Revised 2/11/16

SPECIAL MEETING OF THE LADY LAKE TOWN COMMISSION

DATE: Wednesday, February 17, 2016
TIME: 6:00 p.m.
PLACE: Town Hall Commission Chambers
409 Fennell Blvd., Lady Lake, Florida

ALL INTERESTED PERSONS ARE CORDIALLY INVITED TO ATTEND THIS PUBLIC MEETING

AGENDA*

A. CALL TO ORDER: Mayor Ruth Kussard

B. PROCEDURAL: *Citizens are encouraged to participate in the Town of Lady Lake meetings. Speakers will be limited to three (3) minutes. Additional time may be granted by the Mayor. Citizen groups are asked to name a spokesperson and the Mayor, at his/her discretion, may allow longer than three minutes. Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and put your cell phone on silent mode.*

C. PLEDGE OF ALLEGIANCE: Mayor Ruth Kussard

D. INVOCATION[1]: Reverend Jerry Montgomery – Immanuel Baptist Church

E. ROLL CALL

F. PUBLIC COMMENTS[2]

G. PRESENTATION:

1. Presentation/Discussion/Direction Regarding the Potential Construction of a Utilities Operations Building to be Located at the Public Works Complex (C.T. Eagle) (Pg. 4)

H. CONSENT[3]:

2. Minutes – February 1, 2016 – Regular Commission Meeting (Pg. 20)

I. OLD BUSINESS:

J. NEW BUSINESS:

3. Consideration to Partner with the Lady Lake Garden Club and Invest $1,097.95 of Donated Tree and Beautification Funds to Landscape the Community Building (Mike Burske) (Pg. 38)

4. Consideration of Approval to Rename the Minor Baseball Field "Chase Field" (Mike Burske) (Pg. 47)

5. Consideration of Bid Documents to Construct the Final Phase of Wastewater Treatment Plant (WWTP) Aeration Improvements Identified within the Town's 2014 Wastewater & Reuse System Master Plan (C.T. Eagle) (Pg. 50)

K. TOWN ATTORNEY'S REPORT:

6. Ordinance No. 2016-05 – Second/Final Reading – Small Scale Future Land Use Comprehensive Plan Amendment – Sun Communities Operating, LP – Small Scale Future Land Use Comprehensive Plan Amendment from Lady Lake Rural High Density (RHD) to Lady Lake Manufactured Home High Density (MH-HD) for Two Lots of Approximately 2.6 +/- Acres – Located within Water Oak Country Club Estates within Lake County, Florida (Alternate Keys 1279496 and 1279216) (Thad Carroll) (Pg. 329)

7. Ordinance No. 2016-06 – Second/Final Reading – Rezoning – Sun Communities Operating, LP – Rezoning from Lady Lake Agriculture Residential (AG-1) to Lady Lake Manufactured Home High Density (MH-9) for Two Lots of Approximately 2.6 +/- Acres – Located within Water Oak Country Club Estates within Lake County, Florida (Alternate Keys 1279496 and 1279216) (Thad Carroll) (Pg. 372)

8. Resolution No. 2015-113 – First/Final Reading (Continued from January 4, 2016 Meeting) – Variance Request by SRK Lady Lake 43 Associates, LLC for the Verizon Store to Allow a Secondary Wall Sign to be Placed on the Northwest Elevation of an Outparcel Building – Located at 472 N. US Hwy 27/441 (Thad Carroll) (Pg. 395)

9. Resolution No. 2016-101 – First/Final Reading – Variance Request – Douglas C. Wade – Variance From Chapter 16, Article III, Section 16-85, Section 503, 1., to Allow the Lowest Floor of the Home Structure to Remain at the Base Flood Elevation Plus One Foot or 65.0 Feet Rather than the Required One and a Half Feet or 65.5 Foot Elevation – Located at 1004 Nell Way (Thad Carroll) (Pg. 438)

L. TOWN MANAGER'S REPORT:

10. Update from the Department of Revenue on the Overpayment of the Communication Services Tax (Kris Kollgaard)

M. MAYOR/COMMISSIONER'S REPORT:

N. PUBLIC COMMENTS[4]

O. ADJOURN

***Back up for agenda items is available on the Town's website at www.ladylake.org or contact the Town Clerk at (352) 751-1571.**

This public hearing is being conducted in a handicapped accessible location. Any handicapped person requiring an interpreter for the hearing impaired or the visually impaired should contact the Clerk's Office at least two (2) days prior to the meeting and an interpreter will be provided. To access a Telecommunication Device for Deaf Persons (TDD), please call (352) 751-1565. Any handicapped person requiring special accommodations at this meeting should contact the Clerk's Office at least two (2) days prior to the meeting.

Advice to the Public: If a person decides to appeal a decision made with respect to any matter considered at the above meeting or hearing, he may need a verbatim record of the proceedings including the testimony and evidence, a record of which is not provided by the Town of Lady Lake. (F.S. 286-0105)

Please be advised that one or more members of any other Town Board or Committee may be in attendance of this meeting.

NS/Word/Town Clerk/Agendas - Commission Meeting – 02-17-2016

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[1] *Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.*

[2] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

[3] *All items listed under consent are considered routine by the Town Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Town Commissioner so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.*

[4] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

TOWN COMMISSION AGENDA ITEM

G-1

REQUESTED COMMISSION MEETING DATE: February 17th, 2016

SUBJECT: Presentation/Discussion/Direction regarding the potential Construction of a Utilities Operations Building to be located at the Public Works Complex.

DEPARTMENT: Public Works- Utilities

STAFF RECOMMENDED MOTION: Approve the Public Works Director to proceed with moving forward with the Utilities Operations Building Project and bring proposals back to Town Commission for Consideration.

SUMMARY: The Public Works Director is requesting direction from the Town Commission for the potential construction of a Utilities Operations Building to be located at the Public Works Complex. A PowerPoint slideshow will be presented to expand on the request.

FISCAL IMPACT: None at this time
$825,300 *(estimated) future costs*
(Town presently has $1.55M in Utilities Impact Fees)

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[ ] Other [X] Support Documents – PowerPoint Presentation

DEPARTMENT HEAD **Submitted** **Date: 2-2-2016**

FINANCE DEPARTMENT **Approved as to Budget Requirements** **Date** 2/8/16

TOWN MANAGER **Approved Agenda Item for:** 2/17/16 **Date** 2/8/16

COMMISSION ACTION:

[ ] Approved as Recommended **[ ] Disapproved** **[ ] Tabled Indefinitely**

[ ] Continued to Date Certain **[ ] Approved with Modification**

UTILITIES OPERATIONS BUILDING

TOWN OF LADY LAKE

PUBLIC WORKS COMPLEX

WHY IS IT NEEDED?

- DESIGNATED OFFICES AND FACILITIES FOR STAFF
  - SHARED OFFICES – 4 FIELD STAFF IN ONE OFFICE
  - SUPERVISOR OFFICE IN ADMIN CONFERENCE ROOM
  - SCADA COMPUTER SYSTEM ON DESK IN SUPERVISORS OFFICE
  - WATER TREATMENT PLANT LEAD OPERATOR OFFICE IN REUSE PLANT EQUIPMENT ROOM
  - FACILITY NEEDS STUDY RECOMMENDED FUTURE EXPANSION OF PW FACILITIES TO ACCOMMODATE UTILITIES DEPARTMENT NEEDS

- EQUIPMENT STORAGE
  - THE UTILITIES DEPARTMENT UTILIZES A VARIETY OF EQUIPMENT TO PERFORM MAINTENANCE AND REPAIR OF THE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS
  - ONE STORAGE BAY CURRENTLY AVAILABLE TO HOUSE EQUIPMENT
  - EQUIPMENT LEFT OUT IN THE ELEMENTS

- SCADA SYSTEM AND COMPUTERIZED SYSTEMS CENTRALIZATION
  - SCADA STANDS FOR SUPERVISORY CONTROL AND DATA ACQUISITION
  - SCADA IS GENERALLY A COMPUTERIZED TELEMETRY SYSTEM THAT ALLOWS OPERATORS TO MONITOR AND HAVE SOME CONTROL OF FACILITIES SUCH AS LIFT STATIONS, PUMPS AT THE WELLS, PLANT OPERATIONS
  - THE TOWN HAS INVESTED A SUBSTANTIAL AMOUNT OF FUNDS TO IMPLEMENT SCADA THROUGHOUT THE WATER AND WASTEWATER SYSTEMS
  - SCADA SERVERS AND RELATED DEVICES ARE LOCATED IN VARIOUS LOCATIONS
  - MORE EFFICIENT TO BE CENTRALIZED IN A CONTROL ROOM BUILT TO HOUSE COMPUTERIZED SYSTEMS

FACILITY NEEDS STUDY 2005

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TOWN OF LADY LAKE
FACILITY NEEDS ASSESSMENT

UPDATE 11/17/2005

I. INTRODUCTION

Neel-Schaffer, Inc. (NSI) performed a facility needs assessment of the Town's existing facilities, including, the Town Hall Complex, Library and Community Center, Rolling Acres Complex and the Public Works Complex. In addition, NSI evaluated the various departments and personnel needs within each of these facilities. The scope of work included:

- Evaluate boundary and topographic surveys of existing facilities;
- Assess physical internal and external features of the existing facilities;
- Performed field visits to each facility;
- Performed interviews with department heads to evaluate unique and specific issues related to their department, as well as determine future growth needs of their department;
- Analyze survey data collected and review of the opportunities and constraints for growth and physical expansion;
- A summarization of the above; and
- Development of staff recommendations and the associated capital costs of considered recommendations for management and improvement of the Town's current and future facility needs.

II. GENERAL OVERVIEW

The Town is currently dealing with "external" and "internal" growth issues. The external issues include, but are not necessarily limited to:

- Regional population growth (the Town currently has a population of approximately 13,000 residents and expects this number to nearly double between the years 2010 - 2020);
- Impacts on municipal services, such as water, waste water, roads and safety (police); and
- Historic growth patterns of development along the U.S. 441/State Highway 27 corridor, which has lead to somewhat decentralized growth and sprawl.

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Internal issues include, however are not necessarily limited to:

- Inadequate physical plant capacity (specifically at the Town Hall Complex where actual physical expansion on existing building limitations);
- General lack of storage and/or filing space, including safe storage of Town records and documents;
- Lack of functional/operational use of space (specifically at the Town Hall Complex where the ratio of useable office space to circulation is low);
- The Town Hall Complex external configuration (hard envelop contraints) and internal space deficiencies are exacerbated with the current growth/expansion issues of the Police Department;
- Library and Community Center current growth/expansion needs; and
- Parks and Recreation Department facility space needs created by the expansion of the Library system.

The combination of the above has greatly impacted the Town and its ability to continue to provide the necessary and good services it has to date.

III. SPECIFIC FACILITY NEEDS

The following facilities were identified for needs assessment and review:

- Town Hall Complex (includes Police Facilities)
- Library/Community Center
- Rolling Acres Complex
- Public Works complex

A. Town Hall Complex

- Building design limits expansion (given the physical connection between the Town Hall and the Police Department, this becomes a substantial issue due to very specific needs of the Police Department);
- Inefficiencies in the current configuration and use of the spaces;
- Inefficiencies in the physical relationship of certain departments;
- Lack of storage (all types, including secure records storage);
- Security (an issue for some departments, as well as with the Police Department);
- Consideration of the location of the Town Hall Complex and the current property upon which the Complex is located

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B. Library/Community Center

- Has been through a number of renovations, having once been the Town Hall;
- As the regions library, currently services the Villages, which, given the heavy library use by retirees, has created a need for expansion of physical space and services;
- Library expects to serve a growing population (24,000 residents by the year 2020);
- According to recent facilities study, the Library should have approximately 20,000 square feet of space and parking for 110 automobiles;
- The existing Library building could be renovated to (needed) community meeting space;
- The adjacent Parks and Recreation building and property could accommodate the Library expansion, in which case, there would be a need for relocation of those facilities;

C. Rolling Acres Complex

- Given the potential use of the existing Parks and Recreation Facility for expansion of the Library, the Rolling Acres Complex provides an opportunity to consolidate the Parks and Recreation facilities on available land within the complex;
- The potential siting of the Parks and Recreation facilities, in the southwest corner of the Complex, allows for easy access for equipment, workers, vendors and the public;
- Facility requirements include a 7,000 square feet building (pre-engineered metal building) on a 0.5 acre area

D. Public Works Complex

- Expansion of the Wastewater Treatment systems/operations, currently under construction;
- Addition of Water System/operations, future construction of Well #4;
- Existing Public Works administration building design allows for fairly simple expansion on the west end of the building, adjacent to the current Public Works administrative offices (considered expansion of approximately 3000 square feet),
- Additional Garage/Storage Facility in available open space in Public Works Complex (approximately 10,000 square feet pre-engineered metal building)

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IV. CONSIDERED RECOMMENDATIONS

Preliminary recommendations considered by Town staff include immediate and long term, phased recommendations, as well as a probable capital cost associated with those recommendations. The considered recommendations to manage and improve the Town's current and future space needs are provided in following sections.

A. Town Hall Complex

- Upgrade furnishings to "work station" type to allow for more efficient use of limited space;
- Consider relocation of departments and/or personnel to better match existing configuration of physical space to needs of users;
- Same as above, however, include actual remodeling of internal office space;
- Building expansion along north side of Town Hall. Design determinants would include, however not be limited to the rearrangement and placement of departments and personnel, circulation, and public access. 10,000 square feet addition is currently being recommended for future consideration;
- Given the adjacency requirements of the Police Department and their specific and unique program requirements and the existing buildings limited expansion design and siting, the Police Departments growth needs are best served through the construction of a new facility. This facility, if desired, could be located on the existing Town Hall complex site. Construction of a 30,000 square feet building herein is being recommended for future consideration.
- Renovation and/or conversion of Police Department space for administrative department use.

B. Library

- Provided the relocation of Parks and Recreation facilities is feasible;
- Remodeling of existing Library for Community Center Use;
- 2006 Library design (20,000 SF Building)-single story construction will result in use of the Boy Scout area for parking;
- 2007 Construction

C. Rolling Acres Complex

- Land available for relocation of Parks and Recreation facilities;
- 7,000 square feet building

D. Public Works Complex

- 3000 square feet addition to existing Public Works Building
- New 10,000 square feet Garage/Storage Building (pre-engineered building)

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V. RECOMMENDED PHASING/PRIORITIES

The following list of priorities is recommended for consideration for improving the Town's immediate and future space needs.

A. Phase 1A: Upgrade furnishings to "work station" type to allow for more efficient use of limited space; Consider relocation of departments and/or personnel to better match existing configuration of physical space to needs of users; minor interior improvements to existing Town Hall Facility with emphasis on providing storage for secure records; Estimated Cost: $386,000 (please refer to summary table)

B. Phase 1B: 2006 Library Design/2007 Construction, remodel existing Library; relocate Parks and Recreation Department to Rolling Acres Complex
Estimated Cost: $7,399,000 (please refer to summary table)

C. Phase 2: Town Hall addition, building expansion along north side of Town Hall
Estimated Cost: $1,890,000 (please refer to summary table)

D. Phase 3A: Construction of a 30,000 square feet Police Department Facility, remodeling of existing Police Department space for Town Administration Expansion
Estimated Cost: $10,220,000 (please refer to summary table)

E. Phase 3B: Recommended improvements to Public Works Complex
Estimated Cost: $2,079,000 (please refer to summary table)

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SUMMARY OF PROBABLE CAPITAL COSTS FOR FACILITY IMPROVEMENTS

FACILITY/DESCRIPTION	COSTS*
TOWN HALL COMPLEX	
Upgrade Furnishings (23-8'x8' work stations)	$ 92,000
Remodeling of Admin. Offices (assume 3000 sf)	$294,000
10,000 sf Building Addition	$1,890,000
New 30,000 sf Police Department Building	$9,240,000
Remodel Existing PD space (assume 10,000 sf)	$980,000
LIBRARY/COMMUNITY CENTER	
Remodeling of Existing Library (assume 3000 sf)	$294,000
New 20,000 sf Library Building	$6,160,000
ROLLING ACRES COMPLEX	
New 7,000 sf Parks and Rec. Building	$945,000
PUBLIC WORKS COMPLEX	
Building Addition (assume 3,000 sf)	$504,000
New 10,000 sf Garage/Storage Building	$1,575,000
TOTAL FACILITY NEEDS COSTS	$21,974,000

* Based on 2005 estimates, includes 20% architectural/engineering/sub-consultant fees and 20% contingencies.

