

1.2 REFERENCES

A. ANSI/ASTM D1557 Test Methods for Moisture Density Relations of Soils and Soil Aggregate Mixtures Using 10 lb (4.54 Kg) Rammer and 18-inch (457 mm) Drop.

B. ASTM D2922 Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).

1.3 DEFINITIONS

A. Utility: Any buried pipe, conduit, or cable.

1.4 SUBMITTALS

A. Shall be in accordance with Special Provisions Section

1.5 QUALITY ASSURANCE

A. Protect finished work.

B. Reshape and re compact fills subjected to vehicular traffic during construction.

1.6 FIELD MEASUREMENTS

A. Verify that survey benchmark and intended elevations for the Work are as shown on drawings.

1.7 COORDINATION

A. Coordinate work in accordance with Special Provisions Section.

PART 2 - PRODUCTS

A. FILL MATERIALS
   1. Fill Type II: As specified in Section 31 23 16 “Excavation”, unless otherwise directed.

PART 3 - EXECUTION

3.1 PREPARATION

A. Identify required lines, levels, contours, and datum.

B. Protect plant life, lawns, and other features remaining as a portion of final landscaping.

C. Protect benchmarks from excavation equipment and vehicular traffic.

D. Maintain and protect above and below grade utilities which are to remain.

E. Cut out soft porous, wet or spongy areas of subgrade not capable of required compaction. Backfill with Fill Type II and compact to density equal to or greater than requirements in FDOT Standard Specification for Road and Bridge Construction, for subsequent backfill material.

3.2 EXCAVATION

A. Excavate subsoil required for utilities.

B. Cut trenches sufficiently wide to enable installation and allow inspection.

C. Correct areas over excavated in accordance with Section 31 23 16 “Excavation”.

D. Stockpile excavated material in area designated on site.

3.3 BACKFILLING

A. Backfill trenches to contours and elevations with suitable materials.

B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.

C. Maintain optimum moisture content of fill materials to attain required compaction density.

3.4 FIELD QUALITY CONTROL

A. Field testing will be performed under provisions of Special Provisions Section.

B. Compaction testing will be performed in accordance with ANSI/ASTM D1557.

C. If tests indicate Work does not meet specified requirements the work shall be removed,

recompacted and retested. Additional compaction tests shall be made each side of the unsatisfactory test to determine the extent of re-excavation and re-compaction necessary.

D. Frequency of Tests will be as outlined under FDOT Latest Standard Specification for Road and Bridge Construction.

END OF SECTION 31 23 16.13

SECTION 31 23 19

DEWATERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes construction dewatering.

B. Related Requirements:

1. Section 01 32 33 "Photographic Documentation" for recording preexisting conditions and dewatering system progress.

1.3 ACTION SUBMITTALS

A. Shop Drawings: For dewatering system, prepared by or under the supervision of a qualified professional engineer.

1. Include plans, elevations, sections, and details.
2. Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.
3. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
4. Include written plan for dewatering operations including sequence of well and well-point placement coordinated with excavation shoring and bracings and control procedures to be adopted if dewatering problems arise.

1.4 FIELD CONDITIONS

A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for dewatering according to the performance requirements.
2. The geotechnical report is included elsewhere in Drawings.

B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer.
2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
3. Prevent surface water from entering excavations by grading, dikes, or other means.
4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
5. Remove dewatering system when no longer required for construction.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

A. 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 ground water from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. 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 Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Provide temporary grading to facilitate dewatering and control of surface water.

3.2 INSTALLATION

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

1. Space well points or wells at intervals required to provide sufficient dewatering.
2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.

B. Place dewatering system into operation to lower water to specified levels before excavating below ground-water level.

C. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

D. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

3.3 FIELD QUALITY CONTROL

A. Observation Wells: Provide observation wells or piezometers, take measurements, and maintain at least the minimum number indicated; additional observation wells may be required by authorities having jurisdiction.

1. Observe and record daily elevation of ground water and piezometric water levels in observation wells.
2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation-well risers to demonstrate that observation wells are functioning properly.
3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.

B. Survey-Work Benchmarks: Resurvey benchmarks regularly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Architect if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

C. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.

D. Prepare reports of observations.

3.4 PROTECTION

A. Protect and maintain dewatering system during dewatering operations.

B. Promptly repair damages to adjacent facilities caused by dewatering.

END OF SECTION 31 23 19

SECTION 31 25 00

EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

A. The work specified in this Section consists of measures required to control erosion on the project and in areas outside the project area where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects of public or private property adjacent to the project area and damage to work on the project. These measures will consist of construction and maintenance of temporary erosion control features or, where practical, the construction and maintenance of permanent erosion control features.

1.2 CONTROL OF CONTRACTOR'S OPERATIONS THAT MAY RESULT IN WATER POLLUTION

A. Take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments, with fuels, oils, bitumens, calcium chloride, or other harmful materials. Conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such streams, etc. and to avoid interference with movement of migratory fish. Do not dump the residue from dust collectors or washers into any water body.

B. Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other impoundments shall be restricted to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Contract Documents and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

C. Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.

D. Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water prior to discharge into State waters. Pump the water into grassed swales, appropriate vegetated areas, or sediment basins, or confine it by appropriate vegetated areas, or sediment basins, or confine it by an appropriate enclosure such as siltation curtains when other methods are not considered appropriate. Do not contaminate State waters.

E. Do not disturb lands or waters outside the limits of construction, except as may be found necessary to complete the work.

1.3 START OF WORK

A. Do not start work until erosion control measures are in place.

B. Test Reports: Indicate certified tests results for precast concrete at manufacturing facility, cast-in-place concrete in field, and granular backfill.

1.4 CLOSEOUT SUBMITTALS

A. Section 01 77 00 - Closeout Procedures: Requirements for submittals.

PART 2 - PRODUCTS

2.1 GENERAL

A. No testing of materials used in construction of temporary erosion control features will be required.

B. Materials used for the construction of the temporary erosion and sedimentation control measures not to be incorporated into the completed project may be new or used.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify compacted subgrade is acceptable and ready to support devices and imposed loads.

C. Verify gradients and elevations of base or foundation for other work are correct.

3.2 GENERAL

A. Temporary erosion control features shall consist of, but not be limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, artificial coverings, berms, synthetic baled hay or straw, floating silt barriers, staked silt barriers and staked silt fences. Design details for some of these items may be found in the Water Quality Section of the applicable edition of the FDOT Roadway and Traffic Design Standards.

B. Under no conditions shall the surface area of erodible earth exposed by clearing and grubbing operations or by excavation and filling operations exceed 10,000 square feet. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.

C. Incorporate permanent erosion control features into the project at the earliest practical time. Correct conditions, using temporary measures, which develop during construction to control erosion prior to the time it is practical to construct permanent control features.

D. Construct temporary and permanent erosion and sediment control measures to prevent the pollution of adjacent waterways in conformance with the laws, rules and regulations of Federal, State and local agencies.

3.3 INSTALLATION

A. Temporary Grassing. This work shall consist of furnishing and placing grass seed in accordance with Section 32 92 01, Seeding and Sodding.

B. Temporary Mulching: This work shall consist of furnishing and applying a two-inch to four-inch thick blanket of straw or hay mulch and then mixing or forcing the mulch into the top two inches of the soil in order to temporarily control erosion. Only undecayed straw or hay, which can readily be cut into the soil, shall be used. Other measures for temporary erosion control such as hydro-mulching, chemical adhesive soil stabilizers, etc., may be substituted for mulching with straw or hay. When permanent grassing operations begin, temporary mulch materials shall be plowed under in conjunction with preparation of the ground.

C. Sandbagging: This work shall consist of furnishing and placing sandbags in configurations, so as to control erosion and siltation.

D. Slope Drains: This work shall consist of constructing slope drains, utilizing pipe, fiber mats, rubble, cement concrete, asphaltic concrete plastic sheeting, or other acceptable materials, in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as may be approved as suitable to adequately perform the intended function.

E. Sediment Basins: Sediment basins shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as suitable to adequately perform the intended function. Sediment basins shall be cleaned out as necessary.

F. Artificial Coverings: This work shall consist of furnishing and applying fiber mats, netting, plastic sheeting, or other approved covering to the earth surfaces.

G. Berms: This work shall consist of construction of temporary earth berms to divert the flow of water from an erodible surface.

H. Synthetic Baled Hay or Straw:
1. This work shall consist of construction of baled hay or straw dams to protect against downstream accumulations of silt. The synthetic baled hay or straw dams shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards.
2. The dam shall be placed so as to effectively control silt dispersion under conditions present on this project. Alternate solutions and usage of materials may be used if approved.

I. Temporary Silt Fences and Staked Silt Barriers: This work shall consist of furnishing, installing, maintaining and removing staked turbidity barriers in accordance with the manufacturer's directions, these specifications and the details as shown in FDOT's Roadway and Traffic Design Standards.

J. Floating Silt Barriers: This work shall consist of installing, maintaining, and removal of floating silt barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities in waters of the State. The type barrier used, the deployment and maintenance of the barrier will be such as to minimize dispersion of turbid waters from the construction site. Alternate methods or materials may be used provided that compliance with applicable permit conditions and State water quality standards are maintained.