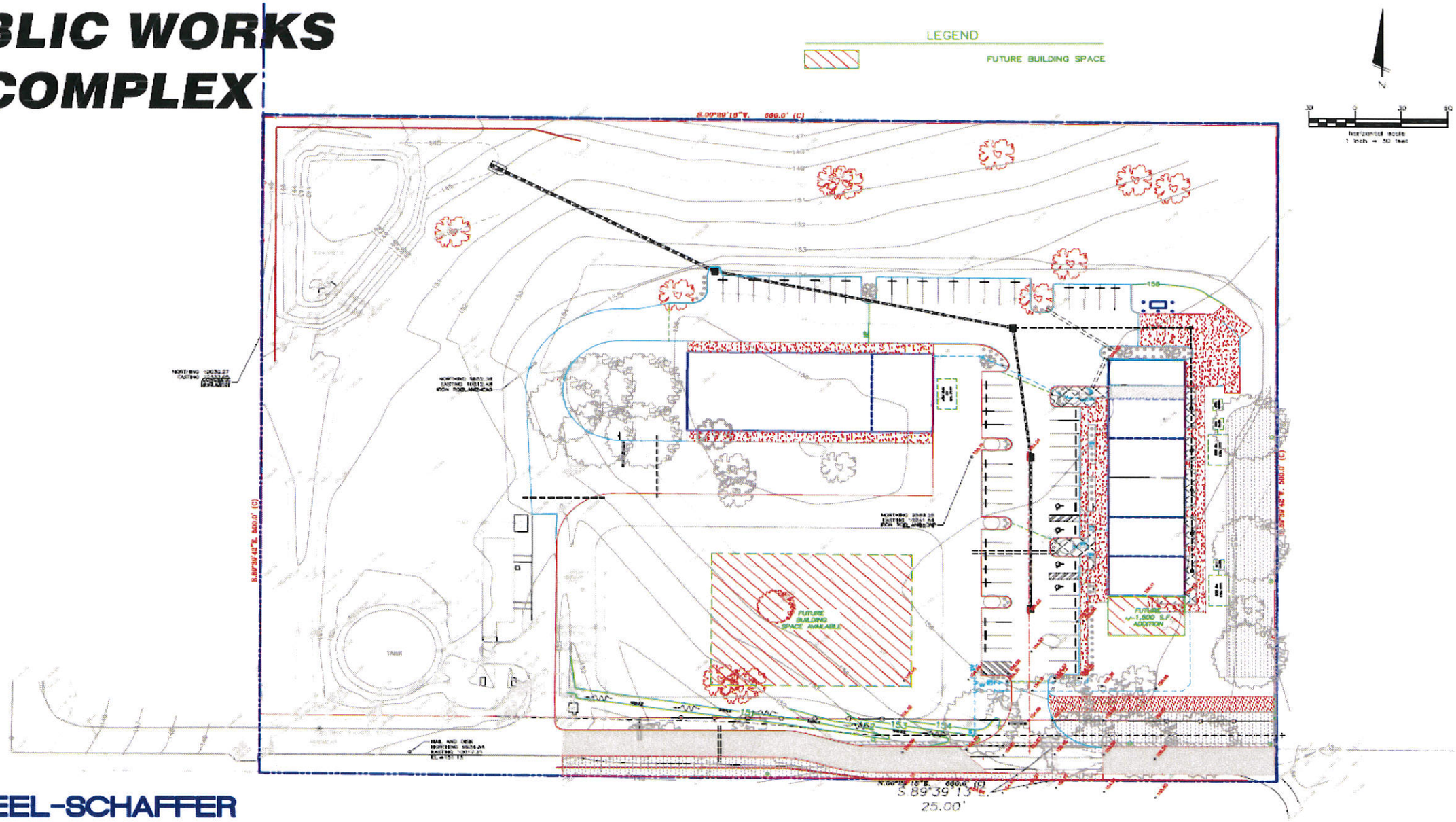
Town Hall Complex
- 8'x8' work station for approximately 23 personnel (25% of current staff of 93) = $92,000
  (List price = $6,000 per station; Government Discount price = $4,000 per station)
- Remodeling Unit Cost: $70 per square feet (assume 3,000 sf of renovations) = $210,000
  Fees: $84,000 for fees and contingencies
- Building Addition Unit Cost: $120 per square feet (10,000 sf) = $1,200,000
  Associated Site Work Unit Cost: $15 per square feet; assume 10,000 sf = $150,000;
  Fees: $540,000 for fees and contingencies
- New Construction Unit Cost: $175 per square feet (30,000 sf) = $5,250,000
  Associated Site Work Unit Cost: $15 per square feet (assume 90,000 sf) = $1,350,000;
  Fees: $2,640,000 for fees and contingencies
- Remodeling Unit Cost: $ 70 per square feet (assume 10,000 sf of PD renovations) = $700,000
  Fees: $280,000 for fees and contingencies

Library/Community Center
- Remodeling Unit Cost: $70 per square feet (assume 3,000 sf of renovations) = $210,000
  Fees: $84,000 for fees and contingencies
- New Construction Unit Cost: $175 per square feet (20,000 sf) = $3,500,000
  Associated Site Work Unit Cost: $15 per square feet (assume 60,000 sf) = $900,000.
  (Per Lake County Library Report $4,700,000 for 20,000 sf facility)
  Fees: $1,760,000 for fees and contingencies

Rolling Acres Complex
- New Construction Unit Cost: $75 per square feet (7000 sf) = $525,000. (Pre-Engineered Metal Building)
  Associated Site Work Unit Cost: $15 per square feet (assume 10,000 sf) = $150,000.
  Fees: $270,000 for fees and contigencies

Public Works Complex
- Building Addition Unit Cost: $120 per square feet (assume 3,000 sf addition) = $360,000
  Fees: $144,000 for fees and contingencies
- New Construction Unit Cost: $75 per square feet (10,000 sf) = $750,000. (Pre-Engineered Metal Building)
  Associated Site Work Unit Cost: $15 per square feet (assume 25,000 sf) = $375,000
  Fees: $450,000 for fees and contingencies

PUBLIC WORKS COMPLEX



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TOWN OF LADY LAKE
FACILITY NEEDS ASSESSMENT PROJECT
EXHIBIT No.5

GENERAC
POWER SYSTEMS

Bobcat

Bobcat
3382
Bobcat of Orlando
331
Bobcat

PUBLIC WORKS
HOURS
MON - FRI
7:00AM - 3:30PM
ANIMAL CONTROL
HOURS
MON - FRI
8:30AM - 4:30PM

HOW WILL IT BE FUNDED?

- WATER, WASTEWATER, AND REUSE WATER IMPACT FEES
- CURRENTLY OVER $1.55 MILLION AVAILABLE IN IMPACT FEE FUNDS
- THE IMPROVEMENTS CAN UTILIZE IMPACT FEES FOR DEVELOPMENT BASED UPON THE TOWN'S WATER, RECLAIMED WATER, AND SEWER IMPACT FEE STUDY COMPLETED BY BURTON AND ASSOCIATES, INC. (APRIL 2009) DELINEATED AS FOLLOWS:
  - GIS AND SCADA SYSTEM IMPROVEMENTS WERE DETAILED AS A CAPITAL IMPROVEMENT PROJECTS FOR BOTH THE EXISTING WATER AND SEWER SYSTEM IMPACT FEE REVIEW
  - EXISTING SEWER SYSTEM IMPACT FEE INCLUDES COST ASSOCIATED WITH THE PUBLIC WORKS COMPLEX WHICH THIS PROJECT WOULD EXPAND CAPACITY OF; AND
  - EXISTING WATER AND SEWER SYSTEM IMPACT FEE CALCULATIONS INCLUDE FACILITY IMPROVEMENTS SIMILAR TO THOSE CONTEMPLATED FOR THE 'OPERATIONS BUILDING'

WHAT WILL THE BUILDING BE USED FOR?

- SCADA SYSTEM CENTRALIZATION – CONTROL ROOM
- EQUIPMENT AND REPAIR ITEM INVENTORY STORAGE
- OFFICE SPACE

HOW MUCH WILL IT COST?

- 10,000 SF ($50/SF) METAL BUILDING + 2000 SF ($100/SF) INTERIOR OFFICE BUILD OUT = ESTIMATED $700,000 CONSTRUCTION COSTS FOR THE BUILDING
- ENGINEERING = $49,900 EST
- BIDDING = $6,000 EST
- ENGINEERING CONSTRUCTION ADMIN = $10,400 EST
- PERMITTING = $12,500 ERP MODIFICATION IF REQUIRED + $7500 SITE PLAN APPROVAL
- SURVEYING = $5000
- CONSTRUCTION INSPECTION = $34,000 EST IF REQUIRED

TOTAL = $825,300 EST

*NOTE - $825,300 IS LESS THAN THE ORIGINAL ESTIMATE GIVEN IN THE FACILITY NEEDS STUDY AT $1.575 MILLION USING CURRENT MARKET RATES

HIGHLIGHTS

- OPERATIONS BUILDING OFFICES WOULD FREE UP OFFICE SPACE IN THE ADMIN OFFICES, NO EXPANSION OF CURRENT BUILDING NEEDED PRESENTLY AS WAS RECOMMENDED IN THE FACILITY NEEDS STUDY
- COSTLY EQUIPMENT WOULD BE STORED INSIDE, BE EASILY ACCESSIBLE, AND OUT OF THE ELEMENTS
- SCADA SYSTEM WOULD BE CENTRALIZED INTO A CONTROL ROOM WITH ROOM TO GROW
- MORE ROOM TO STORE REPAIR PARTS, BLUEPRINTS, METER READING EQUIPMENT, ETC…
- IMPACT FEE ELIGIBLE – NO GENERAL FUND OR RETAINED EARNINGS FUNDS NEEDED

DISCUSSION/DIRECTION FROM COMMISSION

- IF COMMISSION IS IN AGREEMENT THAT THIS IS A PURSUABLE PROJECT, STAFF WILL BRING BACK PROPOSALS FOR CONSIDERATION
- QUESTIONS OR COMMENTS?

H-2

MINUTES OF THE SPECIAL MEETING OF THE LADY LAKE TOWN COMMISSION LADY LAKE, FLORIDA

February 1, 2016

The Special Meeting of the Lady Lake Town Commission was held in the Commission Chambers at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake, Florida with Mayor Ruth Kussard presiding. The meeting convened at 6:00 p.m.

A. CALL TO ORDER: Mayor Ruth Kussard

B. PROCEDURAL: *Citizens are encouraged to participate in the Town of Lady Lake meetings. Speakers will be limited to three (3) minutes. Additional time may be granted by the Mayor. Citizen groups are asked to name a spokesperson and the Mayor, at his/her discretion, may allow longer than three minutes. Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone. The order of agenda items may be changed if deemed appropriate by the Town Commission. Please be respectful of others and put your cell phone on silent mode.*

C. PLEDGE OF ALLEGIANCE

D. INVOCATION[i]: Minister Matt Malott – New Life Christian Church

E. ROLL CALL: Tony Holden, Commissioner Ward 2
Dan Vincent, Commissioner Ward 3
Paul Hannan, Commissioner Ward 4
Jim Richards, Commissioner Ward 5
Ruth Kussard, Mayor/Commissioner Ward 1

STAFF MEMBERS PRESENT: Kris Kollgaard, Town Manager; Derek Schroth, Town Attorney; Thad Carroll, Growth Management Director; C. T. Eagle, Public Works Director; Chris McKinstry, Police Chief; Marsha Brinson, Director of Library Services; Pam Winegardner, Finance Director; and Nancy Slaton, Deputy Town Clerk

F. PUBLIC COMMENTS[ii]

Mayor Kussard asked if there were any comments at this time.

- Phil Mathias commented that he has brought up the subject of the library before, and that several residents have spoken to him about the library. He asked if an independent person could do an audit on the usage of the library. Mr. Mathias stated he has had more people tell him that it is not being utilized 25% of its usage. He asked if it is utilized more than when the Town had the smaller library for the $4.5 million investment spent.

Town Manager Kris Kollgaard replied that the library has automated counters on the doors. She stated she is in there a great deal and sees plenty of people using it. Ms. Kollgaard stated that a lot of classes are held there, the computers are always being used, and the meeting rooms upstairs are rented out.

DRAFT

Mayor Kussard stated she is also in there at least once a week and that the library is utilized. She stated the computers are always full, and people are in there reading and looking for books. She stated that the counts are reported each month to show the usage.

Library Director Marsha Brinson stated she just completed her monthly statistics for January 2016. She stated they have been seeing huge increases each month, and saw a 390% increase in programming and attendance in the library as recently as December. She stated over 14,000 people used the building in January.

- Joe Quinn of 633 Rainbow Blvd. commented that the beauty of the new library in Lady Lake is that it can be used for meetings, get-togethers for instructions, etc., and there is no other place in Lady Lake for these type of uses. He stated public space is subject to slow times and is crowded at other times.

Ms. Kollgaard commented that the meeting rooms upstairs in the library have been utilized for early voting as well.

Mayor Kussard stated that Tax Aide also uses the upstairs meeting rooms in the library for tax help.

G. CONSENT[iii]:

Mayor Kussard asked if there were any questions or comments on the Consent items, and hearing none, asked for a motion.

1. <u>Minutes – January 20 2016 – Special Commission Workshop Meeting, Special Commission (Conceptual) Meeting, and Special Commission Meeting</u>

2. <u>Consideration to Host the Scam Jam Shred-a-Thon on February 27, 2016 (Chris McKinstry)</u>

The background summary for this agenda item is on file in the Clerk's Office. It states that pending Town Commission approval, the Lady Lake Police Department is planning to host the Fourth Annual Scam Jam Shred-A-Thon on Saturday, February 27, 2016 from 10 a.m. until 2 p.m. at the north front parking lot of Target. This program is designed to increase public awareness with regard to current trends in criminal scams affecting our community and identify those responsible. Additionally, our agency will have educational information available to help citizens protect their identity and personal financial information from being compromised. Residents will be able to bring documents to be destroyed to this event and several shred trucks are being made available courtesy of Citizens Bank. Community partners expressing an interest in participating in this event include: Citizens First Bank, Target, Seniors vs Crime, and our neighboring law enforcement agencies in Lake, Sumter and Marion counties. Attendance at the past Shred-A-Thon events has been phenomenal. Last year, a record 9.1 tons of documents were shredded.

3. <u>Consideration of Memorandum of Agreement between the Florida Department of Corrections and the Lady Lake Police Department (Chris McKinstry)</u>

The background summary for this agenda item is on file in the Clerk's Office. It states that Memorandums of Agreement are accepted practice between criminal justice agencies in furtherance of their respective duties under law for the purpose of facilitating assistance as described within the agreement. The purpose of the agreement is to provide a mechanism for the Department through its Community Corrections Circuit Office (specifically, the 5th Circuit in Lake County) and the Agency

DRAFT

to share investigative information and collaborate on enforcement efforts with a goal of reducing criminal activity by coordinating physical resources, manpower and criminal intelligence. Town Attorney Derek Schroth has reviewed and approved the attached agreement.

4. Consideration of the Application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (Chris McKinstry)

The background summary for this agenda item is on file in the Clerk's Office. It states that Staff is requesting approval to accept the 2015 Edward Byrne Memorial Justice Assistance Grant to purchase two temporary tactical shelter tents if awarded. Emergency personnel in Florida are required to work outside under many adverse environmental conditions such as sun, heat and rain. Shelter is required to provide a safe haven for personnel to effectively perform job functions. The rapid deployment and instant function of shelter is a necessity in exigent situations to protect first responders and identify safe locations. Acquisition of temporary tactical shelter tents will accomplish the goal of protecting emergency personnel during outdoor events where adverse environmental situations and no other shelter or option is available.

The Lady Lake Police Department conducts various outdoor community events throughout the year. A supplemental use for these tents would be to provide shelter for Town employees and other participants during each occasion without having to rely on an outside entity to temporarily provide it for us. It is expected that the Town of Lady Lake's share of this grant opportunity will be approximately $1,265.00.

Upon a motion by Commissioner Hannan and a second by Commissioner Vincent, the Commission approved Consent Items #G-1 through #G-4 by a vote of 5 to 0.

H. (*This letter was inadvertently skipped on the agenda.*)

I. OLD BUSINESS: No old business.

J. NEW BUSINESS:

5. Consideration of Approval of Lady Lake Library Policies: Rules of Conduct, Unattended Child Policy and Internet and Public Computer Use Policy (Marsha Brinson)

Library Director Marsha Brinson gave the background summary for this agenda item (on file in the Clerk's office). She stated that policies establish a framework for efficient library operations, with clear directions for staff to operate the library. Understandable rules and regulations for the public also promote equitable use of the library's facility and collections. Clear policies give written guidelines for actions and decision in the library, promote consistency and prevent confusion. They inform every one of the goals and intent of the library and eliminate the need for "crisis policy making".

Ms. Brinson stated that the three policies attached will enable the Lady Lake Library to provide resolutions to issues that may arise. Town Attorney Derek Schroth has reviewed and approved the attached policies.

Commissioner Hannan asked if these policies are in place in other libraries in Lake County. He commented that they seem awfully strict.

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Ms. Brinson replied that these policies were written specifically for Lady Lake, and that usually each library will have its own policies. She stated these are guidelines to follow and can be open to interpretation.

Mayor Kussard commented that she thinks these policies are excellent, and although they may be on the strict side, she believes they are needed.

Upon a motion by Commissioner Hannan and a second by Commissioner Holden, the Commission approved the Lady Lake Library Policies for Rules of Conduct, Unattended Child Policy, and Internet and Public Computer Use Policy by a vote of 5 to 0.

6. Villages Golf Car Shop and Service Center (MJM 10/14-001) – Consideration of Approval for a Waiver from Chapter 20, Section 20-3C). 4).C).3). to Modify Architectural Exterior Elevations – Located at 903 Avenida Central (AK #3451988) (Thad Carroll)

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that the applicant, John R. Grant, with the Villages Operating Company, submitted an application on September 15, 2014 for the conversion of the existing Citizen's First Bank Site into a Golf Car Shop Facility. The project received approval from Town Commission on November 17, 2014 for a 2,102 sq. ft. addition to the existing two-story building, a two-lane golf cart fueling area providing four fueling stations, landscaping improvements, and a dumpster enclosure addition.

In accordance with the Land Development Regulations, Chapter 20, Section 20-3C).3).A)., new buildings should adopt one of the four recommended architectural styles: Frame Vernacular, Craftsman/Bungalow, Mediterranean, or Mission.

The Villages Golf Cart Shop Facility building proposed the Spanish Mission Architectural Style Design in accordance with the existing and proposed building exterior elevations. The building would exhibit the following:

- ✓ Shaped Mission roof parapet for the building and the fuel station canopy
- ✓ Symmetrical façade
- ✓ Stucco finish on building exterior walls for addition
- ✓ Mission-style doors, window encasement, and outside gates
- ✓ Architectural raised band all around the building

During the wall signs installation, it was determined that the existing architectural raised band all around the building had to be removed to accommodate wall signage in certain facades of the exterior of the building.

In the Justification Statement submitted by the applicant, it was stated that the new signage planned for the project would be in physical conflict with the small existing raised band. At the owner's expense, the banding was removed and new textured stucco was put in-place to match the adjacent finishes of the building. In short, the change was intended to address a physical conflict between the banding and signage that would have detracted from the overall final project if not corrected.

Mr. Carroll stated that at this time, the applicant is requesting a waiver from the provisions of the Commercial Design Standards pursuant to *Chapter 20, Section 20-3C). 4).C).3).* to eliminate the conflicting architectural raised band. The following items were included in the packet:

- Justification Statement
- Approval Letter by The Villages Commercial Property Management Design Division
- Architectural Exterior Elevation Plans

Aerial views of the property, photos of the original building and the building as built, and proposed and modified site plans were shown.

Mr. Carroll reported that at the regular Town Commission meeting held on November, 17, 2014, the Town Commission approved the Villages Golf Cart Shop Major Modification to Site Plan MJM 10/14-001 project for construction. He stated that the Special Town Commission Conceptual Workshop reviewed this application at a special meeting on Wednesday, January 20, 2016 which resulted in a 5-0 consensus vote to advance the proposed elevation modification for final consideration before the Town Commission. Mr. Carroll stated that in order to close out the project with a certificate of occupancy, this waiver must be granted and added to the original site plan approval.

Upon a motion by Commissioner Hannan and a second by Commissioner Holden, the Commission approved the Villages Golf Car Shop and Service Center (MJM 10/14-001) –Waiver from Chapter 20, Section 20-3C). 4).C).3). to Modify Architectural Exterior Elevations by a vote of 5 to 0.

K. TOWN ATTORNEY'S REPORT:

7. Ordinance No. 2016-01 – Second/Final Reading – Annexation – The Villages of Lake-Sumter, Inc. - Annexing Property Being 0.95 +/- Acres of Land by Robert R. & Jerilyn K. Mowry – Referenced by Alternate Keys 1483077, 2524189, 1672775, 2575026 , 2535385, 2669365, 3239474; 7 Lots - Located within Orange Blossom Gardens Units 2, 3, and 3.1b within Lake County, Florida (Thad Carroll)

Town Attorney Derek Schroth read the ordinance by title only.

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that the applicant, Martin L. Dzuro, on behalf of The Villages of Lake-Sumter, Inc./Robert R. & Jerilyn K. Mowry, has filed applications to annex properties consisting of seven lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Garden Subdivisions Units 2, 3, and 3.1B. The annexation application involves annexing 0.95 +/- acres of property from unincorporated Lake County into the Town of Lady Lake.

Mr. Carroll stated that the present use of the properties is vacant and staff recommends approval. A map and an aerial view of the properties was shown, as were photos of the postings.

The seven lots are spread out along different roads and include the following addresses:

- 822 Beechwood Avenue
- 916 Kim Lane
- 808 Roseapple Avenue
- 744 Royal Palm Avenue
- 822 Royal Palm Avenue
- 860 Silver Oak Avenue

- 743 Truman Avenue

The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions, a location map, and a sketch of the property have been included with the submitted application. All lots will be served by the Village Center Community Development District Central Water and Sewer System, as well as the District's Fire Department.

In accordance with the provisions of Florida Statute 171.205, and the Interlocal Service Boundary Agreement executed September 4, 2013 between Lake County, Florida and the Town of Lady Lake, Florida, the Town may annex property into the Town which are non-contiguous to the existing municipal boundary. The proposed properties under this application exist as both contiguous and non-contiguous lots.

The annexation application was received on Wednesday, December 2, 2015, and has been reviewed and determined to be complete, satisfying the necessary criteria as required for annexation under statutory requirements. The application was found to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for consideration by the Town Commission.

Mr. Carroll reported that notices to inform the surrounding property owners (122) within 150 feet of the properties proposed by annexation request were mailed Wednesday, December 23, 2015. The properties were posted Monday, December 28, 2015. He stated that no objections or letters of support have been received from surrounding property owners, although there have been a couple of inquiries on the annexation.

Mr. Carroll reported that the Technical Review Committee (TRC) members individually reviewed application for Ordinance No. 2016-01, provided comments on January 4, 2016, and determined the application to be complete and ready for transmittal to the Planning and Zoning Board. At the January 11, 2016 meeting, the Planning and Zoning Board recommended approval of Ordinance No. 2016-01 by a vote of 3-0. The Town Commission voted for approval of Ordinance 2016-01 by a vote of 5-0 at the Special meeting on Wednesday, January 20, 2016.

Mr. Carroll stated that Martin Dzuro, on behalf of The Villages, is present if there are any questions.

Mayor Kussard asked if the Commissioners or anyone from the audience had any questions, and hearing none, asked for a motion.

Upon a motion by Commissioner Richards and seconded by Commissioner Holden, the Commission approved the second/final reading of Ordinance No. 2016-01 by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
HANNAN	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

8. <u>Ordinance No. 2016-02 – Second/Final Reading – Small Scale Future Land Use Comprehensive Plan Amendment –The Villages of Lake-Sumter, Inc. – Small Scale Future Land Use Comprehensive Plan Amendment from Lake County Medium Urban Density to Lady Lake Manufactured Home High Density for Seven Lots of Approximately 0.95 +/- Acres</u>

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– Referenced by Alternate Keys 1483077, 2524189, 1672775, 2575026 , 2535385, 2669365, 3239474 - Located within Orange Blossom Gardens Units 2, 3, and 3.1b within Lake County, Florida (Thad Carroll)

Town Attorney Derek Schroth read the ordinance by title only.

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that the applicant, Martin L. Dzuro, on behalf of The Villages of Lake-Sumter, Inc./Robert R. & Jerilyn K. Mowry, has filed applications to amend the future land use comprehensive plan for properties consisting of seven lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Garden Subdivisions Units 2, 3, and 3.1B. The application involves changing 0.95 +/- acres of property from unincorporated Lake County into the Town of Lady Lake. He stated that staff recommends approval of this ordinance.

The proposed properties are as follows:

- 822 Beechwood Avenue
- 916 Kim Lane
- 808 Roseapple Avenue
- 744 Royal Palm Avenue
- 822 Royal Palm Avenue
- 860 Silver Oak Avenue
- 743 Truman Avenue

A map showing the location of the properties was shown, as was the Future Land Use Map.

The Small Scale Future Land Use Map Amendment application was received on Wednesday, December 2, 2016, and has been reviewed and determined to be complete, satisfying the necessary criteria as required to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for consideration by the Town Commission.

Concurrency Determination Statement: The Villages has removed existing manufactured homes on six of the lots in a historic section of The Villages known as Orange Blossom Gardens to construct a similar size conventional built home on each lot. There will be no increase in utility services, traffic, population, or recreation use.

Mr. Carroll reported there will be no impact on Town services as shown below:

- Potable Water – No impact, lots are served by the Village Center Community Development District Central Water System.

- Sewer – No impact, lots are served by the Village Center Community Development District Central Sewer System.

- Schools – Not factored for project – no foreseen impact of students as the project is located within an active adult retirement community.

- Transportation – No impact, the existing home will be replaced with a new home. There will be no change in average daily trip generation.

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- Parks & Recreation – The annexation, small scale future land use amendment, and the rezoning applications will not cause P&R Level of Service to be exceeded since the project is for the replacement of existing homes. Additionally, The Villages provides its residents with all park and recreation amenities.

- Stormwater – Project will be required to adhere to SJRWMD guidelines and of Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

Applications have been reviewed and determined to be complete. The applicant has submitted all appropriate material in compliance with the Land Development Regulations (LDRs) and the application is ready for transmittal to the Town Commission. Additionally, the applications were reviewed and determined to be in compliance with the directives of the adopted Comprehensive Plan in accordance with the sought designation. A Concurrency Determination Statement has also been included as part of the Small Scale Comprehensive Plan Amendment Application, which the applicant submitted to explain expected impacts on Town Services.

The subject properties involve approximately 0.95 ± acres lies in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. The Future Land Use of the adjacent properties is as follows:

Future Land Use

Subject Properties	Lake County Medium Urban Density
Future Land Use of Adjacent Properties	
West	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)
East	Lake County – Medium Urban Density
North	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)
South	Lake County – Medium Urban Density & Lady Lake- Manufactured Home High Density (MH-HD)

Comments:

1) Annexation and Rezoning Applications have been submitted concurrently with this Small Scale Future Land Use Amendment Application.

2) In accordance to the Interlocal Agreement for Building Permits & Inspections Section 2).A)., executed on June 23, 2015, if The Villages has applied for annexation, then the Town can issue building permits located within the unincorporated area.

3) Project will be required to adhere to St. John's River Water Management District guidelines and the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

Notices to inform the surrounding property owners (122) within 150' of the property of the proposed annexation were mailed on Wednesday, December 23, 2015. The properties were posted on Monday, December 28, 2015. Mr. Carroll stated there have been no objections received to date.

Mr. Carroll reported that the Technical Review Committee (TRC) members individually reviewed application for Ordinance No. 2016-02, provided comments on January 4, 2016, and determined the

application to be complete and ready for transmittal to the Planning and Zoning Board. At the January 11, 2016 meeting, the Planning and Zoning Board recommended approval of Ordinance No. 2016-02 by a vote of 3-0. At the Special meeting on Wednesday, January 20, 2016, the Town Commission voted for approval of Ordinance No. 2016-02 by a vote of 5-0. The Local Planning Agency considered Ordinance No. 2016-02 earlier this same day (at 5:45 p.m.) and recommended approval by a vote of 5-0.

Commissioner Hannan commented that he was having trouble following the presentation using the tablet; and having trouble scrolling down the pages.

Mayor Kussard stated that this issue should be discussed with I.T. staff.

Town Manager Kris Kollgaard stated that the Commissioners can meet again regarding the use of the tablets.

Mayor Kussard asked if the Commissioners or anyone from the audience had any questions, and hearing none, asked for a motion.

Upon a motion by Commissioner Holden and seconded by Commissioner Hannan, the Commission approved the second/final reading of Ordinance No. 2016-02 by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
HANNAN	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

9. Ordinance No. 2016-03 – Second/Final Reading – Rezoning – The Villages of Lake-Sumter, Inc. – Rezoning from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8) for Seven Lots Consisting of Approximately 0.95 +/- Acres of Land – Referenced by Alternate Keys 1483077, 2524189, 1672775, 2575026 , 2535385, 2669365, 3239474 - Located within Orange Blossom Gardens Units 2, 3, and 3.1b within Lake County, Florida (Thad Carroll)

Town Attorney Derek Schroth read the ordinance by title only.

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that the applicant, Martin L. Dzuro, on behalf of The Villages of Lake-Sumter, Inc./Robert R. & Jerilyn K. Mowry, has filed an application concurrently with the annexation and Small Scale Future Land Use Comp Plan Amendment to rezone properties consisting of seven lots located north of Griffin Avenue and northeast of North Highway 27/441 within the Orange Blossom Garden Subdivisions Units 2, 3, and 3.1B. The application involves rezoning 0.95 +/- acres of property from Lake County Residential Medium (RM) to Lady Lake Mixed Residential Medium Density (MX-8). The MX-8 designation is consistent with the other lots in The Villages which are presently in the Town of Lady Lake's jurisdiction. He stated staff recommends approval of this ordinance.

The proposed properties are as follows:

- 822 Beechwood Avenue

- 916 Kim Lane
- 808 Roseapple Avenue
- 744 Royal Palm Avenue
- 822 Royal Palm Avenue
- 860 Silver Oak Avenue
- 743 Truman Avenue

A map depicting the properties was shown, as was a zoning map of the area.

The rezoning application was received on Wednesday, December 2, 2015, and has been reviewed and determined to be complete, satisfying the necessary criteria as required to meet the requirements of the Land Development Regulations (LDRs) as well as the adopted Comprehensive Plan, and is ready for consideration by the Town Commission.

Mr. Carroll reported that notices to inform the surrounding property owners (122) within 150' of the property of the proposed annexation were mailed on Wednesday, December 23, 2015. The properties were posted on Monday, December 28, 2015. He stated there were no objections or letters of support received.

The subject properties lie in Section 06, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions and survey information have been included with the submitted application. The zoning designation of the subject properties and adjacent properties are as follows:

Zoning

Subject Property	Lake County Residential Medium (RM)
Zoning of Adjacent Properties	
West	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)
East	Lake County Residential Medium (RM)
North	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)
South	Lake County Residential Medium (RM) Lady Lake- Mixed Residential Medium Density (MX-8)

Mr. Carroll reported that the Technical Review Committee (TRC) members individually reviewed application for Ordinance No. 2016-03, provided comments on January 4, 2016, and determined the application to be complete and ready for transmittal to the Planning and Zoning Board. At the January 11, 2016 meeting, the Planning and Zoning Board recommended approval of Ordinance No. 2016-03 by a vote of 3-0. At the Special Meeting on Wednesday, January 20, 2016, the Town Commission voted for approval of Ordinance No. 2016-03 by a vote of 5-0.

Mr. Carroll stated that the applicant, Martin Dzuro, is present if there are any questions.

Mayor Kussard asked if the Commissioners or anyone from the audience had any questions, and hearing none, asked for a motion.

Upon a motion by Commissioner Vincent and seconded by Commissioner Holden, the Commission approved the second/final reading of Ordinance No. 2016-03 by the following roll call vote:

HOLDEN	*YES*
VINCENT	*YES*
HANNAN	*YES*
RICHARDS	*YES*
KUSSARD	*YES*

10. Ordinance No. 2016-05 – First Reading – Small Scale Future Land Use Comprehensive Plan Amendment – Sun Communities Operating, LP – Small Scale Future Land Use Comprehensive Plan Amendment from Lady Lake Rural High Density (RHD) to Lady Lake Manufactured Home High Density (MH-HD) for Two Lots of Approximately 2.6 +/- Acres – Located within Water Oak Country Club Estates within Lake County, Florida (Alternate Keys 1279496 and 1279216) (Thad Carroll)

Town Attorney Derek Schroth read the ordinance by title only.