3.4 REMOVAL OF TEMPORARY EROSION CONTROL FEATURES

A. In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in such a manner that there will be no detrimental effect.

3.5 MAINTENANCE OF EROSION CONTROL FEATURES

A. General: Provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted.

3.6 PROTECTION DURING SUSPENSION OF CONTRACT TIME

A. In the event that it is necessary that the construction operations be suspended for any appreciable length of time, shape the top of the earthwork in such a manner as to permit runoff of rainwater and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments which are located in the vicinity of rivers, streams, canals, lakes, and impoundments. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation.

END OF SECTION 31 25 00

SECTION 32 12 01

STABILIZED AND ASPHALT ROADWAY

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Contractor shall furnish all labor and materials required to provide stabilized roadways and asphalt paving as specified herein.

B. Workmanship and materials shall be in accordance with Department of Transportation requirements for new pavement for roads under their jurisdiction. Any local or County Road shall be restored in accordance with permits or ordinances of the municipality having jurisdiction over such road or street. Restoration of flexible pavement shall conform to the approved permit or utility license for each road crossing.

C. Where applicable, all work shall conform to the Technical Specifications of Florida Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition (Divisions II and III) and "Roadway and Traffic Design Standards", latest edition, including any amendments thereto. The Contractor shall acquire his own copies of the Department of Transportation Standards. In the event of conflict between the Department of Transportation Standards and the Specifications listed in these documents, the Engineer shall determine which shall govern.

1.2 SUBMITTALS

A. Shop drawings for the proposed materials of construction, including an asphalt job mix formula, shall be submitted to the Engineer for approval at least two weeks prior to the application of stabilized or paved surfaces.

PART 2 - PRODUCT

2.1 SUBBASE

A. Materials used should be high bearing value soil, sand clay, ground limestone, crushed limerock, coquina, or any other material suitable for stabilization. Muck shall not be used.

2.2 BASE

A. Limerock for use as base material shall meet the requirements of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 911. The limerock producer shall address each truck receipt to the Contractor and the job site. Each receipt

will show the source of the material by D.O.T. pit number. One copy of each receipt will be submitted daily to the County for his records.

B. Coquina shell used in the base course shall have an organic material of not greater than 0.5 percent nor contain significant quantities of sand or other impurities, which would prevent bonding. At least ninety-seven (97) percent of the coquina used shall pass through a 3 1/ 2-inch ring.

C. Crushed concrete base material shall conform to the following gradation: RELATED DOCUMENTS

Sieve Size	Percent by Weight Passing
2"	100
1 1/2"	95-100
3/4"	65-90
3/8"	45-75
No. 4	35-60
No. 10	24-45
No. 50	5-25
No. 200	0-10

1. Material for Crushed Concrete Base shall consist only of crushed concrete and such additive materials as may be approved by the Engineer for the purpose of facilitating construction and achieving the desired characteristics of the finished in-place product. Material which shows a significant tendency toward adverse chemical or physical change on exposure to moisture will not be acceptable. The material shall be free of any ferrous metals.
2. The material shall not contain lumps, balls, or pockets of sand or clay material in size or quantity sufficient to be detrimental to the proper bonding, finishing or strength of the crushed concrete base.
3. The specific mechanical and physical properties of crushed concrete aggregate and any additive materials permitted in the construction of crushed concrete base shall be determined on the basis of test results as the work progresses.

D. Reclaimed Asphalt Pavement Base
1. Reclaimed asphalt base material may be used on paved shoulders, bike paths and other non-traffic applications. Materials shall be in accordance with Section 283 of the FDOT Standard Specifications for Road and Bridge Construction.

2.3 PRIME AND TACK COATS

A. Bituminous prime coats shall be applied to previously prepared bases. Bituminous tack coats shall be placed on existing paved surfaces and between successive lifts of asphalt material.

B. The prime coat shall be cut back asphalt Grade RC 70 or RC 250, emulsified asphalt Grades SS I or CSS I, or other types and grades of bituminous material specified or approved by the Engineer.

C. The tack coat shall be emulsified asphalt, Grades RS 2, SSI I, CSS I, SS IH, CSS IH, AS 60, AE 90, AE 150, or asphalt emulsion prime.

D. A cover material must be placed on the prime coat to ensure the prime coat remains intact until the surface course is placed.

2.4 ASPHALT WEARING SURFACE

A. The bituminous wearing surface applied shall be that specified in the Plans or contract documents.

B. Asphalt mixes for FDOT roadways shall be as required by the FDOT permit or as specified.

C. If no asphalt mix is specified on Pinellas County roads, Type PC III asphaltic concrete shall be used as the paving material, unless otherwise indicated. Design mix properties shall be in accordance with Pinellas County's Specifications.

PART 3 - EXECUTION

3.1 STABILIZED ROADWAY

A. After the pipelines and/or appurtenances have been installed and properly backfilled as herein specified, the Contractor shall bring the roadway surface to grade and ready the surface to receive the stabilization material. The stabilizing materials shall be of high bearing value such as sand, clay, oyster shell, coquina shell, rock screening, crushed concrete or any other material which, as allowed by the agency with jurisdiction over such road and that, in the opinion of the Engineer, is suitable for stabilization.

B. The stabilizing material shall be applied in such quantities as may be necessary to bring the top six inches of the roadway surface to a bearing value as hereinafter specified and to the proper line and grade. The material shall be incorporated with the roadbed material by plowing, disking, harrowing, blading, and mixing with a rotary tiller, or any other equipment approved by the Engineer. The mixed materials shall be of uniform density throughout the width and depth of the layer being processed. After thoroughly mixing to a uniform texture, the surface shall be compacted by rolling with any type of equipment that will produce the density required. Compaction shall continue until the entire depth to be stabilized has a value determined from tests made on the 6-inch compacted thickness of not less than the requirements set forth by the agency having jurisdiction over the road.

3.2 SUBBASE PREPARATION

A. Prior to installation of base material, the area shall be graded to within 0.2± feet, and soft, spongy or mucky material removed. Sufficient stabilizing material shall be cut in to achieve a Florida Bearing Value (FBV) in excess of 75 psi or limerock bearing ratio (LBR) greater than forty (40) pounds at a minimum density of ninety eight (98) percent of a maximum density as defined and measured in ASSTHO T 180 (Modified Proctor), to a six-inch minimum depth.

B. Density tests for subbase materials shall be taken at three hundred (300) foot intervals in a staggered pattern and around structures as required. If compaction procedures allow, testing requirements may be reduced or increased at the Engineer's discretion.

3.3 BASE COURSE CONSTRUCTION

A. General
   1. The base course shall be constructed on the prepared subgrade, in accordance with the Specifications and Plans. All base material shall be placed in accordance with the lines, grades, notes, and typical cross sections shown on the Plans. Any deviation from the Plans is subject to the approval of the Engineer. Any deviations not approved by the Engineer shall be repaired to the satisfaction of the Engineer at no expense to the County.

B. Limerock, Reclaimed Asphalt or Crushed Concrete Base Course
   1. Base shall be spread by mechanical spreaders, equipped to produce an even distribution with a uniform thickness. When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be one half the total thickness of the finished base. After spreading is completed, the entire surface shall be scarified and shaped to produce the required grade and cross section after compaction. If two courses are required, each lift shall be prepared as previously described. Prior to spreading of the upper course, density tests will have been taken for the lower and determined to be satisfactory.
   2. When the material does not have the proper moisture content to ensure the required density, it shall be wet or dried as required. When adding water, it shall be uniformly mixed in by disking to the full depth of the course that is being compacted.
   3. All materials shall be compacted to a density of not less than ninety-eight (98) percent of maximum density as determined by AASHTO T 180. Density tests shall be taken at three hundred (300) foot intervals in a staggered pattern and around structures as required. Density determinations shall be made at more frequent intervals, at no extra cost, if deemed necessary by the Engineer.
   4. The finished surface of the base course shall be checked with a template cut to the required crown and a fifteen-foot straight edge laid parallel to the center line of the road. All irregularities greater than one-quarter inch shall be corrected to the satisfaction of the Engineer.
   5. The base material shall extend at least twelve (12) inches outside the edge of the finished paved surface, unless otherwise indicated. Thickness of the base shall be measured at two hundred (200) foot intervals at various points in the cross section. Measurements shall be taken at various points on the cross section through holes not less than three inches in diameter and at locations, as specified by the Engineer. Where the compacted thickness is deficient by one-half inches or more, the Contractor shall correct the deficiency by scarifying

and adding material for a distance of one hundred (100) feet in each direction from the edge of the deficient area. The required thickness, compaction and cross section will then be achieved.

6. Prime coat shall be applied only when the base meets the specified density and the moisture content in the top half of the base does not exceed ninety (90) percent of the optimum moisture of the base material.

C. Asphalt Base Course.

1. Asphalt base courses shall be applied in accordance with DOT Standards and Specifications, Section 234. The job mix formula approved for the Project shall be used. Any deviation from the approved mix must be submitted to the Engineer and approved before being implemented.
2. The base course material shall be placed with an approved paving machine. A motor grader may be required if a leveling course is needed. The base mix may be placed when the air temperature is at least forty (40) degrees F and rising, provided that the sub grade is not frozen or affected by frost.
3. A paver, equipped with automatic screed control, shall be used for all machine laid courses. The automatic joint matcher shall be used on the top course of the base after the first pass with a paving machine. All mixtures shall be laid by the string line method, with the exception of areas adjacent to curb and gutter or other true edges. The temperature of the mix shall be between three hundred (300) degrees F and three hundred fifty (350) degrees F. Any mixture caught by rain in transit may be laid at the Contractor's own risk; if removal and replacement is required, it shall be at the expense of the Contractor. In no case shall the mixture be spread when rain is falling or when there is water on the surface to be covered. The layer thickness for asphalt concrete structure courses shall be as shown on the Drawings.
4. Compaction
   a. After the asphalt mixture has been spread to the proper lines, grades, and cross sections, compaction operations may begin. The Contractor shall establish rolling procedures and submit his sequence of compaction operations to the Engineer for approval. The equipment used may include, but is not committed to steel wheeled rollers, pneumatic tired rollers, and vibratory rollers. Areas which are inaccessible to a roller shall be compacted by the use of hand tamps or other satisfactory means. An entire sequence of compaction operations shall be performed for each layer of applied material, density determinations shall also be made.
   b. The in-place density of each course shall be determined through core samples and the nuclear backscatter method. A core sample of a representative paving section shall be taken every two hundred fifty (250) feet. Additional testing around manholes or other structures may be required. In addition to density tests via core samples, Marshall stability tests are also required. Marshall stability tests will be taken for every day of asphalt pavement production.