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that on December 22, 2015, applications were filed with the Town of Lady Lake by Daniel R. Gibbs with Atwell, LLC, on behalf of Sun Communities Operating LP, to rezone and amend the future land use designation of two lots located within Water Oak Country Club Estates, approximately 1,150 lineal feet east of the intersection North Highway 27/441 and County Road 25, within Lake County, Florida. He stated the present use of the property is vacant and staff recommends approval of Ordinance No. 2016-05.

The small-scale comprehensive plan amendment application involves approximately 2.6+/- acres. The proposed small-scale comprehensive plan amendment is to change the future land use designation from Lady Lake Rural High Density (RHD) to Lady Lake Manufactured Home High Density (MH-HD). The applicant is pursuing to rezone these properties to add new home sites and a 3,500 +/- sq. ft. administrative/sales building with associated parking.

A map and an aerial view of the subject property was shown, as was a Future Land Use map, and photos of the posting of the property.

The parcels are identified by Alternate Key #1279496 and #1279216. The applications were reviewed to determine if they are in compliance with the Land Development Regulations (LDRs) and the Lady Lake Comprehensive Plan. It was found that the requested use is consistent with the directives of the Comprehensive Plan and satisfies the necessary criteria as required to meet the requirements of the adopted Town of Lady Lake Land Development Regulations (LDRs). A Concurrency Determination Statement has also been included as part of the Small Scale Comprehensive Plan Amendment Application, which the applicant submitted to explain expected impacts on Town services.

Concurrency Determination Statement - Water Oak Estates (Sun Communities, Inc.) is proposing to develop the area that was previously an old homestead site. Sun purchased the property in 2004 and it is currently undeveloped. We are proposing to add new home sites (some of which will be used as model homes initially) and a 3,500+/- sq. ft. administrative/sales building with associated parking.

Mr. Carroll reviewed the impact on Town Services as follows:

- Potable Water - There is an existing water line along Willow Way. During development, the line will be extended into the proposed site to serve the new homes and the Administrative/Sales

building. We will acquire all necessary permits from both the Town and State prior to development.

- Sewer - There is existing sewer along Willow Way. During development, the lines will be extended into the proposed site to serve the new homes and the Administrative/Sales building. We will acquire all necessary permits from both the Town and State prior to development.

- Schools - Not factored for project. No foreseen impact of students as the project is located within an active adult retirement community.

- Transportation - No Impact. The Water Oak Estates Site was originally designed for 1,484 home sites (from Town DRI). The current developed number of home sites is just over 1,100.

- Parks and Recreation - The small scale future land use amendment and the rezoning application will not cause P&R Level of Service to be exceeded since, as mentioned above, the development is still well under the original DRI count. Additionally, Water Oak Estates provides its residents with all Park and Recreation Amenities.

- Stormwater - Project will be required to adhere to SJRWMD guidelines and the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

The subject properties involve approximately 2.6 ± acres lies in Sections 16 and 17, Township 18 South, Range 24 East, in Lake County, Florida. The Future Land Use of the adjacent properties is as follows:

Future Land Use

Subject Properties	Lady Lake Rural High Density (RHD)
Future Land Use of Adjacent Properties	
West	Lady Lake- Manufactured Home High Density (MH-HD)
East	Lady Lake-Manufactured Home High Density (MH-HD)
North	Lady Lake- Manufactured Home High Density (MH-HD)
South	Lady Lake- Manufactured Home High Density (MH-HD)

Comments:

1) A rezoning application has been submitted concurrently with this Small Scale Future Land Use Amendment Application.

2) If approved, a Site Plan application will need to be submitted and approved before the Town Commission for the 3,500 sq. ft. administrative/sales building and parking lot since this improvement qualifies as a major development due to meeting the threshold of 2,000 or more square feet of non-residential floor space.

3) Trees to be removed as a result of the proposed improvements must adhere to the tree removal processes pursuant to the appropriate sections of Chapter 10- Landscaping and Tree Protection of the Town of Lady Lake Land Development Regulations.

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Mr. Carroll reported that notices to inform the surrounding property owners was not necessary because the property owner of the two subject parcels and adjacent parcels is the same entity: Sun Communities. On December 28, 2015, a letter was hand-delivered to the Water Oak Administrative Office to provide to Water Oak residents in the event they inquire about the proposed small scale FLU amendment application. The properties were posted on Monday, December 28, 2015.

Mr. Carroll reported that the Technical Review Committee (TRC) members individually reviewed application for Ordinance No. 2016-05, provided comments on Monday, January 4, 2016, and determined the application to be complete and ready for transmittal to the Planning and Zoning Board. At the January 11, 2016 meeting, the Planning and Zoning Board recommended approval of Ordinance No. 2016-05 by a vote of 3-0. The Local Planning Agency considered Ordinance No. 2016-05 earlier this evening and recommended approval by a vote of 5-0. The Town Commission is scheduled to consider Ordinance No. 2016-05 for the second/final reading at a special meeting on Wednesday, February 17, 2016 at 6:00 p.m.

Mr. Carroll stated that Lara Parker is present representing the applicant if there are any questions.

Mayor Kussard asked if the Commissioners or anyone from the audience had any questions, and hearing none, asked for a motion.

Upon a motion by Commissioner Vincent and seconded by Commissioner Richards, the Commission approved the first reading of Ordinance No. 2016-05 by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
HANNAN	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

11. <u>Ordinance No. 2016-06 – First Reading – Rezoning – Sun Communities Operating, LP – Rezoning from Lady Lake Agriculture Residential (AG-1) to Lady Lake Manufactured Home High Density (MH-9) for Two Lots of Approximately 2.6 +/- Acres – Located within Water Oak Country Club Estates within Lake County, Florida (Alternate Keys 1279496 and 1279216) (Thad Carroll)</u>

Town Attorney Derek Schroth read the ordinance by title only.

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that on December 22, 2015, applications were filed by Daniel R. Gibbs with Atwell, LLC, on behalf of Sun Communities Operating LP, to rezone and amend the future land use designation of two lots located within the Water Oak Country Club, approximately 1,150 lineal feet east of the intersection North Highway 27/441 and County Road 25, within Lake County, Florida. The rezoning application involves approximately 2.6+/- acres. He stated staff recommends approval of Ordinance No. 2016-06.

Mr. Carroll stated the applicant is seeking to rezone the property from Lady Lake Agriculture Residential (AG-1) to Town of Lady Lake Manufactured Home High Density (MH-9). The applicant is pursuing to rezone these properties to add approximately +/- ten new home sites (of which three to five will be used as model homes initially) and a 3,500+/- sq. ft. administrative/sales building with associated parking.

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A map and an aerial view of the property was shown, as was a zoning map and photos of the posting of the property.

Mr. Carroll stated that he reached out to the engineer after the Planning and Zoning Board meeting and was able to obtain a conceptual plan, which was shown. He stated that the applicant does not have to adhere to this as it is preliminary, but it shows the proposed layout for the improvements on the property.

The parcels are identified by Alternate Key #1279496 and #1279216. The applications were reviewed to determine if they are in compliance with the Land Development Regulations (LDRs) and the Lady Lake Comprehensive Plan. It was found that the requested use is consistent with the directives of the Comprehensive Plan and satisfies the necessary criteria as required to meet the requirements of the adopted Town of Lady Lake Land Development Regulations (LDRs).

The subject properties lie in Sections 16 and 17, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions and survey information have been included with the submitted application. The zoning designation of the subject properties and adjacent properties are as follows:

Zoning

Subject Property	Lady Lake Agriculture Residential (AG-1)
Zoning of Adjacent Properties	
West	Lady Lake- Manufactured Home High Density (MH-9)
East	Lady Lake- Manufactured Home High Density (MH-9)
North	Lady Lake- Manufactured Home High Density (MH-9)
South	Lady Lake- Manufactured Home High Density (MH-9)

Mr. Carroll reported that notices to inform the surrounding property owners was not necessary because the property owner of the two subject parcels and adjacent parcels is the same entity, Sun Communities. On December 28, 2015, a letter was hand-delivered to the Water Oak Administrative Office to provide to Water Oak residents in the event they inquire about the proposed rezoning application. The properties were posted on Monday, December 28, 2015.

Mr. Carroll reported that the Technical Review Committee (TRC) members individually reviewed application for Ordinance No. 2016-06, provided comments on Monday, January 4, 2016, and determined the application to be complete and ready for transmittal to the Planning and Zoning Board. At the January 11, 2016 meeting, the Planning and Zoning Board recommended approval of Ordinance No. 2016-06 by a vote of 3-0. He noted that the Local Planning Agency does not review Rezoning applications; only Future Land Use Comprehensive Plan Amendment applications. The Town Commission is scheduled to consider Ordinance No. 2016-06 for second/final reading at a special meeting on Wednesday, February 17, 2016 at 6:00 p.m.

Mr. Carroll stated that Lara Parker is present if there are any questions.

Mayor Kussard asked if the Commissioners or anyone from the audience had any questions, and hearing none, asked for a motion.

Upon a motion by Commissioner Vincent and seconded by Commissioner Holden, the Commission approved the first reading of Ordinance No. 2016-06 by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
HANNAN	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

12. Ordinance No. 2016-07 – Second/Final Reading – Amending The Town of Lady Lake Land Development Regulations Chapter 9, Miscellaneous Regulations; Adding Section 9-10, Entitled Façade Improvement Program (Thad Carroll)

Town Attorney Derek Schroth read the ordinance by title only.

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that a draft ordinance was included in the packet for consideration by the Town Commission pertaining to an amendment to the Town of Lady Lake Land Development Regulations Chapter 9, Miscellaneous Regulations; Adding Section 9-10, Entitled Façade Improvement Program.

Mr. Carroll reported that staff previously prepared a draft "Façade Improvement Program" document for consideration by the Economic Development Advisory Committee (EDAC) at the April 29, 2014 meeting. He stated that the draft outlined the qualifications for the program, procedures, and eligibility for the committee's consideration; and since that time, the draft ordinance was submitted to the Town Attorney for review and has been approved.

Mr. Carroll stated that at this time, the ordinance has been prepared in its final form and is ready for consideration for approval by the Town Commission to implement the program, as recommendations from the Planning and Zoning Board and the Economic Development Advisory Committee (EDAC) have been made. This fiscal year, the budget for EDAC activities has been established at $7,500. The intent is to allocate funds for two grants this fiscal year, leaving $2,500 for other operational expenses. Staff is seeking an approval of Ordinance No. 2016–07 by the Town Commission.

Mr. Carroll stated some of the highlights of the ordinance were reviewed at the first meeting, as follows:

Eligibility Requirements. To participate in the Façade Improvement Program, the structure must be:

1. located within the Downtown Redevelopment Area Boundary (see Figure A below). (Applicants within the Downtown Redevelopment Area will be given priority to the grant award; however, the Town Commission may award the grant to applicants outside of the Downtown Redevelopment Area on a case-by-case basis, provided they meet all other eligibility requirements); and
2. used for a business operating at minimum 20 hours a week; and
3. have a commercial zoning designation (HC, LC, CP, CT).

Eligible Facade Improvements: The Facade Improvement Program is limited to reimbursement for improvements made only to the exterior of commercial structures. Eligible improvements are those

on the building elevations that front rights-of-way and are visible to the passers-by on the street. Signs and sign improvements are not eligible for this program. Routine maintenance such as painting, pressure washing, and minor repairs to existing materials alone will not be eligible for reimbursement, but may be an element of the scope of the project. Project components that may qualify for a Façade Grant include, but are not necessarily limited to:

Exterior improvement, restoration, including removal of decayed materials.

a) Repair, replacement, or installation of new:
b) exterior windows
c) exterior doors
d) awnings
e) exterior lighting
f) painting (only if entire façade is repainted)
g) roofing materials

Application Submittals: Required application submittals shall include:

1. Completed application form
2. Valid Business Tax Receipt for the Town of Lady Lake
3. Documentation that property taxes are current
4. Documentation of no outstanding liens or active Code Enforcement cases within the Town of Lady Lake (Mr. Carroll noted that this program is not to be used to remedy code enforcement violations.)
5. Detailed budget including three written estimates from licensed contractors to verify costs are within reasonable parameters (Invoice of project costs will have to be submitted.)
6. Photo of current Façade (A photo of the completed façade showing all improvements will be required to close the project as well.)
7. Scaled drawings clearly illustrating proposed improvements

A map of the Downtown Redevelopment Area Boundary was shown.

Mr. Carroll reported that the Economic Development Advisory Committee reviewed Ordinance No. 2016-07 at their regular meeting on Tuesday, January 5, 2016 and recommended approval by a vote of 3-0. The Planning and Zoning Board recommended approval of Ordinance No. 2016-07 by a vote of 2-1 at the January 11, 2015 meeting. At the Special Meeting on Wednesday, January 20, 2016, the Town Commission voted for approval of Ordinance No. 2016-07 by a vote of 5-0.

Mayor Kussard asked if the Commissioners or anyone from the audience had any questions, and hearing none, asked for a motion.

Commissioner Hannan asked if the grant program is restricted to the area that is outlined.

Mr. Carroll replied that it is not restricted specifically to this area. He stated that in discussion with the Town Attorney, it was decided that this would be the focus area; however, if there was an eligible project outside of this boundary, those applications could also be considered for improvement.

Upon a motion by Commissioner Richards and seconded by Commissioner Hannan, the Commission approved the second/final reading of Ordinance No. 2016-07 by the following roll call vote:

DRAFT

HOLDEN	*YES*
VINCENT	*YES*
HANNAN	*YES*
RICHARDS	*YES*
KUSSARD	*YES*

K. TOWN MANAGER'S REPORT:

Town Manager Kris Kollgaard reported that she sent an email to the Commissioners regarding the Lake County Visitors Guide by Akers Media, who are working with Lake County Economic Development. She stated this booklet automatically includes a half page description of Lady Lake for free and an additional ad can be put in either inside the front cover for $2,995 or up to a cost of $4,995 for the back cover.

Commissioner Richards stated that he had replied to Ms. Kollgaard that this is the cheapest advertisement the Town can get. He stated it is like a coffee table book and it is a chance to plug the community.

Mayor Kussard commented that she would like to see updated pictures in the Lady Lake section depicting the Log Cabin, the library, the Historical Society, Lady Lake Boulevard, etc.

Commissioner Hannan asked about the distribution of this book.

Ms. Kollgaard replied that 10,000 copies will be printed and they will be distributed in hotels, Chamber of Commerce offices, real estate offices, etc.

Commissioner Richards suggested that this might be something the Economic Development Committee should be involved in in the future.

After further discussion, it was the consensus of the Commission that they would not like to pay any additional cost for an ad this year.

L. MAYOR/COMMISSIONER'S REPORT:

Commissioner Richards commented that he had a great time at the government day with the kids from The Villages Charter School. He stated he was impressed with their participation and questions.

Mayor Kussard agreed with Commissioner Richards. She stated she was also impressed with the children and that they did a very good job.

Mayor Kussard reported she attended the Art in the Park event this past Saturday, and that it probably had the largest attendance of any of Lady Lake's events in the past.

Commissioner Hannan commented that there was an issue with parking and asked who was directing parking. He also asked who is responsible if there is an accident.

Ms. Kollgaard stated the event coordinator had staff directing people where to park on the Town's property in the area. She stated it worked out nice and the property is covered under the Town's insurance. She stated the event company also has insurance on their employees.

DRAFT

Commissioner Richards responded to Commissioner Hannan's earlier comment about having difficulty following the presentation on the tablets. He suggested that it would be simple to mark the page number on the agenda where each agenda item starts in the packet on the tablets, and it could be printed out to help follow along with the presentation.

Ms. Kollgaard remarked that the presentations are not necessarily presented exactly as the items are in the packet.

M. PUBLIC COMMENTS[iv]

Mayor Kussard asked if anyone in the audience would like to speak on any item. There were no comments or questions.

N. ADJOURN: The meeting was adjourned at 6:40 p.m.

Kristen Kollgaard, Town Clerk

Ruth Kussard, Mayor

Minutes transcribed by Nancy Slaton, Deputy Town Clerk

---

[i] *Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.*

[ii] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

[iii] *All items listed under consent are considered routine by the Town Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Town Commissioner so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.*

[iv] *This section is reserved for members of the public to bring up matters of concern or comments. It is not limited to items on the agenda and it is open to any concern or comments that the public may have.*

DRAFT

J-3

TOWN COMMISSION AGENDA ITEM

REQUESTED BOARD MEETING DATE: February 17, 2016

SUBJECT: Consideration to Partner with the Lady Lake Garden Club and Invest $1,097.95 of Donated Tree and Beautification Funds to Landscape the Community Building.