D. Shell Base Course

1. Shell base material shall be constructed on the prepared subgrade in accordance with these Specifications and in conformity with the lines, grades and cross sections shown on the Plans. The shell base shall be spread uniformly and evenly; during spreading operations the shell shall be thoroughly saturated with water.
2. After spreading the shell shall be compacted, with water being added as required, until the required density is obtained. Compaction and density shall be as required for limerock base, except that the testing methods shall be modified in the laboratory and in the field. At least three density determinations shall be made on each day's final compaction operations.

3. Upon completion of initial compaction, the entire surface shall be scarified and shaped to exact crown and cross section. The base shall then be rewatered and compacted to the required density. The finished surface shall be tested with a template and fifteen (15) foot straight edge. All irregularities greater than one-quarter inch shall be corrected to the satisfaction of the Engineer. The prime coat shall be applied after the base meets all density and finish requirements.

3.4 ASPHALT WEARING SURFACE

A. The asphalt wearing surface shall be constructed on the prepared base in accordance with the Plans and Specifications and in conformity with the indicated lines, grades, and cross sections.

B. The mixture shall be spread only when the base is clean, dry, properly cured, and approved by the Engineer. The temperature shall be at least forty (40) degrees F and rising. No paving operations will be permitted if it is raining or rain is imminent. The mix shall be between three hundred (300) F and three hundred fifty (350) degrees F.

C. The asphalt mixture shall be spread with an approved paving machine to the required width and depth. All mixes, except those adjacent to curb and gutter, shall be laid according to the stringline method. The depth of each layer shall be checked every fifty (50) feet.

D. The mixture shall be compacted to its final depth, no less than 1-1/2” inch and thicker for new roads and one inch for overlays. Compaction and layering procedures specified for asphalt base courses shall apply to surface courses. All testing and density requirements will also apply.

E. When laying operations are interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of material. Longitudinal joints are to be sloped or rolled over and sealed. When the adjacent strip is constructed, the edge shall be trimmed back to expose the unsealed face. All longitudinal construction joints shall be offset six inches to twelve (12) inches laterally between layers.

F. When fresh mixture is laid against transverse or longitudinal joints, it shall be placed in contact to produce an even, well compacted joint after rolling.

G. The finished surface shall be tested with a template and fifteen (15) foot straight edge. Any irregularities shall be repaired to the satisfaction of the Engineer. The surface shall be of uniform texture and compaction. No sand spots, ripples, or loosened portions shall be evident. No traffic shall be allowed onto the finished surface until it is deemed acceptable by the Engineer.

Roadway Pavement Guidelines

	Arterial	Collector (Major/Minor) Commercial / Industrial	Residential Medium Traffic	Residential Light Traffic
Structural Coefficient	**4.17**	**3.28**	**3.06**	**2.46**
Asphalt Superpave Surface	Type SP-12.5 Fine, Traffic Level "C" 3" min. thick (2 lifts) (0.44) (1.32 Total)	Type SP-12.5 Fine, Traffic Level "C" 2" min. thick (0.44) (0.88 Total)	Type SP-9.5 Fine, Traffic Level "C" 1-1/2" min. thick (0.44) (0.66 Total)	Type SP-9.5 Fine, Traffic Level "C" 1-1/2" min. thick (0.44) (0.66 Total)
Base (Compacted 98% of AASHTO T-180)	Limerock 10 ½" Min. Thickness (Min. 100 LBR) (0.18) (1.89 Total)	Limerock 8" Min. Thickness (Min. 100 LBR) (0.18) (1.44 Total)	Limerock 8" Min. Thickness (Min. 100 LBR) (0.18) (1.44 Total)	Limerock 6" Min. Thickness (Min. 100 LBR) (0.18) (1.08 Total)
Sub-Base (Compacted 98% of AASHTO T-180)	12" min. thickness (Stab. w/min. 40 LBR) (0.08) (0.96 Total)	12" min. thickness (Stab. w/min. 40 LBR) (0.08) (0.96 Total)	12" min. thickness (Stab. w/min. 40 LBR) (0.08) (0.96 Total)	9" min. thickness (Stab. w/min. 40 LBR) (0.08) (0.72 Total)
Two Lane Roadway Pavement Width	28' Total (with or without curbs)	28' Total (with or without curbs)	24' Total (with or without curbs) (28' for type F curb)	24' Total (with or without curbs) (28' for type F curb)

END OF SECTION 31 12 01

SECTION 32 13 01

CONCRETE SIDEWALKS, DRIVEWAYS, AND GUTTERS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Contractor shall furnish all labor and materials required to restore and construct concrete sidewalks, driveways and gutters as specified herein.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Sidewalk shall be 3000 psi concrete, at least four feet wide, five feet wide on arterial and collector streets, and four inches thick, except at driveways. Driveway sidewalks shall be six inches thick with six inches by six inches #10 wire mesh reinforcing.

B. Replacement of concrete driveways shall be in accordance with County Standards (six inches, 3000 psi/28 day with 6 x 6 # 10 mesh from back of curb to property line).

C. Curb and curb and gutter shall consist of 3000 psi/28-day concrete.

D. Expansion joints shall be installed between the back-of-curb and concrete driveways, and between concrete driveways and sidewalks, where new concrete abuts old concrete.

PART 3 - EXECUTION

3.1 CURB AND GUTTER

A. Curb or curb and gutter removal, where required in the construction of this work, shall be held to a minimum. Curb and gutter material to be removed shall be carefully separated from the trench excavation material and shall be disposed of as directed. The Contractor shall replace all curb or curb and gutter which has been removed. Curb and gutter shall be removed up to the nearest regular joint on each side of the trench.

B. Curb or curb and gutter shall be replaced as soon as possible after the backfill is placed and compacted and shall duplicate in all respects the original construction. Workmanship shall be in accordance with the best standard practices for this type of work. Curb and curb and gutter shall consist of 3,000 psi/28-day concrete reinforced with bars or mesh of the same size, spacing and number as the section of curb or curb and gutter it replaces.

3.2 SIDEWALKS

A. Sidewalk removal, where required in the construction of this work, shall be held to a minimum. Sidewalk material removed shall be carefully separated from the trench excavation material and shall be disposed of as directed. Sidewalk shall be cut at the nearest regular joint on each side of the trench.

B. The Contractor shall replace all sidewalks which are removed. Sidewalks shall be replaced as soon as practicable after the backfill is placed and compacted and shall duplicate, in all respects, the original sidewalk.

C. The Contractor shall replace all sidewalks which are damaged by the construction operation or by the heavy equipment traveling over them and shall replace them at their own expense.

D. The top surface of all sidewalks shall be given a light broom finish.

3.3 DRIVEWAYS

A. Concrete driveways that are crossed or traversed by the trenches shall be restored to the conditions existing prior to the excavation.

B. Removal shall be held to a minimum, but when necessary removal shall be made in neat sawcut lines or to the nearest joint if approved by the Engineer.

3.4 TESTS

A. The quality of the concrete as to conformance to the specifications is the entire responsibility of the Contractor until it is accepted in place. When required by the County or the Engineer, the Contractor shall arrange for field testing. Field testing shall include, but may not be limited to, the following:

1. Compressive Strength Test: Compressive strength tests shall be made by breaking standard six-inch diameter by twelve (12) inch high test specimens prepared, cured and broken in accordance with the American Society for Testing Materials Standard Methods C 31 and C 39, Latest Revision. Four specimen test cylinders shall be taken from each concrete pour of five cubic yards or more. One additional test shall be taken from each fifty (50) cubic yards or fraction thereof in each pour in excess of thirty (30) cubic yards. One cylinder from each pour shall be broken at seven days, the remainder at twenty-eight (28) days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.
2. Slump Test: Slump test shall be made in accordance with ASTM C 143 and shall be made on each load of concrete unless directed differently by the County or Engineer.
3. Reports: Proper reports of all tests performed by the laboratory shall be prepared by the laboratory and submitted promptly to the County and Engineer. Such reports shall be properly labeled so as to identify the portions of the Project into which the materials are being placed, and the results of the test indicating whether or not the test met the requirements of these specifications.

3.5 CAUSE FOR REJECTION

A. Should the concrete fail to conform to all the requirements of this Section, the Engineer may require the Contractor to remove the defective concrete and reconstruct the work as directed.

END OF SECTION

SECTION 02830

CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 SCOPE

A. The Work covered under this section of the specifications include furnishing all labor, supervision, materials and equipment necessary to construct all fencing, and enclosures as indicated on the drawings. All fencing shall be of the heavy-duty security type, constructed of hot dipped galvanized steel. Fencing shall be 8 feet 0 inches high with 3 strands of barbed wire.

1.2 SUBMITTALS

A. The Contractor shall furnish shop drawings of the complete installation, including fence and gate(s), to the Professional for approval.

PART 2 MATERIALS

2.1 GENERAL

A. The fence shall be hot-dipped galvanized steel chain link fence and components manufactured in compliance with the Chain Link Fence Manufacturers Institute Specifications. Materials and design shall be as manufactured by Chain Link Fence Company of Pennsylvania, Cyclone Fence, Co.; Anchor Fence Div. or approved equal, and shall conform to the following requirements.

2.2 FABRIC

A. Fabric shall consist of 9 gauge hot-dipped galvanized steel wire woven in a 2-inch diamond mesh. Chain link fence fabric shall be made of wire conforming to the requirements of ASTM Designation A-392. Minimum tensile strength of the wire after weaving shall be 50,000 psi.

B. The chain link fence shall be made from wire helically wound and interwoven in such a manner as to provide a continuous mesh without knots or ties, except in the form of knuckling or of twisting and barbing the ends of the wire to form the selvage of the fabric. Top and bottom selvages shall be twisted and knuckled down.

C. Fabric shall be eight (8) feet high in place.

2.3 SLIDING GATES

A. Gate frames: Fabricate chain link cantilever slide gates in accordance with ASTM F 1184, Type II, Class 2, using 2 inch (50 mm) square aluminum members, ASTM B 221, alloy and temper 6063-T6, weighing 0.94 lb/ft (1.39 kg/m). Weld members together forming rigid one-piece frame integral with top track (no substitution). Frame members to be square, straight and true over a 40' span in an un-stressed state. Provide 2 truck assemblies for each gate leaf,

	Gate Leaf Sizes	Cantilever Support (Overhang)
1. a,	6 ft to 10 ft	6'-6" (1981 mm)
b.	11 ft to 14 ft	7'-6" (2286 mm)
b.	15 ft to 22 ft	10'-0" (3048 mm)

C. Bracing: Provide diagonal adjustable length truss rods of 3/8" (9.5 mm) stainless steel, in each panel of gate frames

D. Top track/rail: Enclosed combination one-piece track and rail, aluminum extrusion with weight of 3.72 lb/ft (5.54 kg/m). Track to withstand reaction load of 2,000# (907.2 kg.)

E. Truck assembly: Swivel type, zinc die cast, with 4 sealed lubricant ball bearing rollers, 2 inches (50 mm) in diameter by 9/16" (14 mm) in width, and 2 side rolling wheels to ensure truck alignment in track. (no substitution) Mount trucks on post brackets using 1 1/2" (38 mm) diameter ball joint with 5/8" diameter (16 mm) shank and ½"- 20 UNF – 2A fine thread bolt or 5/8"- 18 UNF – 2A fine thread bolt. Truck assembly to withstand same reaction load as track, 2,000 # (907.2 kg.)

F. Gate hangers, latches, brackets, guide assemblies, and stops: Malleable iron or steel, galvanized after fabrication. Provide positive latch with provisions for padlocking.

G. Bottom guide wheel assemblies: Each assembly shall consist of two, 3" (75 mm) diameter rubber wheels, straddling bottom horizontal gate rail, allowing adjustment to maintain gate frame plumb and in proper alignment. Attach one assembly to each guide post.

H. For gates under 31'-0" (9449 mm): galvanized steel 4" (101.6 mm) OD schedule 40 pipe, ASTM F 1083, weighing 9.1 lb/ft (13.6 kg/m). Provide 1 latch post and 2 support posts for single slide gates and 4 support posts for double slide gates.

2.4 SWING GATES

A. General: Comply with ASTM F 900 for gate posts and double swing gate types.

1. Gate Leaf Width: 72 inches
2. Gate Fabric Height: 96 inches.

B. Pipe and Tubing:

1. Gate Posts: Galvanized Schedule 40 Pipe
2. Gate Frames and Bracing: Round tubular galvanized steel.

C. Frame Corner Construction: Welded.

D. Extended Gate Posts and Frame Members: Extend gate posts and frame end members above top of chain-link fabric at both ends of gate frame 12 inches to attach barbed wire assemblies.

E. Hardware:

1. Hinges: 180-degree outward swing.
2. Latches permitting operation from both sides of gate.
3. Lock: Manufacturer's standard internal device with provision for padlock.
4. Closer: Manufacturer's standard.

2.5 BARBED WIRE

A. Barbed wire support arms shall be single arm type, steel or malleable iron and in accordance to ASTM F626.

B. Barbed wire shall be zinc-coated steel wire and barbs; standard size and construction: 2.51 mm (0.099 inch) diameter line wire with 2.03 cm (0.080 inch) diameter, 2-point barbs in accordance to ASTM A121.

C. Supports shall angle out and be set at a 45 degree angle.

D. Gates shall have 3 strands of barbed wire.

2.6 POSTS, RAILS AND, BRACES

E. Posts shall consist of Schedule 40 hot-dipped galvanized steel pipe. Minimum O.D. sizes of posts are as follows:

Line Posts	2-1/2"
Corner and Pull Posts	3"
Gate and End Posts	3"

F. Tops shall be provided on all posts. The base of the top shall carry the apron around the outside of the post.

G. Top Rail shall consist of 1-5/8 inch O.D., Schedule 40 hot-dipped galvanized steel pipe. Rail lengths shall be provided with a sleeve rail coupling. The top rails shall pass through the base from end to end of each stretch of fence. The rails

shall be securely fastened to end, gate and corner posts by suitable galvanized steel connections.

H. Horizontal Braces shall be provided at all terminal, gate and corner posts midway between top rail and ground and shall extend from the terminal post to the first adjacent line post. Brace material shall be the same as the top rail. Braces shall be securely fastened to the posts by pressed steel connections, then trussed from line post back to end, gate or corner posts.

I. Truss Rods shall consist of not less than 3/8" diameter hot-dipped galvanized steel rod. Turnbuckle, if used, shall be galvanized steel or malleable iron.

J. Tension Wire shall be provided to insure rigidity of fence fabric and shall be 6 gauge hot-dipped galvanized steel. Tension wire shall be attached to fabric by hog rings at 2 feet intervals.

K. Tension Bars shall be used to fasten fabric at terminal posts and corner posts and shall extend the full height of the fabric. Tension bars shall be 1/4 inch x 3/4 inch and shall conform to ASTM requirements for hot-dipped galvanized steel.

2.7 RAIL COUPLINGS: May be either inside or outside type of Schedule 40 hot dipped galvanized steel pipe and shall be so constructed as to prevent creeping.

PART 3 EXECUTION

3.1 FENCE ERECTION

A. The fences and gates shall be erected by skilled mechanics in accordance with the recommendations of the manufacturer. Fencing shall be set in straight level lines or parallel to finish grades.

B. Posts shall be spaced in line of fence and not further apart than 10 feet on center.

C. All posts, except gate posts, shall be set in holes a minimum of 36 inches deep. Line posts shall be set in holes 9 inches in diameter at the top, and gate and corner posts shall be set in holes 12 inches in diameter at the top.

1. All posts shall be embedded in concrete a minimum of 36 inches. Gate posts shall be set in holes a minimum of 36 inches deep and shall be embedded in concrete a minimum of 36 inches.

2. The top of the post bases shall be crowned to shed water.

D. The entire chain-link fence shall have a top rail, knuckled selvages at the top and bottom.

E. End, corner, gate and pull posts shall be braced to the nearest post with a galvanized pipe horizontal brace used as compression member, and a galvanized 3/8 inch steel truss rod and truss tightener used as a tension member. All changes in direction of fence line of 30° or more shall be considered as corners. Pull posts shall be used at all abrupt changes in grade.

F. The fabric shall be stretched taut approximately two (2) inches above the ground, and securely fastened to the posts. The fabric shall be cut and each span shall be attached independently at all terminal posts.

1. Fastening to terminal posts shall be with stretcher bars and fabric bands spaced at maximum 15 inch intervals. Fastening to line post shall be with tie wire, metal bands, or other approved method, attached at maximum 15 inch intervals. Fastening to line post shall be with tie wire, metal bands, or other approved method, attached at maximum 15 inch intervals.

2. The top edge of the fabric shall be fastened to the top rail with wire ties at intervals not exceeding two feet.

G. The exterior and interior surfaces of fence parts and pipe shall be clean, smooth, and free from slivers, grooves, cracks, and other injurious defects within the limits consistent with the best commercial practice.

END OF SECTION

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SECTION 32 84 00

PLANTING IRRIGATION (Performance Specification)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Contractor shall provide an Irrigation Design Plan signed and sealed by a Florida Licensed Engineer to construct a fully functional irrigation system in accordance with this specification 328400, to be submitted to Pennoni for approval prior to construction. The irrigation plan shall provide for connection to an existing water line, preferably the existing irrigation meter and backflow located on the east side of the project and shall include two spray irrigation zones as depicted on the Site and Landscape Plan as well as an underground drip irrigation zone as also shown. Zone controls shall be set in a waterproof outdoor control box and shall have the 3 separate zones timed per direction from the Town. Shop drawing submittals shall be made to Pennoni for review in addition to the Irrigation Design Plan. Upon completion, Contractor shall provide an As-Built plan showing the location of irrigation lines, heads, valves, and control wiring in both PDF and AutoCAD formats to Pennoni.