DEPARTMENT: Parks and Recreation

RECOMMENDED MOTION: Approval to Partner with the Lady Lake Garden Club and Invest $1,097.95 of Donated Tree and Beautification Funds to Landscape the Community Building

---

SUMMARY: As you will see in the attached proposal from the Lady Lake Garden Club, they are asking to landscape the Community Building on March 18th. Shelly Leon, who landscaped the museum a few years ago, has given staff a copy of their proposed design and breakdown on price. The plants will cost an estimated $247.95. Town staff will update the irrigation and is asking for $350.00 to complete this task. We will also ask for sod for a total of $500.00. As a result, staff is asking for a total of $1,097.95 from Donated Tree and Beautification Funds which currently has a balance of $17,836.03. Town Staff will work with the Lady Lake Garden Club to install the plants and mulch.

FISCAL IMPACT: $ 1097.95 – Estimated – to be used from fund balance reserved for Tree and Beautification (current balance of $17,836.03)

[ ] Capital Budget
[ ] Operating
[X] Other (donated tree fund)

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution
[ ] Other [X] Support Documents

A.5.

DEPARTMENT HEAD MDB	**Submitted** 02/09/16	**Date** 02/17/16
HR	**Approved as to form**	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date** 2/8/16
TOWN MANAGER	**Approved Agenda Item for:** 2/17/16	**Date** 2/8/16

COMMISSION ACTION:

[ ] Approved as Recommended **[ ] Disapproved** **[ ] Tabled Indefinitely**

[ ] **Continued to Date Certain** [ ] **Approved with Modification**

Lady Lake Community Center

2016 Landscaping by

Lady Lake Garden Club

Materials List (Available from Jon's Nursery, Eustis, FL)

7gal - Camellia Laura Walker	2@$35 ea	$70.00
3gal - Camellia Shishi Gashira	7@$9.95 ea	$69.65
3gal - Azalea Red Ruffles	14@$4.95 ea	$69.30
1gal - Bulbine Hallmark	14@$1.95 ea	$27.30
1gal - Flax Lily Dianella	6@$1.95 ea	$11.70
	Total	**$247.95**

3 yards mulch – available from Town of Lady Lake, Parks & Recreation

Bromeliads & flowering tree provided by Lady Lake Garden Club

BUILDING

NO SMOKIN
SMOKING IS PROHIBITE
COMMUNITY BUILDIN
PROPERTY & PARKING L
per ordinance no. 20

NO SM

NO SMOKING

- Existing shrubs/trees
- Existing Tree
Lady Lake Community Building
Camelia
Podocarpus
Podocarpus
Indian Hawthorne
Red Ruffles Azaleas
Bottle Brush
Bulbine (new)
Flax Lilies (New)
Bench
Bench
Bromiliads (new)
Flowering Tree - provided by Lady Lake Garden Club
Sidewalk
Sidewalk

J-4

TOWN COMMISSION AGENDA ITEM

REQUESTED BOARD MEETING DATE: February 17, 2016

SUBJECT: Approval to Rename the Minor Baseball Field "Chase Field"

DEPARTMENT: Parks and Recreation

RECOMMENDED MOTION: Approval to Rename the Minor Baseball Field "Chase Field"

SUMMARY: As you can read in the attached letter, the Little League wants to name one of the fields after one of their former players who grew up with the league and passed at the age of 19. The Little League is requesting this and has begun scholarship programs and fundraisers in his name. As the field currently has a generic name, I am asking for your approval on this motion. The Little League will pay for the new sign naming the field and the field will be dedicated on opening day, if approved.

FISCAL IMPACT: Little League will pay for the field sign.

[ ] **Capital Budget**
[ ] **Operating**
[ ] Other

ATTACHMENTS: [ ] **Ordinance** [ ] **Resolution** [ ] **Budget Resolution**

[ ] **Other**

[X] **Support Document** (Letter)

DEPARTMENT HEAD MDB	**Submitted** 02/08/16	**Date** 02/17/16
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN ATTORNEY	**Approved as to Form and Legality**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 2/17/16	**Date** 2/8/16

COMMISSION ACTION:

[ ] **Approved as Recommended** [ ] **Disapproved** [ ] **Tabled Indefinitely**

[ ] **Continued to Date Certain** [ ] **Approved with Modification**

June 17, 2015 was a day that forever changed our family's lives. Our youngest son, Chase, was killed in a head-on collision after spending the day at the beach with the love of his life, Beth.

We always knew Chase was special. We had no idea *how* special until he was gone. His memorial service was held at Pat Thomas Stadium, befitting as Chase was born to be on the ballfield. Over one thousand of his friends, not strangers, attended to remember *our son* and the joy he brought to their lives. Each one had been touched in some way by the boy we knew as "Chaser".

He was an easygoing baby – almost cherub like. His toe-head white hair, blue-green eyes, milky white skin, and chubby cheeks – always with a smile. He had a raspy voice, even as a baby and an innate way to make others laugh and smile. Chase was known as the class clown and everyone's best friend. He never met a stranger.

He first played baseball in Lady Lake under the watchful eye of Coach Dean, who gave each player an encouraging nickname – Chase was routed on with "THE CHASE IS ON!" every time he came to bat.

Chase was a pure joy to watch mature on the ballfield, as he continued playing ball through the Majors in Lady Lake. He gave his coaches a run for their money! He was full of energy and sass! I remembered when his dad bought him his RED catcher's gear. Chase was so excited! We tried to talk him into a more neutral color, but he would have nothing of it! RED WAS THE ONLY COLOR for him! When he out grew that gear, he passed it on to a friend, he was that way.

Chase played high school ball, took time off, tried soccer – was a natural! He also loved to play paintball. He had gotten a dog, more like a child to him, recently before the accident. He took his beloved pets with him nearly everywhere he went. He loved to cook and made the best brownies. He once told me the secret was in how you beat the bag of mix on the counter before you dump it into the bowl, he was convinced this made a difference and it must have, because his brownies were hands down the best! He loved to have coffee in the mornings with me when he still lived at home. He loved Beth, music, his family, his friends, and sports. He was goofy and would do anything for a smile, but he also had a serious side too. He was a romantic and thought of Beth as his "Queen", and wanted her to be treated as such. He would often call for advice and end our conversations with "you're so smart mom". He had a maturity to his 19 years most men don't acquire until they hit their late 30's. I speak of Chase daily because he was here. His life mattered. He had an impact! He left a hole I cannot fill. I want to remember the REAL Chase, every single thing about him.

The last conversation I had with Chase was at 10:57 am Tuesday, June 16, 2015. He had texted me at 10:56 "I love you mom", I have the text locked on my phone. I called him back. We talked about when he turned 21 – Beth would be 18 by then. I told him I would send him on a cruise to the Bahamas. He wanted to travel, his top two destinations were Greece and Italy.

Even today I know Chase is gone and I can't bring myself to accept the reality that his life ended way too soon. He was my son. My baby. It's not the natural order of things to bury your child. All that's left to do is to live a life that would serve some sense of who Chase would be if he was still here. A life that is full of joy. Full of smiles. Full of laughter and a life that serves others in one way or another, be it a kind

word to a stranger or offering outgrown catchers gear to a friend. That's who our son was. That's the person I hope I can be.

TOWN COMMISSION AGENDA ITEM

J-5

REQUESTED COMMISSION MEETING DATE: February 17th, 2016

SUBJECT: Consideration of Bid Documents to construct the final phase of WWTP Aeration Improvements identified within the Town's 2014 Wastewater & Reuse System Master Plan.

DEPARTMENT: Public Works- Utilities- Sewer

STAFF RECOMMENDED MOTION: Approve the Bid Documents for public advertisement and bidding.

SUMMARY: The Town identified a number of projects within the 2014 Wastewater & Reuse Master Plan. In August of 2015, Town Commission approved phase one of this project which has recently been completed. This proposed phase of work will complete the system for operation by adding the necessary redundant blower, rehabilitating the influent structure, replacing the clarifier drive, electrical improvements, and other miscellaneous improvements at the site. The Town Attorney has reviewed and approved these documents.

FISCAL IMPACT: $200 Advertising *(estimated)*

[ ] Capital Budget
[ ] Operating
[X] Other

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[ ] Other [X] Support Documents – Bid Documents prepared by Mittauer & Associates, Inc.

DEPARTMENT HEAD **Submitted** **Date: 2-2-2016**

FINANCE DEPARTMENT **Approved as to Budget Requirements** **Date** 2-2-16

TOWN MANAGER **Approved Agenda Item for:** 2-17-16 **Date** 2-2-16

COMMISSION ACTION:

[ ] Approved as Recommended **[ ] Disapproved** **[ ] Tabled Indefinitely**

[ ] Continued to Date Certain **[ ] Approved with Modification**

Project Manual

Wastewater Treatment Facility No. 2 Aeration Improvements

Town of Lady Lake, Florida

Lake County, Florida

Project Number 9514-25-1

January 2016

Prepared by:

MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS & PROJECT FUNDING SPECIALISTS
CERTIFICATE OF AUTHORIZATION NO. 6569

Bid Set
01/06/16

PROJECT MANUAL

FOR

WASTEWATER TREATMENT FACILITY NO. 2
AERATION IMPROVEMENTS

TOWN OF LADY LAKE

LAKE COUNTY, FLORIDA

MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS
CERTIFICATE OF AUTHORIZATION NO. 6569

Orange Park, Florida
Project No. 9514-25-1
January 2016

PROJECT MANUAL

FOR

WASTEWATER TREATMENT FACILITY NO. 2
AERATION IMPROVEMENTS

TOWN OF LADY LAKE

LAKE COUNTY, FLORIDA

MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS
CERTIFICATE OF AUTHORIZATION NO. 6569

Orange Park, Florida
Project No. 9514-25-1
January 2016

WASTEWATER TREATMENT FACILITY NO. 2
AERATION IMPROVEMENTS
TOWN OF LADY LAKE, FLORIDA

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Not Applicable

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SECTION 00111

ADVERTISEMENT FOR BIDS

WASTEWATER TREATMENT FACILITY NO. 2
AERATION IMPROVEMENTS

TOWN OF LADY LAKE

LAKE COUNTY, FLORIDA

Sealed Bids for the construction of Wastewater Treatment Facility No. 2 Aeration Improvements will be received by the Town of Lady Lake, at the office of the Town Clerk,409 Fennell Blvd., Lady Lake, Florida 32159, until _____:00 p.m. local time on _____, 2016, at which time the Bids received will be opened and read. The Project consists of constructing a centrifugal blower, the relocation of an existing centrifugal blower, the rehabilitation of the concrete work in the existing influent structure and associated piping, sitework, and electrical work.

Bids will be received for a single prime Contract. Bids shall be on a lump sum price basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: Mittauer & Associates, Inc., 580-1 Wells Road, Orange Park, Florida 32073, (904) 278-0030. Prospective Bidders may examine the Bidding Documents at the Issuing Office, Monday through Friday (excluding Holidays), and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at the office of the Public Works Director, 137 Skyline Drive, Lady Lake, Florida 32159, (352) 751-1526, Monday through Friday (excluding Holidays).

Bidding Documents are available on compact disc as portable document format (PDF) files or, alternatively, printed Bidding Documents, either for a non-refundable charge of $150.00 per set, payable to "Mittauer & Associates, Inc.". Upon Issuing Office's receipt of payment, digital/printed Bidding Documents will be sent via UPS Ground. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

Bid security shall be furnished in accordance with the Instructions to Bidders.

To be considered qualified, Bidder shall have successfully completed as prime contractor a minimum of two (2) projects of a similar nature within the past ten (10) years, each having a minimum contract value of $200,000.

END OF SECTION

Modified per Mittauer & Associates, Inc.
EJCDC® C-111, Advertisement for Bids for Construction Contracts.
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SECTION 00200

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office as stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Engineer, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To be considered qualified, Bidder shall have successfully completed as prime contractor, a minimum of two (2) projects of a similar nature within the past ten (10) years each having a minimum contract value of $200,000. To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located.

B. Bidder's state or other contractor license number, if applicable.

C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

D. List of similar projects completed within the most recent five years. Provide brief description of project, date completed, original contract amount, final contract amount, contact names and telephone numbers of Owners and Engineers.

E. List of currently active projects with project description, contract amount, percent complete, contact names and telephone numbers of Owners and Engineers.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Site visits are to be conducted by appointment only. Contact Mr. Thomas "Butch" Goodman, Utilities Supervisor, at (352) 751-1526 to schedule an appointment time.

C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

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EJCDC® C-200, Instructions to Bidders for Construction Contracts.
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D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

E. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

F. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

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E. consider the information known to Bidder itself, information commonly known to contractors doing business in the locality of the Site, information and observations obtained from visits to the Site, and the Bidding Documents with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid 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 bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE - NOT APPLICABLE

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than 5 business days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all additive alternates) and in the form of a certified check, bank money order, or a Bid Bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the

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Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 business days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of the apparent successful bidder and that of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.02 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price

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will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.03 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, or other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary, as appropriate.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and official address.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone and fax numbers for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

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ARTICLE 14 – BASIS OF BID

14.01 *Base Bid with Alternates*

A. Bidders shall submit a Bid on a lump sum basis for the Base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the Base Bid if Owner selects the alternate.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

ARTICLE 15 – SUBMITTAL OF BID

15.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Town Clerk, Town Hall, Town of Lady Lake, 409 Fennell Blvd., Lady Lake, Florida 32159.

15.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 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, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid 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.

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ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 business days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

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ARTICLE 22 – SALES AND USE TAXES – NOT APPLICABLE

ARTICLE 23 – CONTRACTS TO BE ASSIGNED – NOT APPLICABLE

END OF SECTION

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SECTION 00410

BID FORM

WASTEWATER TREATMENT FACILITY NO. 2

AERATION IMPROVEMENTS

TOWN OF LADY LAKE, FLORIDA

SUBMITTED BY: _____ **DATE:** _____

_____ **TELE:** _____

_____ **FAX:** _____

EMAIL ADDRESS: _____

CONTRACTOR'S LICENSE NO.: _____

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ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

Town of Lady Lake
409 Fennell Boulevard
Lady Lake, Florida 32159

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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E. Bidder has considered the information known to Bidder itself, information commonly known to contractors doing business in the locality of the Site, information and observations obtained from visits to the Site, and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Base Bid shall be for all Work including the Base Bid portion of the rehabilitation of the influent structure.

B. Additive Alternate No. 1 shall be for the rehabilitation of the remaining portion of the influent structure.

Lump Sum Bid Price for Base Bid	$
Additive Alternate No. 1	$

The Lump Sum Bid Price does not include the charges and fees associated with the Building Permit. A Change Order will be issued to reflect the actual charges and fees assessed by Building Department, and the Contract Price shall be so adjusted.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following document is submitted with and made a condition of this Bid:

A. Required Bid security.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____

(Title) _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

[Title] _____

Bidder's Business License No.: _____
(where applicable)

Affix corporate seal, if applicable.

END OF SECTION

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SECTION 00430

BID BOND (PENAL SUM FORM)

ANY SINGULAR REFERENCE TO BIDDER, SURETY, OWNER OR OTHER PARTY SHALL BE CONSIDERED PLURAL WHERE APPLICABLE.

BIDDER *(Name and Address)*:

_____

_____

_____

SURETY *(Name, and Address of Principal Place of Business)*:

_____

_____

_____

OWNER *(Name and Address)*:

Town of Lady Lake

409 Fennell Boulevard

Lady Lake, Florida 32159

BID

Bid Due Date: _____

Description *(Project Name— Include Location)*: Wastewater Treatment Facility No. 2
Aeration Improvements
Lady Lake, Florida

BOND

Bond Number: _____

Date: _____

Penal sum _____ $ _____

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title _____	Title _____

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EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.
Prepared by the Engineers Joint Contract Documents Committee.

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver 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.

3. This obligation shall be null and void if:

3.1 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, or

3.2 All Bids are rejected by Owner, or

3.3 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).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by 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.

5. 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 total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. 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.

8. Notices 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.

9. 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.

10. 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 this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00520

EJCDC AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The Town of Lady Lake, Florida ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a centrifugal blower, the relocation of an existing centrifugal blower, the rehabilitation of the concrete work in the existing influent structure, and associated piping and electrical work.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Wastewater Treatment Facility No. 2 Aeration Improvements

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Mittauer & Associates, Inc., 580-1 Wells Road, Orange Park, Florida 32073, (904) 278-0030.