1.2 SUMMARY

A. Section Includes:

1. Piping.
2. Encasement for piping.
3. Manual valves.
4. Pressure-reducing valves.
5. Automatic control valves.
6. Automatic drain valves.
7. Transition fittings.
8. Dielectric fittings.
9. Miscellaneous piping specialties.
10. Sprinklers.
11. Quick couplers.
12. Drip irrigation specialties.
13. Controllers.
14. Boxes for automatic control valves.

1.3 DEFINITIONS

A. Circuit Piping: Downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.

B. Drain Piping: Downstream from circuit-piping drain valves. Piping is not under pressure.

C. ET Controllers: EvapoTranspiration Controllers. Irrigation controllers which use some method of weather based adjustment of irrigation. These adjusting methods include use of historical monthly averages of ET; broadcasting of ET measurements; or use of on-site sensors to track ET.

D. Main Piping: Downstream from point of connection to water distribution piping to, and including, control valves. Piping is under water-distribution-system pressure.

E. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.

1.4 PERFORMANCE REQUIREMENTS

A. Irrigation zone control shall be automatic operation with controller and automatic control valves.

B. Location of Sprinklers and Specialties: Design location of sprinklers and specialties to maintain 100 percent irrigation coverage for all plantings and sodded areas. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards.

C. Delegated Design: Design 100 percent coverage irrigation system, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Wiring Diagrams: For power, signal, and control wiring.

C. Delegated-Design Submittal: For irrigation systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.6 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Irrigation systems, drawn to scale, on which components are shown and coordinated with each other, using input from Installers of the items involved. Also include adjustments necessary to avoid plantings and obstructions such as signs and light standards.

B. Qualification Data: For qualified Installer.

C. Zoning Chart: Show each irrigation zone and its control valve.

D. Controller Timing Schedule: Indicate timing settings for each automatic controller zone.

E. Field quality-control reports.

1.7 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For sprinklers, controllers, and automatic control valves to include in operation and maintenance manuals.

1.8 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Impact Sprinklers: Equal to 25 percent of amount installed for each type and size indicated, but no fewer than 10 units.
2. Spray Sprinklers: Equal to 25 percent of amount installed for each type and size indicated, but no fewer than 10 units.
3. Bubblers: Equal to 25 percent of amount installed for each type indicated, but no fewer than 10 units.
4. Emitters: Equal to 25 percent of amount installed for each type indicated, but no fewer than 10 units.
5. Drip-Tube System Tubing: Equal to 10 percent of total length installed for each type and size indicated, but not less than 100 feet.
6. Soaker Tubes: Equal to 10 percent of total length installed for each type and size indicated, but not less than 50 feet.

1.9 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers that include a certified irrigation designer qualified by The Irrigation Association.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.11 PROJECT CONDITIONS

A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:

1. Notify Engineer no fewer than two days in advance of proposed interruption of water service.
2. Do not proceed with interruption of water service without Engineer's written permission.

PART 2 - PRODUCTS

2.1 As determined by the signed and sealed design by the qualified professional engineer responsible for their preparation of the planting irrigation.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavating, trenching, and backfilling are specified in Section 312000 "Earth Moving."

B. Install warning tape directly above pressure piping, 12 inches below finished grades, except 6 inches below subgrade under pavement and slabs.

C. Drain Pockets: Excavate to sizes indicated. Backfill with cleaned gravel or crushed stone, graded from 3/4 to 3 inches, to 12 inches below grade. Cover gravel or crushed stone with sheet of asphalt-saturated felt and backfill remainder with excavated material.

D. Provide minimum cover over top of underground piping according to the following:

1. Irrigation Main Piping: Minimum depth of 36 inches below finished grader.
2. Circuit Piping: 12 inches.
3. Drain Piping: 12 inches.
4. Sleeves: 24 inches.

3.2 PREPARATION

A. Set stakes to identify locations of proposed irrigation system. Obtain Engineer's approval before excavation.

3.3 PIPING AND VALVE INSTALLATION

A. Location and Arrangement: Drawings prepared by the qualified engineer engaged by the Contractor indicates location and arrangement of piping systems. Install piping and valves as indicated unless deviations are approved on Coordination Drawings.

3.4 IDENTIFICATION

A. Identify system components. Comply with requirements for identification specified in Section 220553 "Identification for Plumbing Piping and Equipment."

B. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplates and signs on each automatic controller.

1. Text: In addition to identifying unit, distinguish between multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.

C. Warning Tapes: Arrange for installation of continuous, underground, detectable warning tapes over underground piping during backfilling of trenches. See Section 312000 "Earth Moving" for warning tapes.

3.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

B. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

C. Tests and Inspections:

1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Any irrigation product will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

3.6 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.
2. Verify that controllers are installed and connected according to the Contract Documents.
3. Verify that electrical wiring installation complies with manufacturer's submittal.

3.7 ADJUSTING

A. Adjust settings of controllers.

B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.

C. Adjust sprinklers and devices, except those intended to be mounted aboveground, so they will be flush with, or not more than 1/2 inch above, finish grade.

3.8 CLEANING

A. Flush dirt and debris from piping before installing sprinklers and other devices.

3.9 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain automatic control valves and controllers.

END OF SECTION 32 84 00

SECTION 32 92 01

SEEDING AND SODDING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Where required by the Engineer, areas along the work shall be grassed and mulched in accordance with Section 570, of the latest edition of the State of Florida Department of Transportation "Standard Specifications for Road and Bridge Construction".

B. The area to be grassed and mulched along the work shall include all damaged cover over the backfilled trench and area adjacent thereto irrespective of the cause of damage, whether it be from handling of pipe, trenching or driving equipment.

1.2 QUALITY ASSURANCE

A. Requirements

1. It is the intent of this Specification that the Contractor is obliged to deliver a satisfactory stand of grass as specified. If necessary, the Contractor shall repeat any or all of the work, including grading, fertilizing, watering, and seeding or sodding at no additional cost to the Owner until a satisfactory stand is obtained.

B. Satisfactory Stand

1. For purposes of grassing, a satisfactory stand of grass is herein defined as a full lawn cover over areas to be seeded or sodded, with grass free of weeds, alive and growing, leaving no bare spots larger than 3/4 square yard within a radius of ten (10) feet.

1.3 SUBMITTALS

A. Provide technical data as required for shop drawings on all materials or installation procedures required under this Section.

B. When required by the Engineer, submit representative topsoil samples for analysis by a private laboratory to determine nutrient deficiencies and outline a proper fertilization program.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Fertilizer

1. Fertilizer shall be a complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.

2. Percentages of nitrogen, phosphorus and potash shall be based on laboratory tests on the actual soils. For purpose of bidding, assume four percent nitrogen, eight percent phosphorus and four percent potash by weight. At least fifty (50) percent of the total nitrogen shall contain no less than three percent water-insoluble nitrogen.

3. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturer's certificate of compliance covering analysis shall be furnished to the Engineer. Store fertilizer in a weatherproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.

4. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than twenty (20) percent available phosphoric acid.

B. Seed

1. Grass seed shall be the same as existed prior to construction or as approved by the Engineer and shall be ninety-nine (99) percent minimum purity, eighty (80) percent minimum germination and one percent maximum weed seed, labeled in accordance with U.S. Department of Agriculture Rules and Regulations under Federal Seed Act in effect. Seed which has become wet, moldy, or otherwise damaged in transit or storage shall not be acceptable.
2. Hydroseed may be utilized if approved for use by the Engineer.

C. Sod

1. Sod shall be St. Augustine or Argentine Bahia, or the same as existed prior to construction, of firm texture having a compacted growth and good root development as approved.
2. Sod shall be certified to meet Florida State Plant Board Specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.
3. Before being cut and lifted the sod shall have been mowed three times with the final mowing not more than a week before cutting into uniform dimensions.

D. Mulch

1. Mulch for use with seeding shall be fresh hay. Rate of application specified herein shall correspond to depth not less than one inch or more than three inches according to texture and moisture content of mulch material.

E. Water

1. It is the Contractor's responsibility to water the site, as required during seeding and sodding operations and through the maintenance period and until the work is accepted. The Contractor shall make whatever arrangements may be necessary to ensure an adequate supply of water to meet the needs for his work. The Contractor shall also furnish all necessary hose, equipment, attachments and accessories for the adequate irrigation of lawns and planted areas as may be required.

PART 3 - EXECUTION

3.1 SHOULDER STABILIZATION, SEEDING, MULCHING AND SODDING

A. The Contractor shall protect and restore road shoulders, ditch banks and other natural or artificial slopes as directed by the Engineer. Except where soil-cement rip-rap is shown and/or directed, protection shall be provided by stabilizing to a minimum LBR as set forth by the agency with jurisdiction over such road, and/or seeding and mulching the shoulders of the road.

B. The Contractor shall apply 4-8-4 fertilizer at a rate of six hundred (600) pounds per acre on all seeded areas. All seed or seed mixture used is subject to the approval of the Engineer.

3.2 GRASS AND SHRUBBERY PLOTS

A. Grass plots and graded areas shall be restored to the condition existing prior to making the excavation. All shrubbery, ornamental trees and other planting shall be fully protected. If it is necessary to remove any shrubbery or planting to accomplish the work, it shall be satisfactorily replaced before the work will be accepted. A 4-8-4 fertilizer shall be applied to all replaced sod at a rate of six hundred pounds per acre.

B. The areas in which the grass plots and shrubbery are to be replaced shall contain sufficient moisture, as determined by the Engineer, for optimum results after being placed. The areas shall be kept in a moist condition for no less than three weeks. The moistened condition shall extend at least to the full depth of the rooting zone.

3.3 NEW SOD PLACEMENT

A. Whenever a suitable area has been graded and requires sodding, the Contractor shall, when directed by the Engineer, proceed at once with the sodding of the available areas. Sodding shall be incorporated into the Project at the earliest practical time in the life of the contract. No sod which has been cut for more than seventy-two (72) hours shall be used unless specifically authorized by the Engineer after his careful inspection thereof. Any sod which is not placed within twenty-four (24) hours after cutting shall be stacked in an approved manner and properly maintained.

B. The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping or rolling with appropriate tools or equipment.

C. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas the offsets of individual strips shall not exceed six inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a feather-edge effect.

D. On areas where the sod may slide, due to height and slope, the Engineer may direct that the sod be pegged with pegs driven through the sod blocks into firm earth, at suitable intervals.

E. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed and replaced with new sod.

F. Ditch banks disturbed during the construction of ditch and creek crossings shall be sodded when directed by the Engineer or when called for in the permit requirements.

G. Watering and fertilizing requirements shall conform in all respects to those specified above.

PART 4 - ESTABLISHMENT AND ACCEPTANCE

A. Regardless of unseasonable climatic conditions or any other adverse conditions affecting grassing operations, the germination and growth of turf grass, it shall be the sole responsibility of the CONTRACTOR to produce uniform coverage.

B. Uniform coverage shall be defined as no visible joints showing or felt between sod sections and all sod sections must be firmly rooted to the subgrade.

END OF SECTION 32 92 01

SECTION 32 92 24

GROUND COVER

PART 1 - GENERAL

1.1 SUMMARY

A. Furnishing all material, equipment, transportation, tools and labor, unless otherwise specified, to establish grass and all items called for or that can be reasonably inferred from the drawings, including sodding, mulching, grading, fertilization, watering, replacements, and maintaining the area for a complete job.

B. Establishing and maintaining a satisfactory growth of grass for a period of 90 days from the date of completion and acceptance by the Owner.

1.2 DEFINITIONS

A. Satisfactory Growth: Even plant growth in healthy condition without bare spots larger than one square foot. Bare spots larger than one square foot shall be re-sodded or re-sprigged and maintained until satisfactory growth has been demonstrated.

1.3 PAYMENT

A. Contractor shall not request payment for ground cover until 30 days after the grass shows satisfactory growth as defined in paragraph 1.2 of this section.

1.4 REFERENCES

A. FDOT Spec. - Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.5 SUBMITTALS

A. Shall be submitted in accordance with Special Provisions Section.

1.6 MAINTENANCE SERVICE

A. Maintain all grassed areas for a period of 90 days from the date of completion and acceptance by the Owner as a guarantee against all defects and faults of material and workmanship.

B. Maintain grass areas by watering, fertilizing, and mowing to establish an even and uniform grass surface of 2 1/2 inches, as specified herein.

C. In the event that the grass exhibits iron chlorosis symptoms during the establishment period apply Fe 138 Geigy or equivalent at manufacturer's recommended rates.

PART 2 - PRODUCTS

2.1 SOD

A. FDOT Spec. Section 981 2, "Sod".

2.2 MULCH

A. FDOT Spec. Section 981 3, "Mulch".

2.3 FERTILIZER

A. FDOT Spec. Section 982 1, "Commercial Fertilizers".

2.4 WATER

A. FDOT Spec. Section 983. "Water for Grassing".

PART 3 - EXECUTION

3.1 GRASSING

A. Grassing will be required where original ground cover has been removed for construction.

B. Preparation of Area to be Grassed: Bring all planting areas to finished grades, filling as needed or removing weeds, surplus dirt and rock debris over 1 inch in diameter, and floating to a smooth uniform grade. Slope all areas to drain. Establish flow lines to match existing or as shown on the plans. Finish grass areas 1" below top of adjoining walkways.

C. Application of Fertilizer: Spread the fertilizer uniformly over the area to be grassed at the rate of 800 to 1,000 pounds per acre. Spread fertilizer by hand on steep slopes or other areas where machine spreading may not be practicable. Mix the fertilizer with the soil to a depth of approximately 4 inches.

3.2 SODDING

A. Incorporate sodding into the project at the earliest practical time in the life of the contract at all disturbed areas within rights-of-way and on private properties. Do not use sod which has been cut for more than 72 hours. Stack any sod which is not planted within 24 hours after cutting in an approved manner and maintain properly moistened.

B. Place the sod on a prepared surface, with edges in close contact, firmly and smoothly imbedded by length, tamping and rolling with appropriate tools. Replace any pieces of sod which, after placing, show an appearance of extreme dryness. Edge the sod in a neat, clean manner against all paved and shrub areas.

C. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered to avoid a continuous seam along the line of flow. Along the edges of staggered areas, the offset of individual strips shall not exceed 6 inches. In order to prevent erosion caused by vertical edges at the outer limits, tamp the outer pieces of sod so as to produce a feather edge effect.

D. On areas where the sod may slide due to height and slope, peg the sod with pegs driven through the sod blocks into firm earth.

E. After the sod has been installed, spread a light layer of sand along the edges of each piece of sod to give the finished product a smooth finish.

3.3 WATERING

A. Maintain a balanced watering program until the acceptance of work.

B. Apply water in sufficient quantities and as often as seasonal conditions require to keep the grassed areas moist at all times to a depth of 6 inches below the root system.

3.4 FERTILIZATION

A. Thirty days after the application of seed, broadcast fertilizer at a rate of 40 pounds per 1,000 square feet. Notify the Engineer, in writing, within 7 days prior to the date of application.

3.5 MAINTENANCE

A. Maintain all grassed areas for a period of 90 days from the date of completion and acceptance by the Owner as a guarantee against all defects and faults of material and workmanship.

B. Maintain grass areas by watering, fertilizing, and mowing to establish an even and uniform grass surface of 2 1/2 inches, as specified herein.

C. In the event that the grass exhibits iron chlorosis symptoms during the establishment period apply Fe 138 Geigy or equivalent at manufacturer's recommended rates.

3.6 SOURCE QUALITY CONTROL GUARANTEE

A. Guarantee all grassed areas to be alive and in satisfactory growth at the end of the maintenance period (90 days).

B. Replace any grass that is dead or not in satisfactory growth, as determined by the Owner. Guarantee new grass for an additional 90 days.

C. Replace grass with the same variety as initially specified.

3.7 INSPECTION

A. Request review from the Owner and Engineer at least 48 hours in advance of the time inspection is required.

END OF SECTION 32 92 24

LAKE HAMILTON TOWN HALL PARKING AND DRAINAGE MODIFICATIONS

Bid Documents: Legal Compliance Updates 10/8/26

Sabatini Law Firm P.A.

The following are specific corrections/ recommended changes to align with current Florida statutes. (References to the bid documents are PDF page numbers)

1. Retainage percentage cap

SC-15.09.C (p. 152) has the correct 5% percentage cap. Agreement § 5.1.1.2 (p. 52), however, authorizes 10% retainage before 50% completion. Delete that 10% authorization and make the Agreement consistent with the 5% provision.

2. Progress and final payment deadlines

SC-15.01 (p. 152) requires payment within 31 days after presentation with the Engineer's recommendation. GC § 15.06.D (p. 140) uses 30 days for final payment. Replace both provisions with the applicable statutory due date measured from receipt by the designated recipient, rather than from later Engineer approval. Because this set requires Engineer review, the applicable agent-approval period is 25 business days. The 20-business-day period applies if agent approval is not required.

Current law: Fla. Stat. §§ 218.735(1), 218.74(1).

3. Rejection of incomplete payment applications

Section 012900 § 1.7.E (p. 198) states that incomplete submittals will be returned, but does not state the required rejection procedure. Revise it to track § 218.735(2) (requiring written rejection within 20 business days after stamped receipt, identifying the deficiency and the action needed to cure it. Incorporate the corrected-invoice deadline in § 218.735(3).

SC-15.09.A (p. 152) incorporates the 2017 Prompt Payment Act. This reference should be updated and may be replaced as follows: "The Local Government Prompt Payment Act, §§ 218.70–218.80, Florida Statutes, as amended and applicable to this Contract, is incorporated herein. These rules control any contrary application-processing language."

4. Late-payment interest

SC-15.09.E (p. 153) states that overdue payments bear interest at 1% per month. Replace "1 percent" with "2 percent per month, or the rate specified by contract, whichever is greater."

Current law: Fla. Stat. § 218.735(9).

5. Punch-list development and delivery

SC-15.09.D (p. 153)

Add that the punch list shall include estimated costs to complete each item.

Clarify Section D.4- the 5-day statutory requirement applies to delivery of completed punch list to contractor.

Current law: Fla. Stat. § 218.735(7)(a)–(b)

6. Final-completion deadline and late punch-list delivery

SC-15.09.D.5 (p. 153) correctly allows at least 30 days after list delivery, but omits the mandatory extension in the event the Town delivers the list late. Consider adding extension language that tracks 218.735(7)(c) that is equal to the Town's delivery delay and prohibit delay damages unless completion exceeds the extended period.

Make sure agreement sections 3.3–3.4 (p. 51) and § 5.1.1.4 (p. 52) conform/ do not conflict.

Current law: Fla. Stat. § 218.735(7)(c).