3.02 The Owner has retained Mittauer & Associates, Inc. ("Engineer") 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 the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

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within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $400 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $250 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are additive and will be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. At the prices stated in Contractor's Bid. See Contractor's Bid (Section 00410).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 90 percent of Work completed (with the balance being retainage); and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest in accordance with the Local Government Prompt Payment Act, Florida Statute 218, Part VII.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself, information commonly known to contractors doing business in the locality of the Site, information and observations obtained from visits to the Site, and the Contract Documents with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (Section 00520).
2. Performance bond (Section 00610).
3. Payment bond (Section 00615).
4. Other bonds (If any).
5. General Conditions (Section 00700).
6. Supplementary Conditions (Section 00800).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: Wastewater Treatment Facility No. 2 Aeration Improvements
9. Addenda (numbers __ to __, inclusive).
10. Exhibits to this Agreement:
    a. Contractor's Bid (Section 00410).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

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ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions:* NOT APPLICABLE

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____(which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
Town of Lady Lake, Florida	_____
By: _____	By: _____
Title: Ruth Kussard, Mayor	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
Town of Lady Lake	_____
409 Fennell Boulevard	_____
Lady Lake, Florida 32159	_____
_____	Contractor License No.: _____
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.	
Designated Representative:	Designated Representative:
Name: C. T. Eagle	Name: _____
Title: Public Works Director	Title: _____
Address: 137 Skyline Drive	Address: _____
Lady Lake, Florida 32159	_____
Phone: (352) 751-1526	Phone: _____
Facsimile: _____	Facsimile: _____

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SECTION 00610

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
Town of Lady Lake, Florida
409 Fennell Boulevard
Lady Lake, Florida 32159

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: Wastewater Treatment Facility No. 2 Aeration Improvements
Lady Lake, Florida

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	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
President	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	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.

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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.

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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:

Bond shall be recorded in the County in which work is performed in accordance with Florida Statutes Section 255.05.

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SECTION 00615

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

Town of Lady Lake, Florida
409 Fennell Boulevard
Lady Lake, Florida 32159

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*: Wastewater Treatment Facility No. 2 Aeration Improvements
Lady Lake, Florida

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

President
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.

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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.

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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:

Bond shall be recorded in the County in which work is performed in accordance with Florida Statutes Section 255.05.

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SECTION 00650

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Wastewater Treatment Facility No. 2 Aeration Improvements

Location: Lady Lake, Florida

A/E#: 9514-25-1

TO (Owner): Town of Lady Lake, Florida

Address: 409 Fennell Boulevard

City/ State/ Zip: Lady Lake, Florida 32159

Contractor: _____ Contract Date: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

, Surety Company,

on bond of (here insert name and address of Contractor)

, Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Town of Lady Lake, Florida, Owner, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this _____ day of _____ , 2016

_____
Surety Company

_____
Signature of Authorized Representative

_____
Title

Attest:
(Seal)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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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

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has declined to address. A demand for money or services by a third party is not a Claim.

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. §§5501 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.

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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.

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.

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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.

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.

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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," "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.

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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.

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

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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.

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

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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.

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,

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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:

   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.

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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 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.

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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:

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.

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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.

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

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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 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.

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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;

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,

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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

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becoming 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.

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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 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.H 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.

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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 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

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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 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).

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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.

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

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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 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.

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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 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).

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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 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.

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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 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

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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.

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

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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.

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.

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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.

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

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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.

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.

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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 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.

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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;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

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

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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 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

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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.

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.

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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 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.

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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 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

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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 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.

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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 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 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.

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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.

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.

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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.

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

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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 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.

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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.

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

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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

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

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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 11.01.C.2.a and 11.01.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 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

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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

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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.

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

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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 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

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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.

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.

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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.

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.

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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 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

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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.

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 special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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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.

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

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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 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:

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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

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

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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;

   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

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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 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.

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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.

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

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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 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,

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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).

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.

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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.

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,

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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 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

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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 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 The following have been modified:

Add the following sentence to **"4. Bid" "Use of the words Bid and Proposal is interchangeable throughout this Contract."**

Add the following sentence to **"26. Notice of Award" "When requested by OWNER, the Notice of Award may be issued by the ENGINEER."**

Add the following sentence to **"27. Notice to Proceed" "When requested by OWNER, the Notice to Proceed may be issued by ENGINEER."**

Add the following new defined terms:

"49. Product - As used in the Project Manual, includes materials, fabrications, systems and equipment."

"50. Construct - As used in the Project Manual, means to furnish and install, complete and ready for intended use."

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delete Paragraph 2.01 B. in its entirety and insert the following in its place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

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SC-2.01 Delete Paragraph 2.01 C. in its entirety.

SC-2.02 Delete Paragraph 2.02 A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor four (4) copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

Add the following immediately after 2.02 B:

C. Engineer is not custodian of Public Records related to this Project.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 A Delete in its entirety and substitute in its place:

"4.01 Commencement of Contract Times: Notice to Proceed

A. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein."

SC-4.01 Add the following Paragraph 4.01 B. as follows:

"B. Contractor shall perform no portion of the Work at any time without Contract Documents or, where specified, approved Shop Drawings for such portion of the Work.

SC-4.02 Add following paragraph:

"B. If Contractor does not start actual construction in the field in accordance with the Progress Schedule, he may be liable for the cost of Engineer's Resident Project Representative (RPR) until actual, field construction commences."

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Delete Paragraphs 5.03 A. and 5.03 B. in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Delete Paragraphs 5.06 A. and 5.06 B. in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner or Engineer.

B. Not Used.

Modified per Mittauer & Associates, Inc.
EJCDC® C-800, Supplementary Conditions.
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ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02 B.:

1. **Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.**

SC-6.02 Delete Paragraph 6.02 D. in its entirety.

SC-6.02 Paragraph 6.02 E.: Delete the words "or Contractor" in the paragraph.

SC-6.03 Add the following new paragraph immediately after Paragraph 6.03 J.:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. **Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:		**Statutory**
Federal, if applicable (e.g., Longshoreman's):		**Statutory**
Jones Act coverage, if applicable:		
Bodily injury by accident, each accident	**$**	**None**
Bodily injury by disease, aggregate	**$**	**None**
Employer's Liability:		
Bodily injury, each accident	**$**	**100,000**
Bodily injury by disease, each employee	**$**	**500,000**
Bodily injury/disease aggregate	**$**	**100,000**
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	**$**	**None**
Foreign voluntary worker compensation		**Statutory**

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2. Contractor's Commercial General Liability under Paragraphs 6.03 B. and 6.03 C. of the General Conditions:

General Aggregate	$ 2,000,000
Products - Completed Operations Aggregate	$ 1,000,000
Personal and Advertising Injury	$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	$ 1,000,000
Each accident	$ 1,000,000
Property Damage:	
Combined Single Limit of	$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence	$ 2,000,000
General Aggregate	$ 2,000,000

Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages, where applicable.

5. Contractor's Pollution Liability:

Each Occurrence	$ None
General Aggregate	$ None

☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: None

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7. **Contractor's Professional Liability:**

Each Claim	**$ None**
Annual Aggregate	**$ None**

SC-6.05 A. Add the following to the list of requirements in Paragraph 6.05 A., as numbered items:

14. **be subject to a deductible amount of no more than $10,000 for direct physical loss in any one occurrence.**

15. **include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;**

16. **include by express endorsement coverage of damage to Contractor's equipment.**

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 C. Add the following new paragraph immediately after Paragraph 7.02 B.:

"Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15."

SC-7.03 Add the following after Paragraph 7.03 C.: **"D. The use of asbestos or asbestos-based fiber materials is prohibited in this Project."**

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03 D.: **"E. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards are in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards."**

SC-7.18 Add the following new paragraph immediately after Paragraph 7.18 C.2.:

"D. In conformance with the requirements of Section 725.06, Florida Statutes, the specific considerations for Contractor's promises are:

1. **One dollar ($1.00) in hand paid by Owner, Engineer, and Engineer's employees to Contractor, receipt whereof is hereby acknowledged and the adequacy of which Contractor accepts as completely fulfilling the obligations of Owner, Engineer, and Engineer's employees under the requirements of Section 725.06, Florida Statutes, and;**

2. **The entry of Owner and Contractor into the construction contract because, but for Contractor's promises as contained in the General**

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Conditions, Owner would not have entered into the construction contract with Contractor."

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.04 Add the following new paragraph immediately after Paragraph 8.03 D.:

"8.04 Claims Between Contractors:

A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner or Engineer, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer and the officers, directors, partners, employees, agents and other consultants and subconsultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer or Engineer's consultants to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner or Engineer or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner or Engineer on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner and Engineer for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner or Engineer for activities that are their respective responsibilities."

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ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03 A.:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the Progress Schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions,

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together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

   a. Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

   a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

   b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

   a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

   b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

   c. Maintain records for use in preparing Project documentation.

11. Reports:

   a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

   b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

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c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

    a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

    b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

    c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

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6. **Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**

7. **Accept Shop Drawing or Sample submittals from anyone other than Contractor.**

8. **Authorize Owner to occupy the Project in whole or in part.**

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 D.1. In the first line of Paragraph 15.01 D.1., change **"Ten days..." to read "Forty-five days...".**

SC-15.03 B. Add the following new subparagraph to Paragraph 15.03 B.:

"1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15."

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Mediation

A. All matters subject to final resolution under this Article will be decided by mediation in accordance with the rules of the mediation agency mutually agreed upon by Owner and Contractor, subject to the conditions and limitations of this paragraph. This agreement to mediate and any other agreement or consent to mediate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction. The mediator will be mutually agreed upon by both parties.

B. The demand for mediation will be filed in writing with the other party to the Contract and with the selected mediator or mediation provider, and a copy will be sent to Engineer for information. The demand for mediation will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for mediation should include specific reference to Paragraph SC-17.02 D. below.

C. No mediation arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

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1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the mediation; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the mediation and which will arise in such proceedings.

D. The award rendered by the mediator shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

F. The fees and expenses of the mediators and any mediation service shall be shared equally by Owner and Contractor.

END OF SECTION

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SECTION 00814

SWORN STATEMENT UNDER 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 Town of Lady Lake

   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 with 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 or 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 management of the entity, nor any affiliate of the entity have 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 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 agents who are active in 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 _____, 2016

Personally known _____

_____

OR Produced identification _____

Notary Public - State of _____

My commission expires _____

_____
(Printed typed or stamped
commissioned name of notary public)

Form PUR 7068 (Rev. 04/10/92)

SECTION 00900

ADDENDA AND MODIFICATIONS

Bidding addenda and/or modifications issued prior to signing of the construction agreement are to be attached hereto.

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS: The general provisions of the Contract, including General and Supplementary Conditions apply to the work specified in this section.

1.02 SPECIFIED CODES:

A. The design of the work is based on the requirements of the latest editions of the Florida Building Code, NFPA 70 National Electric Code, NFPA 101 Life Safety Code and National Fire Protection Association Requirements, whichever is most stringent.

B. The site work is based on the latest edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereinafter referred to as the Florida DOT Specifications or DOT Spec.

C. The Contractor shall ensure the work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.

1.03 REFERENCE STANDARDS:

A. Except as otherwise required by Paragraph 1.02 all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.

B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the work.

1.04 PERMITS:

A. The Florida Department of Environmental Protection Permit has been obtained by Owner and is included at the end of this section. Construction of the project shall be performed so as to allow the Owner to meet the requirements and stipulations of the permit.

B. FDEP Stormwater: Contractor shall apply for and obtain an FDEP generic permit for Stormwater discharge from Large and Small Construction Activity.

C. The Contractor shall apply for and shall obtain the Building Permit.

1.05 FEES: Contractor shall be responsible for all fees associated with the permit for which he applies.

1.06 SUBMITTALS:

A. Copy of Application
B. Copy of Approved Permit

END OF SECTION

Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

November 30, 2015

Mr. C.T. Eagle, Public Works Director
Town of Lady Lake
136 Skyline Drive
Lady Lake, Florida 32159
Via email: cteagle@ladylakepw.org

Lake County - DW
Lady Lake WWTF
File No. FLA399761-007
Permit Revision

Dear Mr. Eagle:

The Department is in receipt of your request to revise the conditions of the permit referenced above the facility to allow modifications at the treatment plant to promote efficient operation at the current flows and loading, which are less than 50% of the facility design capacity. The permit is hereby revised to allow the following modifications and to include these conditions:

1. Conversion of Plant No. 2 from fine-bubble to coarse-bubble aeration. The existing fine-bubble system will be retained for future use; until flows increase the coarse-bubble system will be utilized.
2. Addition of Blower No. 4 (100 HP – 1,300 cfm); this unit will match the existing Blower No. 1 and will provide the needed redundancy in the plant's air supply. The facility will have two (2) 100 HP (1,300 cfm) blowers, one (1) 60 HP (700 cfm) blower, and one (1) 200 HP (3,900 cfm) blower, following completion of the improvements.
3. As maintenance items, rehabilitate the corroded concrete work in the existing headworks structure and perform a like-for-like replacement of the existing reclaimed water vertical turbine transfer pumps (700 gpm @ 40 ft TDH).
4. Prior to placing the new facilities into operation or any individual unit processes into operation, for any purpose other than testing for leaks and equipment operation, the permittee shall complete and submit to the Department DEP **Form 62-620.910(12), Notification of Completion of Construction for Domestic Wastewater Facilities.** *[62-620.630(2)]*
5. Within six months after a facility is placed in operation, the permittee shall provide written certification to the Department on **Form 62-620.910(13)** that record drawings pursuant to Chapter 62-600, F.A.C., and that an operation and maintenance manual pursuant to Chapters 62-600 and 62-610, F.A.C., as applicable, are available at the location specified on the form. *[62-620.630(7)]*
6. This permit does not cover any of the structural engineering aspects of this project.

This letter must be attached to Wastewater Permit No. FLA399761-007 and becomes a part of and subject to all conditions of that permit.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under section 120.60(3) of the Florida Statutes must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first.

Under section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

(a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department permit identification number and the county in which the subject matter or activity is located;
(b) A statement of how and when each petitioner received notice of the Department action;
(c) A statement of how each petitioner's substantial interests are affected by the Department action;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
(f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under section 120.573 of the Florida Statutes is not available for this proceeding.

This action is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this order will not be effective until further order of the Department.

Any party to the order has the right to seek judicial review of the order under section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Christianne C. Ferraro

Christianne C. Ferraro, P.E.
Administrator
Permitting and Waste Cleanup Program - Wastewater
3319 Maguire Boulevard Suite 232
Orlando, FL 32803-3767

FILING AND ACKNOWLEDGMENT

Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Mandakini Patel November 30, 2015
Clerk Date

CCF/crl

cc: Charles LeGros, FDEP (via email)
Wanda Parker Gavin, FDEP (via email)
Jason R. Shepler, PE (via email: jshepler@mittauer.com)

CERTIFICATE OF SERVICE

This is to certify that this PERMIT REVISION and all copies were mailed before the close of business on November 30, 2015 to the listed persons by Mandakini Patel.

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 TYPES OF SUBMITTALS:

A. Construction Schedules: The Contractor shall prepare and submit to the Owner and Engineer within two weeks of the "Notice to Proceed" a construction schedule showing the proposed dates for starting and completing each of the various branches of work. The schedule shall be in the form of a bar graph with a representation of the schedule of costs by months.

B. Manufacturer's data shall include all standard published information describing products, systems, methods and performance. Include manufacturer's name and address, and associations with which manufacturer of his products comply.

C. Shop drawings and schedules shall include items, products, materials, methods, anchorages, details, or any other information required to fabricate items of the work and complete the installation which is not specifically stated or described on manufacturer's data. Shop drawings shall specifically address the work of this project.

D. Installation instruction shall include all information required from a manufacturer or fabricator to have his product installed. This may be included as a shop drawing if such are required.

E. Warranties and Guarantees required by the Contract Documents shall begin on the official date of substantial completion of the project or any portion thereof, into which the warranted or guaranteed item was installed, constructed, or otherwise made operational. All warranties and guarantees shall be in effect for a minimum of one year unless specified for a longer period. Include all specific items covered, company names and addresses and names of persons authorized to warrant or guarantee item(s) if not a blanket coverage.

F. Certifications and test reports of products, materials, and performance for compliance with specified requirements shall specifically address the work and shall contain the name and signature and address of persons authorized to make such certifications.

G. Evidence of compliance to instructions shall be copies of transmittal letters or letter of verification duly signed by authorized persons.