7. Town-requested change-order quotes

Provisions regarding Town-requested change order quotes need to comply with 218.755

GC § 11.06.A.2 (p. 126) currently allows an unanswered proposal to be deemed denied after the Engineer's review period. This is contrary to 218.755 (if the quote was Town requested)

Current law: Fla. Stat. § 218.755 (construction-services contracts entered into on or after July 1, 2025).

8. Payment-bond front page and statutory notice reference

Payment Bond's first page (p. 67) must also provide required telephone numbers and the contracting public entity's contract number. 255.05(1)(a)

Add to the bond itself an express reference to § 255.05 and the notice and time limitations in subsections (2) and (10) as required under 255.05(6)

255.05(6) expressly requires payment bond forms to contain reference to notice and time limitation provisions in 255.05(2) and 255.05(10). Add to paragraph 18 Modifications.

Current law: Fla. Stat. § 255.05(1)(a), (6).

9. Sovereign Immunity

I would add language to make clear SI is not waived. Add the following to supplementary conditions under SC-17.01(B):

Sovereign Immunity. Nothing contained in this Agreement or any of the Contract Documents shall be construed as a waiver of the Town of Lake Hamilton's sovereign immunity or any limitations of liability provided under Section 768.28, Florida Statutes, or other applicable law. The Town shall not be obligated to indemnify or hold harmless any party except to the extent expressly authorized by Florida law. In the event of any conflict between this provision and any other provision of the Contract Documents, this provision shall control.

10. Public-records clause

SC-18.09.A (p. 154) Needs to include the custodian's telephone number, email, and mailing address; and be printed in at least 14-point bold in the bid contract.

11. Undisclosed Town permit and fee amounts

GC § 7.08 (p. 112) makes the Contractor responsible for permits and governmental charges but does not identify the Town's applicable fees or calculation methods. Add a bid/contract schedule listing each Town fee payable by the Contractor and its amount or calculation method, and identify other governmental entities that may impose project permits/fees. State "none" or "waived" for applicable Town fees that will not be charged.

Current law: Fla. Stat. § 218.80(3)–(4)

12. Update Florida notarial certificates

Update the Florida notarial blocks in the bidder qualifications (p. 13), prime/subcontractor noncollusion forms (pp. 16 and 18), public-entity-crimes affidavit (p. 49), trench-safety affidavit (p. 73), final release (pp. 159–160), and release/affidavit (p. 166). Add the missing physical-presence/online-appearance statement and required signer/identification details.

Current law: Fla. Stat. § 117.05(3)–(5), (13).

13. Verify convicted-vendor disqualification notice and scrutinized-company certifications

Current law: Fla. Stat. § 287.133(2)(a)–(b), (3)(a); § 287.017; Fla. Stat. § 287.135(2), (3), (5).

SECTION 001116 - INVITATION TO BID

The Town of Lake Hamilton, Florida, is soliciting bids to furnish all labor, materials, equipment, management, administration, supervision, insurance coverage, and any other facilities and services necessary to successfully construct, start-up, and warranty the completed Project (Town of Lake Hamilton – Town Hall Parking). The Project is generally described as filling of the existing on-site stormwater pond, removal of some existing curb and pavement, expansion of parking lot area, relocation/construction of new stormwater pond relocated across Simith Avenue, adding two stormwater inlets, two storm manholes, and a mitered end section and overflow spillway along with the associated stormwater piping to redirect stormwater to the new stormwater pond.

INSTRUCTIONS TO SUBMITTING ORGANIZATIONS:

A complete Bid Package, which contains all the necessary information, may be obtained via download at the following FTP site:

Location: https://transfer.pennoni.com
Login: **LAKHA25011**
Password (case sensitive): 2Y622Y2

A **non-mandatory** pre-bid conference for all bidders will be held at Town Hall, Town of Lake Hamilton on Wednesday**, November 18, 2026** at 2:00 pm, local time. The purpose of this meeting is to review the scope of work and completion schedule for this Project, to answer questions, and to ensure that there is a clear understanding of the work that must be performed and completion deadlines to successfully complete this entire project. Bidders are responsible for checking the FTP site for communications including any bid addenda. All bid questions must be received prior to Friday, **December 4, 2026**, at 5:00 pm local time to wsweikert@pennoni.com to be answered.

All bids must be in a sealed envelope, plainly marked on the outside with "TOWN OF LAKE HAMILTON – TOWN HALL PARKING". Bids shall be submitted together with any and all supporting documentation enclosed. Bids will be received at Lake Hamilton Town Hall located at 100 Smith Avenue, Lake Hamilton, FL 33851 ATTENTION: Jacqueline Borja until 3:00 pm local time on Friday, **December 11, 2026**. Submittals may be either mailed or hand delivered prior to the above deadline. Postmarks will not be accepted. Bids will be publicly opened and read aloud at 3:00 pm on Friday**, December 11, 2026**. It is the responsibility of the bidder to assure that bids are received at Town Hall no later than the specified time and date. Submittals received after this date and time will not be accepted or considered.

The Town reserves the right to waive any informalities or minor irregularities; reject any and all bids which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any bids in whole or in part with or without cause; and accept the bid which best serves the interests of the Town. Pursuant to the requirements of Section 287, Florida Statutes, all qualifiers are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.

Further, pursuant to federal law the Owner may not award this contract to any bidder which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

END OF SECTION 00 11 16

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Patrick Henry, Public Services Director

AGENDA ITEM: Consider Approval to Purchase a New Caterpillar 416 Backhoe Loader from Ring Power Corporation Utilizing Florida Sheriffs Association Contract FSA26-EQU24.0

DATE: November 10, 2026

SUMMARY & RECOMMENDATION:

The Utilities Department performs routine and emergency excavation work associated with water distribution maintenance, water main breaks, service connections, and infrastructure repairs. A dedicated backhoe is needed to support timely completion of these essential utility operations and improve response capabilities during emergencies.

Staff proposes the purchase of one new Caterpillar 416 Backhoe Loader as budgeted capital equipment for the Utilities Department. This is a new equipment acquisition. The backhoe will support daily maintenance, utility construction, emergency repairs, and other departmental operations.

Ring Power Corporation provided a quote dated October 22, 2026, under the Florida Sheriffs Association cooperative purchasing contract, Bid No. FSA26-EQU24.0, Item 233, Group Loader: Loader Backhoe 4x4. The contract is effective October 1, 2026, through September 30, 2028. The quoted equipment includes an enclosed cab, four-wheel drive, extendable stick, hydraulic thumb, loader attachments and pallet forks, and a five-year/5,000-hour Premier Warranty.

Piggybacking this contract offers several key benefits:

1. Competitive Pricing: The FSA contract is competitively bid statewide, ensuring the Town receives pricing that is typically lower than independently solicited bids.

2. Procurement Compliance: Piggybacking satisfies competitive procurement requirements without the need to issue a separate Town bid or RFP, saving time and administrative cost.

3. Expedited Acquisition: The Town can move forward with the purchase immediately, avoiding delays associated with conducting a standalone solicitation.

4. Vendor Reliability: The recommended vendor, Ring Power Corp, is an approved FSA contract supplier with a track record of delivering municipal grade heavy machinery.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☐ NO: ☐ N/A: ☒

FINANCIAL IMPACT: YES: ☒ NO: ☐

If Yes, Please Explain: The total cost to purchase one new Caterpillar 416 Backhoe Loader from Ring Power Corporation is $149,279.00, including the five-year/5,000-hour Premier Warranty. Funding is available in the Utilities Department's Wastewater Capital Machinery and Equipment for FY 26/27 and was approved in the budget. The purchase will not require additional appropriations. Long-term cost savings are anticipated through reduced maintenance on the older backhoe and improved operational efficiency. GL Code 401-533-632

RECOMMENDATION:

ATTACHMENT(S):
CITY OF LAKE HAMILTON 416 CAB QUOTE 10-26.pdf
(Action Item) TOLH_ Ring Power Corp agreement for services.pdf
(Action Item) REQUEST FOR PAYMENT VOUCHER Backhoe.pdf

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
City of Lake Hamilton

10/22/2026

(1) NEW CATERPILLAR 416 BACKHOE LOADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA26-EQU24.0
Item 233, Group: Loader: Loader Backhoe 4x4
Effective Dates: October 1, 2026, Through September 30, 2028

BASE MACHINE

BASE	Caterpillar 416 Per Sheriff's Contract Specifications	**$120,106**

MACHINE SPECIFICATIONS

543-3339	416 07A BHL CFG2
543-4281	STICK, EXT, 14, MECH
543-4899	PT, 4WD, STD SHIFT, MECH
542-7779	ENGINE, 70KW, C3.6 DITA, T4F
564-0306	HYD, GP, 5FCN
544-0353	CONTROLS, BACKHOE PATTERN
557-4932	CAB, STANDARD
545-5047	DISPLAY, STD
491-6733	WORKLIGHTS (4) HALOGEN LAMPS
611-0335	SEAT, FABRIC
206-1747	BELT, SEAT, 2" SUSPENSION
542-7810	AIR CONDITIONER, T4F
639-4880	PRODUCT LINK, CELLULAR, PLE643
379-2161	TIRES, 12.5 80/19.5L-24, GY
337-9693	COUNTERWEIGHT, NONE
9R-6007	STABILIZER PADS, FLIP OVER
545-8548	LOADER BUCKET PINS
337-7385	BUCKET-GP, 1.30YD3, PO