H. Operation and Maintenance Manuals shall include all literature required to properly operate and maintain any equipment installed in the work and shall include names and addresses of manufacturers and authorized service and/or parts representatives, and dealers and shall be delivered on or before data of beneficial occupancy.

I. Samples required shall be as specified and shall include identifications of the specific item and specification section to which the sample applies.

1.02 COPIES OF SUBMITTALS:

A. The minimum number of copies of submittals shall be submitted as follows and does not include numbers of copies required by the Contractor for his distribution purposes.

1.	Manufacturers Data:	4
2.	Shop Drawings and Schedules:	4
3.	Installation Instructions:	4
4.	Warranties and Guarantees:	4
5.	Certifications and Test Reports:	4
6.	Evidences:	4
7.	Operation and Maintenance Manuals:	4
8.	Samples:	3
9.	Progress Schedule:	4 Monthly

B. Any copies submitted in addition to those required will be processed and returned to the Contractor. Additional copies may be in the form of a reproducible copy.

C. Submittals received by the Engineer with less than the specified number of copies included will be immediately returned to the Contractor not reviewed and without action.

D. As soon as practicable after the date of execution of the Owner/Contractor Agreement and within 30 days, the Contractor will make all required submittals.

1.03 REVIEW OF SUBMITTALS:

A. All submittals required by the Contract Documents shall be sent to the Engineer.

B. Copies of submittals to be returned for the Contractor's use will be processed and mailed to the Contractor within 14 days of receipt of each submittal by the Engineer.

C. Review of submittals is only for conformance with the design concept of the project or work and does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents nor from responsibility for errors and omissions in the submittals.

D. Submittals received without the Contractor's signed "Checked and Approved" stamp on each copy will be returned without action.

E. Any submittals or portions thereof which are processed and returned to the Contractor will be marked "Approved," "Approved as Noted," "Revise and Resubmit," or "Not Approved."

F. Submittals which refer to information or data not included in the submittal (excluding the Contract Documents) will not be checked.

1.04 WRITTEN DOCUMENTS:

A. All written documents including letters, letters of transmittal and request, generated by the Contractor shall be on standard letter or legal size paper and include Contractor's name, the Owner's project number, Engineer's project number, date and be signed by authorized personnel.

B. Letters of transmittal whether written or of standard form, shall also clearly identify each part of the submittal with specification section number and indicate the number of copies of each part. Letter requesting substitutions shall contain the same information.

C. All submittals for approval shall be individually numbered by the Contractor in sequence of order of submission. Resubmittal of revised submittals shall bear the same numbers and be clearly marked "Resubmittal No. _____".

D. All copies shall be neatly prepared, easily readable, bound and transmitted. Facsimile copies or reproductions of facsimile copies will not be accepted.

1.05 COLORS:

A. The Engineer in noting and marking submittals will use the color green.

B. The Contractor in noting and marking submittals shall use the color red.

C. Marks or notations of any other color on submittals shall be disregarded.

1.06 ON-SITE RECORDS: The Contractor shall have at least one set of complete, approved submittals and shop drawings on the job site at all times when such work is in progress.

END OF SECTION

SECTION 01390

AUDIOVISUAL DOCUMENTATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK: Prior to commencing the Work, the Contractor shall have a continuous audio-video tape recording of the Project to serve as a record of preconstruction conditions.

1.02 APPROVAL: No construction shall begin prior to review and approval of the tapes covering the construction area by the Engineer. The Engineer shall have the authority to reject all or any portion of a video tape not conforming to specifications and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five (5) days after being notified. The Engineer shall designate those areas, if any, to be omitted from or added to the audio-video coverage. Recordings shall not be made more than ninety (90) days prior to construction in any area.

1.03 QUALITY ASSURANCE: The Contractor shall engage the services of a professional electrographer. The color audio-video recordings shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation.

PART 2 - PRODUCTS

2.01 GENERAL: All equipment, accessories, materials, and labor to perform this service shall be furnished by the Contractor.

2.02 QUALITY: The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall have minimal distortion, tearing, rolls, or other imperfections. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume and clarity and be free from distortion, wind noise and interruptions.

2.03 CAMERA: The digital color video camera used in the recording system shall have a minimum horizontal resolution of 300 lines at center, a minimum luminance signal-to-noise ratio of 60 Db, and a minimum illumination requirement of no more than 25 foot-candles.

2.04 CAMERA TAPES: Audio-video camera tapes shall be new. Reprocessed tapes will not be acceptable. The tapes shall be one-half inch, high energy, extended still frame capable, video cassette; shall be interchangeable with any VHS color video cassette player; and shall be compatible for playback with any VHS player-receiver.

2.05 DIGITAL VIDEO DISKS (DVD): The video recording company shall prepare the final recording on DVDs for use by the Owner and the Engineer. A total of two sets shall be furnished on a 4.7 GB format DVD, suitable for playing on a standard DVD player or computer DVD drive. The disk shall be bookmarked with a separate chapter title for each street that was recorded or with chapter bookmarkings at fixed three minute or five minute intervals. The DVDs shall not be copy righted or copy protected such that the Owner or Engineer will have the ability to make additional copies if necessary.

PART 3 - EXECUTION

3.01 VIDEO RECORDING PROCEDURES:

A. Each recording shall begin with the current date, project name, and municipality and be followed by the general location, i.e., name of street, house address, viewing side, and direction of progress. The audio track shall consist of an original live recording. The recording shall contain the narrative commentary of the electrographer, recorded simultaneously with his fixed elevation video record of the zone of influence of construction. The recording shall be filmed in a forward-motion progression toward the objects being recorded.

B. All video recordings must, by electronic means, periodically display transparent digital information to include the date and time of recording, and station numbers, if shown on the Drawings. The date information shall contain the month, day, and year. The time information shall contain the hour, minutes, and seconds. Additional information shall include but not be limited to project name, contract number, name of street, house address, direction of travel, and the viewing side. The transparent information shall appear on the extreme upper left hand third of the screen.

C. All recordings shall be done during times of good visibility. No recording shall be done during precipitation, mist, or fog. The recording shall be done only when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

D. The rate of speed on the general direction of travel of the vehicle used during recording shall not exceed 44 feet per minute (½ mph). Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

E. Recording coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing valves, meter boxes, fire hydrants, driveways, sidewalks, curbs, pavements, striping, ditches,

mailboxes, landscaping, culverts, fences, signs, walls, etc., within the area covered.

F. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be less than eight (8) feet. In some instances, audio-video recording coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the Engineer.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS: Definitions: Specified quality control requirements for the work are indicated throughout the Contract Documents and are not repeated herein. The requirements of this Section are primarily related to performance of the work beyond furnishing of manufactured products. The term "Quality Control" includes, but is not necessarily limited to, inspection and testing and associated requirements. This Section does not specify or modify Engineer's duties relating to quality control and Contract enforcement.

1.02 RESPONSIBILITY FOR INSPECTIONS AND TESTS:

A. Unless otherwise noted all testing and inspections required by these specifications shall be performed by a properly certified entity. All cost associated with the testing and inspections shall be the Contractor's responsibility. The Contractor shall also be responsible for all tests or inspections required by any entity having jurisdictional control over the work.

B. Costs for those required services by independent testing laboratories are recognized to be included in the Contract Sum.

C. No failure of test agencies, whether engaged by Owner or Contractor, to perform adequate inspections or tests or to properly analyze or report results, shall relieve the Contractor of responsibility for fulfillment or requirements of Contract Documents. It is recognized that required inspection and testing programs are intended to assist the Contractor, Owner, Engineer and governing authorities in nominal determination of probable compliance with requirements for certain elements of work. The program is not intended to limit the Contractor's regular quality control program as needed for general assurance of compliances.

1.03 QUALITY ASSURANCE:

A. General Workmanship Standards: Except as more definitively specified, the Contractor shall comply with recognized workmanship quality standards within the industry as applicable to each unit of work, including ANSI Standards where applicable. It is a requirement that each category of trades person or installer performing the work is prequalified, to the extent of being familiar with applicable and recognized quality standards for that category of work, and being capable of workmanship complying with those standards.

B. Qualification of Quality-Control Agencies: Except where another qualification standard is indicated, and except where it is specifically indicated that use of prime product manufacturer's test facilities is acceptable, engage independent testing laboratories complying with "Recommended Requirements for Independent Laboratory Qualification" as published by American Council of Independent Laboratories, and specializing in type(s) of inspections and tests required.

C. When requested by the Engineer, submit proof of qualification for agency(s) engaged or to be engaged to perform inspection and testing services. If, after review of the submitted information, the Engineer determines that the agency's qualifications are unsatisfactory, the Contractor shall engage an alternate agency at no additional cost to the Owner.

1.04 PRODUCT DELIVERY - STORAGE - HANDLING: Handle, store and protect materials and products, including fabricated components, by methods and means which will prevent damage, deterioration, and losses including theft (and resulting delays), thereby ensuring highest quality results as the performance of the work progresses. Control delivery schedules so as to minimize unnecessary long-term storage at project site prior to installation. Contractor shall provide covered storage for all new equipment on the site which is not intended for outside installation. Electrical, hydraulic and pneumatic connections on all equipment shall be protected from the elements.

1.05 WATER-TIGHTNESS: All tanks and other equipment containing liquids that are not subject to specific leakage testing, as may be specified elsewhere, shall be free of all leakage when filled to the maximum pressure of static head that could be applied during operation of the plant.

1.06 CODES AND STANDARDS:

A. Work of this Project shall comply with all applicable Codes and Standards in effect at the time of performance of the Work of this Project (editions and updates as current). Codes include, but are not necessarily limited to, the following:

1. Florida Building Code
2. Florida Fire Prevention Code
3. Florida Administrative Code
4. Department of Economic Opportunity, Florida Building Commission
5. NFPA - 70 National Electrical Code, 2014
6. ASCE/SEI
7. Underwriter's Laboratory Assembly Requirements
8. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition
9. ACI 318, Latest Edition
10. AISC Steel Construction Manual, Latest Edition
11. OSHA CFR 29, Parts 1926 and 1910

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION

3.01 PREPARATION FOR INSTALLATION:

A. Preinstallation Conferences: Well in advance of installation of every major unit of work which requires coordination with other work, the Contractor shall meet at project site with installers and representatives of manufacturers and fabricators who are involved in or affected by the unit of work, and in its coordination or integration with other work which has preceded or will follow.

B. The Contractor shall advise the Engineer of scheduled meeting dates. At each meeting the Contractor shall review the progress of other work and preparations for the particular work under consideration, including requirements of Contract Documents, product data, quality control samples, possible conflicts, compatibility problems, time schedules, weather limitations, structural limitation, governing regulations, safety, inspection and testing requirements, required performance results, recording requirements, and protection. Record significant discussion of each conference, and agreements and disagreements, along with final plan of action. Distribute a record of the meeting promptly to everyone concerned, including the Engineer.

C. The Contractor shall not proceed with the work if associated preinstallation conference cannot be concluded successfully. The Contractor shall instigate actions to resolve impediments to performance of the work, and meet at earliest date feasible.

D. Installer's Inspection of Conditions: The Contractor shall require the fabricator and installer of each major unit of work to inspect substrate to receive the work, and conditions under which the work will be performed, and to report (in writing to the Contractor and the Engineer) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the fabricator and installer.

3.02 INSTALLATION QUALITY CONTROL:

A. Manufacturer's Instructions: Where installation includes manufactured products, comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the Contract Documents.

B. The Contractor shall inspect each item of materials or equipment immediately prior to installation and reject damaged and defective items.

C. Provide attachment and connection devices and methods for securing work properly as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated. Allow for expansions and building movements. Provide uniform joint widths in exposed work, organized for best possible visual effect. Refer questionable visual effect choices to Engineer for final decision.

D. The Contractor shall recheck measurements and dimensions of the work as an integral step of starting each installation.

E. Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work for noncompatible work as required to prevent deterioration.

F. Coordinate enclosure (closing-in) of work with required inspections and tests, so as to avoid necessity of uncovering work for that purpose.

G. Mounting Heights: Except as otherwise indicated, mount individual units of work at industry-recognized standard mounting heights, for applications indicated. Refer questionable mounting height choices to Engineer for final decision.

H. Adjust, clean, lubricate restore marred finishes, and protect newly installed work, to ensure that it will remain without damage or deterioration during the remainder of the construction period.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION: The following criteria shall govern the furnishing of and paying for temporary construction and service items. Such items shall be instituted at the beginning and maintained for the life of the work or until removal or termination is approved by the Engineer.

1.02 TEMPORARY FACILITIES:

A. Drinking Water: The Contractor shall provide cool water with dispensing utilities.

B. Construction Water: The Owner will provide water for construction purposes.

C. The Owner will provide electricity for construction purposes. The Contractor shall make such temporary connections as necessary and shall remove these temporary connections at the end of the project.

D. Toilet Facilities: The Contractor shall furnish a portable, job-site toilet enclosure facility through a local company specializing and licensed in this business. The toilet enclosure shall be located at a point approved by the Owner. It shall be maintained by the supplying company and removed upon completion of the project.

1.03 SECURITY:

A. General: The Contractor shall provide security, as necessary or required, to protect work and property at all times.

B. Rodents and Other Pests: The Contractor, through debris removal, etc., shall control the creation of rodent or pest problems. Should such develop, the Contractor shall secure services of exterminator to control.

C. Debris Control: Keep premises clean and free from accumulation of debris and rubbish. Provide trash and debris receptacles and require use. Remove from site at least weekly.

D. Cleaning: As work is completed by trades, areas of work shall be cleaned in preparation for next trade, inspections or general safety of property and person.

E. Project Safety: The Contractor shall comply with all applicable governmental and insuring company requirements relative to construction and project safety. Either the superintendent or another company representative on the site during all working hours, shall be trained in project safety and designated as Contractor's Safety Director.

1.04 QUALITY ASSURANCE:

A. Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

1. Building Code Requirements
2. Health and Safety Regulations
3. Utility Company Regulations
4. Police, Fire Department and Rescue Squad Rules
5. Environmental Protection Regulations.

END OF SECTION

SECTION 01665

EQUIPMENT TESTING AND STARTUP

PART 1 - GENERAL

1.01 SCOPE OF WORK:

A. Provide a competent field services technician to supervise installation, adjustment, initial operation and testing, performance testing, final acceptance testing, and startup of the equipment.

B. Perform specified equipment field performance tests, final acceptance tests and startup services.

1.02 RELATED WORK: Operation and Maintenance Data is included in Section 01730.

1.03 SUBMITTALS:

A. Submit name, address and resume of proposed field services technician at least 30 days in advance of the need for such services.

B. Submit for review detailed testing procedures for shop tests, field performance tests and final acceptance tests. Test procedures shall be submitted at least 30 days in advance of the proposed test dates and shall include at least the following information:

1. Name of equipment to be tested.

2. Testing schedule of proposed dates and times for testing.

3. Summary of power and water, etc. needs and identification of who will provide them.

4. Outline specific assignment of the responsibilities of Contractor and manufacturers' factory representatives or field service personnel.

C. Submit copies of test reports upon completion of specified shop, performance and acceptance tests. Test reports shall incorporate the

information provided in the test procedures submittals, modified to reflect actual conduct of the tests and the following additional information.

1. Copy of all test data sheets and results.

2. Summary comparison of specified test and performance requirements vs actual test results.

3. Should actual test results fail to meet specified test and performance requirements, describe action to be taken prior to re-testing equipment.

D. Submit copy of the manufacturer's field service technician's report summarizing the results of his/her initial inspection, operation, adjustment and pre-tests. The report shall include detailed descriptions and tabulations of the points inspected, tests and adjustments made, quantitative results obtained, suggestions for precautions to be taken to ensure proper maintenance.

E. Submit Vendor's Certificate of Installation, Testing, and Instruction in the format at the end of this Section.

1.04 REFERENCE STANDARDS:

A. American Water Works Association (AWWA)

B. American Society for Testing and Materials (ASTM)

1.05 QUALITY ASSURANCE:

A. Field service technicians shall be competent and experienced in the proper installation, adjustment, operation, testing and startup of the equipment and systems being installed.

B. Manufacturers' sales and marketing personnel will not be accepted as field service technicians unless they have equivalent training and experience.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 PRELIMINARY REQUIREMENTS:

A. After installation of the equipment has been completed and the equipment is presumably ready for operation, before it is operated by others, the manufacturer's field service technician shall inspect, operate, test and adjust the equipment. The inspection shall include at least the following points where applicable:

1. Soundness (without crack or otherwise damaged parts).

2. Completeness in all details, as specified and required.

3. Correctness of setting, alignment and relative arrangement of various parts.

4. Adequacy and correctness of packing, sealing and lubricants.

B. The operation, testing and adjustment shall be as required to prove that the equipment has been left in proper condition for satisfactory operation under the conditions specified.