9R-5321	CUTTING EDGE, TWO PIECE	
219-3387	BUCKET-HD, 24", 6.2 CFT	
559-0872	INSTRUCTIONS, ANSI	
421-8926	SERIALIZED TECHNICAL MEDIA KIT	
423-7607	PLATE GROUP - BOOM WEAR	

SPECIFIED OPTIONS

337-9696	CTWT, 1015 LBS	$1,695
491-6734	WORKLIGHTS (8), HALOGEN LAMPS	$59
551-6452	RIDE CONTROL	$1,431
657-6396	LINES, AUX COMBO, E-STICK	$3,368
282-5409	THUMB, HYDRAULIC, NO TINE, BHL	$5,631
221-4282	THUMB, TINE, A 1	$426
634-6334	BEACON, AMBER LED	$279
540-2298	STD RADIO (12V)	$535
554-4187	HYD, MP, 6FCN, QC	$6,923
251-1800	BUCKET-GP, 1.31 YD3, IT	$2,855
6W-8832	CARRIAGE, PAL CL3, 61", IT	$2,199
195-6935	FORK TINE, 2" X 5" X 48" (2)	$1,620
353-1389	GUARD, STABILIZER	$803
	TOTAL OF SPECIFIED OPTIONS	**$27,824**

NON-SPECIFIED OPTIONS

454-6610	FAN, STD	$299
337-7385	BUCKET-GP, 1.30YD3, PO	($2,825)
456-3390	COUPLING, QD, THREADED CAPS	$508
516-5913	BATTERY, HEAVY DUTY	$295
	SUBTOTAL	($1,723)
	LESS 21% SHERIFF'S CONTRACT DISCOUNT	$361.83
	TOTAL OF NON-SPECIFIED OPTIONS	**($1,361.17)**

NON-CONTRACT OPTIONS

	5 YEAR / 5,000 HOUR PREMIER WARRANTY	**$4,925**

	SUB TOTAL	$151,493.83
	LESS ONE-TIME ADDITIONAL DISCOUNT	($2,214.83)
	TOTAL TRANSACTION PRICE	**$149,279.00**

Best regards,

Jeremy Roberts
Sales Representative
Ring Power Corporation

AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES

BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, Ring Power Corp., a Florida corporation (the "Contractor"), entered into an agreement dated October 1, 2026 with the Florida Sheriffs Association, a Florida municipal corporation or political subdivision of the State of Florida, for Heavy pursuant to F.S. §287.057 (the "Contract").

WHEREAS, the Town of Lake Hamilton, a Florida municipal corporation (the "Town") has the legal authority pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the Town desires to "piggyback" onto the above referenced Contract between the Contractor and the Florida Sheriffs Association for utilization of the same or similar services for purchasing equipment (the "Work") and the Contractor consents to the aforesaid "piggybacking".

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with the Florida Sheriffs Association and agrees to perform the services set forth therein for the Town in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "Town of Lake Hamilton" shall be substituted for the term "Florida Sheriffs Association" throughout the Contract.

2. The Town agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Florida Sheriffs Association Agreement until the Work is completed.

A. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, the Seller shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. The Seller 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. The Seller shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Seller or keep and maintain public records required by the public agency to perform the service. If the Seller transfers all public records to the public agency upon completion of the contract, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of the contract, the Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

5. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Seller of the request, and the Seller must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

6. If Seller does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

7. A Seller who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

8. If a civil action is filed against a Seller to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Seller the reasonable costs of enforcement, including reasonable attorney fees, if:

(a) The court determines that the Seller unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Seller has not complied with the request, to the public agency and to the Seller.

9. A notice complies with subparagraph (8)b if it is sent to the public agency's custodian of public records and to the Seller at the Seller's address listed on its contract with the public agency or to the Seller's registered agent. Such notices must be sent by common carrier

delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

10. A Seller who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE SELLER 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:

Town of Lake Hamilton

Attn: City Clerk

100 Smith Ave

Lake Hamilton, FL 33851 (863) 439-1910 ext 110

Jborja@townoflakehamilton.com

CONTRACTOR NAME

_____

By: Ring Power Corp

WITNESS:

_____

WITNESS:

_____

TOWN OF LAKE HAMILTON

_____

By: Britnney Sandoval, Town Manager

ATTEST:

_____

City Clerk

Request for Payment $25,000 and Over

Deparment:	**Water**
Request Date:	**10/30/2026**
Requested Amount:	**149,279.00**

Purchase Description

Purchase from Ring Power Corporation 500 World Commerce Parkway, St. Augustine, Fl. 32092

Approved by Council in FY26/27 Budget

(1) NEW CATERPILLAR 416 BACKHOE LOADER

401-533-632 FY 26/27

Only Use The Line Below If Funds Are Being Transsferred From Another GL-Account

GL-ACCT#:		**GL-ACCT#:**	
FROM		TO	

Dept. Director:	
Administrator:	
Finance Director:	

Approved Date:	
Mayor:	
Town Clerk:	

Town of Lake Hamilton
Town Council
Agenda Summary Report

TO: Town Council

THROUGH: Brittney Sandoval, Town Administrator

FROM: Jonah Katz, Community Development Direcctor

AGENDA ITEM: Discussion and Policy Direction: Land Development Code (LDC) Amendment for Corner Lot Fenes and Utility Easement Encroachments

DATE: November 10, 2026

SUMMARY & RECOMMENDATION:

Consideration and direction of staff regarding critical regulatory gap in the Town's Land Development Code (LDC) concerning residential fence placements on corner and double frontage lots.

Upon Town Council direction, Planning Department staff will draft Land Development Code (LDC) amendments to address this lack of legal direction on corner lot fence setbacks and site plan standards that have been especially impactful to Scenic Terrace homeowners. In addition, staff will research and propose alternative directions regarding fence setbacks and easement enforcement.

Staff recommends a temporary administrative stay on existing code enforcement violations for corner lot fences until there is a resolution.

CONSENT AGENDA ☐ **OLD BUSINESS** ☐ **NEW BUSINESS** ☒

ATTORNEY REVIEW: YES: ☒ NO: ☐ N/A: ☐

FINANCIAL IMPACT: YES: ☐ NO: ☒

If Yes, Please Explain: N/A

RECOMMENDATION:

ATTACHMENT(S):
Staff Recommendation - Corner Lot LDC.pdf

Recommendation

To: Town Council

From: Jonah Katz, Director - Community Development Department

Date: November 2, 2026

Subject: Discussion and Policy Direction: Land Development Code (LDC) Amendment for Corner Lot Fenes and Utility Easement Encroachments

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RECOMMENDATION: Consideration and direction of staff regarding critical regulatory gap in the Town's Land Development Code (LDC) concerning residential fence placements on corner and double frontage lots.

BACKGROUND AND PURPOSE:

For approximately 2.5 years, the Planning Department utilized a non-codified administrative practice allowing fences on corner lots to extend up to five (5) feet past the side wall of a principal structure, often encroaching into Duke Energy utility easements. This practice was most commonly used in reviewing fences in the Scenic Terrace subdivision and have recently been challenged by property owners.

Staff requests policy direction to draft a formal LDC Text Amendment that provides an immediate, legally enforceable framework to resolve this ongoing dispute.

Our historical LDC regulations address accessory structures on corner lots by requiring that they not be located closer to the side-street right-of-way than the principal structure (the house). Under strict legal interpretation, fences are frequently categorized as accessory structures.

The intent of the original code was to preserve sight visibility triangles at intersections, prevent streetscape clutter, and maintain open corridors along side streets.

However on modern, compact suburban lots (such as those in Scenic Terrace), enforcing a strict alignment with the house wall strips corner-lot homeowners of nearly their entire usable side yard.

Starting in early 2024, previous planning administration sought to balance homeowner utility with the code by allowing a 5-foot waiver off the side wall of the home. This compromise took into account other recorded easements on Scenic Terrace plat, allowing for the fence as an accessory structure 5 foot off the principal structure but limiting encroachment on other easements, primarily those enforced by Duke Energy and the Scenic Terrace HOA.

This 5-foot waiver was never formally codified via an ordinance, therefore it lacks legal precedent.

Staff has outlined the following policy options to consider:

Option 1: Codify the 5-foot rule – formally amend the LDC to allow fences on corner/double frontage lots to extend up to 5 feet past the principal structure's side wall.

Option 2: Revert to Strict Enforcement – Eliminate the administrative waiver entirely. Enforce the code text literally, requiring all fences to align perfectly with the house wall.

Option 3: Utility-Consent Contingency – Amend the code to allow fences past the wall only if the homeowner provides an executed, recorded Easement Use Agreement from Duke Energy.

FISCAL AND STRATEGIC IMPLICATIONS:

Administrative Clarity: Homeowners facing enforcement actions are using this administrative consistency and our fragmented code regarding this issue to challenge the Town's authority to regulate setbacks. While the HOA for Scenic Terrace has been a better partner with the Town in recent months to clearly state site regulations in accordance with their own PUD ordinance, a code update can provide clear legally defensible guidance on town's authority to regulate fences.

Fiscal Impact: Minimal fiscal impact; with a possible saving of staff time in interpreting unclear regulations and working with frustrated Lake Hamilton residents and property owners to come into code compliance.

Upon Town Council direction, Planning Department staff will draft Land Development Code (LDC) amendments to address this lack of legal direction on corner lot fence setbacks and site plan standards for many Lake Hamilton neighborhoods. In addition, staff will research and propose alternative directions regarding fence setbacks and easement enforcement.

Staff recommends a temporary administrative stay on existing code enforcement violations for corner lot fences until there is a resolution.