C. Upon completion of this work, the manufacturer's field service technician shall submit a signed report fo the results of his/her inspection, operation, adjustments and tests.

3.02 WITNESS REQUIREMENTS:

A. Shop tests or factory tests may be witnesses by the Owner or Engineer.

B. Field performance and acceptance tests shall be performed in the presence of the Engineer.

3.03 STARTUP AND ACCEPTANCE:

A. General Requirements:

1. Successfully execute the step-by-step procedure of startup and performance demonstration specified hereinafter.

2. The startup and performance demonstration shall be successfully executed prior to Substantial Completion.

3. All performance tests and inspections shall be scheduled at least five working days in advance. All performance tests and inspections shall be conducted during the work week of Monday through Friday, unless otherwise specified.

B. Preparation for Startup:

1. All mechanical and electrical equipment shall be checked to insure that it is in good working order and properly connected.

2. All instruments and controls shall be calibrated through their full range. All other adjustments required for proper operation of all instrumentation and control equipment shall be made.

3. Perform all other tasks needed for preparing and conditioning the facilities for proper operation.

4. No testing or equipment operation shall take place until it has been verified that all safety equipment has been installed and is in good working order.

5. No testing or equipment operation shall take place until it has been verified that all lubricants, tools, maintenance equipment, spare parts and approved equipment operation and maintenance manuals have been furnished as specified.

C. Facilities Startup:

1. Startup period shall not begin until all equipment have been tested as specified and are ready for operation. Owner shall receive spare parts, safety equipment, tools and maintenance equipment, lubricants, approved operation and maintenance data and the specified operation and maintenance instruction prior to the startup.
2. Demonstrate a 24-hour period of successful operation of the facility as a prerequisite for Substantial Completion.

3. In the event of failure to demonstrate satisfactory performance of the facility on the first or any subsequent attempt, all necessary alterations, adjustments, repairs and replacements shall be made. When the facility is again ready for operation, it shall be brought on line and a new test shall be started. This procedure shall be repeated as often as necessary until the facility has operated successfully.

END OF SECTION

VENDOR'S CERTIFICATE OF INSTALLATION, TESTING, AND INSTRUCTION

Owner Town of Lady Lake _____
Project Wastewater Treatment Facility No. 2 Aeration Improvements _____
Contract No. _____
EQUIPMENT SPECIFICATION SECTION _____
EQUIPMENT DESCRIPTION _____

I, _____, Authorized representative of
(Print Name)

_____
(Print Manufacturer's Name)

hereby CERTIFY of _____
(Print Equipment Name and Model with Serial No.)

installed for the subject project has/have been installed in a satisfactory manner, has/have been satisfactorily tested, is/are ready for operation, and that Owner assigned operating personnel have been suitably instructed in the operation, lubrication, and care of the unit[s] on

Date: _____ Time: _____

CERTIFIED BY: _____ DATE: _____
(Signature of Vendor's Representative)

OWNER'S ACKNOWLEDGMENT OF VENDOR'S INSTRUCTION

I/WE the undersigned, authorized representatives of the Town of Lady Lake and/or Plant Operating Personnel have received classroom and hands on instruction on the operation, lubrication, and maintenance of the subject equipment and am/are prepared to assume normal operational responsibility for the equipment:

_____ DATE: _____

_____ DATE: _____

_____ DATE: _____

SECTION 01700

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Summary of Work: The Contractor shall remove all stains, spots, marks and dirt from all finished surfaces caused by this work. All items shall be cleansed in accordance with the manufacturers' written instructions.

B. Inspection Certificates, Bonds and Guarantees: Upon completion of project, and prior to submission of certificate for final payment, the Contractor shall have the electrical, plumbing and other work, as applicable, inspected by proper authorities as required by the specifications and all applicable codes, laws and ordinances. Before final payment will be made, the Contractor shall submit copies of all bonds and guarantees as required.

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS: The Contractor shall keep neat and accurate record drawing information for all items installed. Record drawings shall be updated daily as the work progresses. Contractor shall obtain dimensional and elevational information on all items prior to burial or concealment. Contractor shall verify each dimension and elevation shown on the Drawings and shall note any changes. All changes shall be kept on a single red-lined set of construction drawings. Any changes in materials, dimensions, elevations, etc., for any material/equipment installed shall be noted on the Contractor's red-lined set of construction drawings. Items to be noted on the Contractor's red-lined set of record drawings will include, but not be limited to, changes to the following:

A. Structures:

1. Length, height, width, and/or thickness of walls, floors, foundations, equipment, slabs, etc.

2. Invert elevations and top of concrete elevations.

3. Reinforcing steel.

4. Information not shown on the Drawings.

B. Piping, Valves, and Fittings:

1. Size, material, joint type, fitting type, valve type, etc.

2. Elevations of each fitting (above and below ground).

3. Horizontal control to centerline of pipes, valves and fittings, from permanent aboveground structures.

4. Location and elevation of pipe penetrations through structures.

5. Information not shown on Drawings.

6. Information gathered during location of Underground Facilities.

C. Sitework:

1. Information not shown on the Drawings.

D. Electrical:

1. Changes in voltage, phase, HP, starter size, breaker size, wire size, number of wires, switches, control panels, lighting, etc.

2. Changes in conduit and electrical component locations.

3. Information not shown on the Drawings.

Upon completion of the project, Contractor shall submit red-lined set of record drawings to Engineer. Engineer will review and comment on submitted red-lined record drawings. Engineer shall be the sole judge of adequacy. Upon receipt of acceptable red-lined record drawings, Engineer will incorporate record drawing information into AutoCAD for submittal to Owner.

PART 3 - EXECUTION

3.01 RECORDS: Daily records of changes in location of piping, fixtures and other items shall be kept and recorded on the record drawings. The Contractor shall review the completed record drawings and ascertain that all data furnished is accurate and truly represents the work actually installed. No Record Drawing Information will be accepted from Subcontractors.

3.02 SUBMITTAL: The Project shall not be considered to be in Substantial Completion until record drawings have been submitted and accepted by the Engineer. Prior to final payment the record drawings shall be revised by the Contractor to reflect any changes which have occurred since the Substantial Completion submittal.

3.03 FINAL INSPECTION: Final inspection will be held in accordance with the General Conditions.

END OF SECTION

SECTION 01730

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SCOPE OF WORK: This Section includes procedural requirements for compiling and submitting operation and maintenance data required.

1.02 RELATED WORK: Equipment Testing and Startup - Section 01665.

1.03 SERVICES OF MANUFACTURER'S REPRESENTATIVE: Equipment furnished shall include the cost of a competent representative of the manufacturers of all equipment to supervise the installation, adjustment and testing of the equipment and to instruct Owner's operating personnel on operation and maintenance. This supervision may be divided into two or more time periods as required by the installation program.

1.04 OPERATING MANUALS:

A. Four complete sets of operation and maintenance instructions covering all equipment furnished shall be submitted.

1. The manual for each piece of equipment shall be a separate document with the following specific requirements:

a. Contents:

(1) Table of Contents

(2) Brief description of each system and components

(3) Starting and stopping procedures

(4) Special operating instructions

(5) Routine maintenance procedures

(6) Troubleshooting Guide

(7) Manufacturer's printed operating and maintenance instructions, parts list, illustrations and diagrams

(8) One copy of each wiring diagram

(9) One copy of each approved shop drawing and each Contractor's coordination and layout drawing

(10) List of spare parts, manufacturer's price, and recommended quantity

(11) Name, address and telephone numbers of local service representatives.

b. Material:

(1) Loose leaf on 60 pound, punched paper

(2) Holes reinforced with plastic cloth or metal

(3) Page size, 8-1/2-inch by 11-inch

(4) Diagrams, illustrations, and attached foldouts as required, or original quality, reproduced by dry copy method

(5) Covers: oil, moisture and wear resistant 9 by 12 size

1.05 CONTENTS, EACH VOLUME:

A. Table of Contents: Provide title of project, names, addresses and telephone numbers of Owner, Contractor, and Subcontractors with name of responsible parties; schedule of products and systems, indexed to content of the volume.

B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and Suppliers; including local source of supplies and replacement parts.

C. Product Data: Mark each sheet to clearly identify specific products and component parts and data applicable to installation. Delete inapplicable information pertaining to the models and options not actually furnished.

D. Drawings: Supplemental product dat to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

E. Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

A. For each item of Equipment and Each System provide the following:

1. Overview of System and description of unit or system and component parts. Identify function, normal operating characteristics and limiting

conditions. Include performance curbs and complete nomenclature and commercial number of replaceable parts.

2. Pump Control Panel including electrical service characteristics, controls and communications and color coded wiring diagrams as installed.

3. Operating Procedures: Include start-up, break-in and routine normal operating instructions and sequences; regulation, control, stopping, shut-down and emergency instructions; and summer, winter and any special operating instructions.

4. Maintenance Requirements:

   a. Routine procedures and guide for trouble-shooting; disassembly, repair and reassembly instructions; and alignment, adjusting, balancing and checking instructions.

   b. Servicing and lubrication schedule and list of lubricants required.

   c. Manufacturer's printed operation and maintenance instructions.

   d. Sequence of operation by controls manufacturer.

   e. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

5. Control diagrams by controls manufacturer as installed.

6. List of original manufacturer's spare parts, current prices and recommended quantities to be maintained in storage.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

SECTION 02240

DEWATERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS: The General Provisions of the Contract, including the General Conditions, Supplementary Conditions and Special Conditions (if any), along with the General Requirements, apply to the work specified in this Section.

1.02 DESCRIPTION: The Work to be performed under this section shall include furnishing all equipment and labor necessary to remove storm or subsurface waters from excavation areas in accordance with the requirements set forth and as shown on the drawings.

1.03 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The dewatering of any excavation areas and the disposal of the water shall be in strict accordance with the latest revision of all local and state government rules and regulations. The Contractor shall obtain any required dewatering permit from the appropriate agencies prior to commencing dewatering operations.

1.04 SUBMITTALS: Prior to the start of construction the Contractor shall provide a dewatering plan describing the surfacewater and groundwater controls which will be employed to control water levels in excavations so that construction is not inhibited.

A. Plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons.

B. Plan shall indicate disposal method and location of point discharge.

C. Proof of Compliance with Florida Department of Environmental Protection Rule 62-621.300(2). See Paragraph 3.02 (B).

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 PERFORMANCE:

A. General:

1. The Contractor shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in any excavation.

2. The Contractor shall maintain groundwater levels as follows:

   a. 2 feet (24") below foundation bearing elevation.

   b. 2 feet (24") below pavement base bearing elevation.

   c. 1 foot (12") below bottom of utility pipes and structures.

   d. Bottom of trench or other excavation shall be dry so that work can proceed.

   e. 1 foot (12") below any other working surface.

3. System shall intercept water on all sides of area to be drawn down.

4. Contractor shall adhere to submitted Dewatering Plan.

5. Engines driving any proposed dewatering pumps shall be equipped with residential type mufflers.

B. Acceptable Methods:

1. Wellpoint System

2. Trench and Sock Drain

   a. Dewatering by trench pumping will not be permitted if migration of fine grained natural material from bottom, side walls or bedding material will occur.

3.02 DISPOSAL:

A. General:

1. Water pumped from an excavation shall be disposed (in strict compliance with all Local, State and Federal Regulations) or in the following:

   a. Site Stormwater Pond or other Stormwater Facility serving the project.

   b. Temporary disposal pit or trench.

2. Direct discharge to waters of the state or other surface waters is strictly prohibited without prior written approval from the governing agency.

3. No flooding of streets, roadways, driveways or private property shall be permitted.

B. Regulatory Requirements:

1. Contractor is responsible for acquiring and complying with all permits and approvals necessary to perform the dewatering activity.

   a. The Florida Department of Environmental Protection requires testing of groundwater prior to dewatering (F.A.C. 62-621.300(2) for each point source that discharges to waters of the State.

2. All waterways shall be protected from turbidity during the dewatering operation.

3.03 RESTORATION:

A. All temporary drains, pipe or other non-soil materials shall be removed at the conclusion of the dewatering activity.

B. Soils disturbed by the removal process shall be recompacted and restabilized.

END OF SECTION

SECTION 02300

EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Work Included:
1. Notification of Utility Companies.
2. Protection.
3. Stripping and Stockpiling Topsoil.
4. Overexcavation & Removal of Unsuitable Soils.
5. Slope Restrictions, Shoring & Bracing of Excavations.
6. Existing Soil Compaction & Preparation
7. Fill Placement
8. Layout and Establishment of Grades
9. Grading and Reshaping Site.
10. Spreading of Topsoil.
11. Repair & Restoration.
12. Clean Up.

1.02 REFERENCES:

A. American Society for Testing and Materials (Latest Edition):
1. ASTM D 1557, 'Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort'
2. ASTM D 2216, 'Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock'
3. ASTM D 2487, 'Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)'
4. ASTM D 2922, 'Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)'
5. ASTM D 3017, 'Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)'
6. ASTM D 1140, 'Standard Test Methods for Amount of Material in Soils Finer Than the No. 200 Sieve.'
7. ASTM D 4318, 'Standard Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils.'
8. ASTM D-698, 'Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort'.
9. ASTM D-5268, 'Standard Specification for Topsoil Used for Landscaping Purposes.'
10. ASTM D-2974, 'Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils.'
11. ASTM D-6913, Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis

1.03 JOB CONDITIONS:

A. Inspection of the Site: It is the Contractor's responsibility to have carefully inspected the Site during the bidding period to determine the extent and nature of the site work and the conditions under which it must be performed.

B. Lines, Grades, Etc.: Verify all grades, lines and dimensions shown on Drawings and report any errors or inconsistencies to the Engineer before commencing work.

C. Should any unusual conditions arise, contact the Engineer for instructions prior to continuation of grading operations.

1.04 QUALITY ASSURANCE:

A. Work specified herein will be subject to inspection and testing by an independent testing laboratory selected and compensated by the Contractor. Selection of the testing laboratory is subject to the approval of the Engineer.

B. Testing: Contractor shall employ (at the Contractor's expense) a geotechnical firm capable of performing the below compliance testing at the indicated intervals. Geotechnical firm subject to Engineers approval.

1. The minimum compaction testing (ASTM D 1557) shall be as follows for each lift of fill:

   a. One (1) test per 5,000 SF under pavement and building area.
   b. One (1) test per 10,000 SF of all other areas.

   In the event an above item is not constructed on fill, the areas shall be tested as if one (1) lift of fill had been put in place.

2. Additionally, the following elements shall be tested (ASTM D1557) for compliance with the compaction requirements to a depth of 24" below the bearing elevation of each element.

   a. One (1) test per 300 LF of utility trench.
   b. One (1) test at each utility structure.
   c. One (1) test for each 50 LF of continuous footing.
   d. One (1) test for each 2,500 sf of building slab or tank floor.
   e. One (1) test for each isolated footing.

3. Representative samples of each source of suitable fill shall be collected and tested for maximum dry density (ASTM D2922), optimum moisture content (ASTM D2216), gradation (ASTM D6913) and plasticity (ASTM D4318) characteristics. Tests shall be performed to establish moisture density relationships and fill

suitability in accordance with the modified proctor method (ASTM D1557).

4. Imported Topsoil Material shall be tested as follows for each source material:

   a. pH.
   b. Determine organic material content by ASTM D-2974.
   c. Presence of Herbicides.

C. Field Engineering & Layout:

1. The Owner has established the lot line bearings and project benchmark elevation.

2. The Contractor shall employ and pay for the services of a Florida licensed surveyor who shall make all required surveys for establishing all points, lines, grades and levels, and otherwise fully and completely lay out all the work required by the Contract.

1.05 SUBMITTALS:

A. Copies of all soils testing showing compliance with this section. Copies of all retests as required.

B. Shoring and bracing plans for excavations that are signed and sealed by a Florida Registered Professional Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Suitable On-Site or Imported Fill/Backfill:

1. Well graded material conforming to ASTM D 2487 (SW, SP) or AASHTO A-3 free from debris, organic material, fat clays, brick, lime, concrete, and other material which would prevent adequate performance of the backfill.

2. Fill shall consist of an inorganic, non-plastic, granular soil containing less than 10 percent material passing the No. 200 mesh sieve.

3. All fill proposed for use at the site whether from on-site grading operations or an off-site source shall be tested as outlined in Paragraph 1.05B.

B. Topsoil:

1. Well graded sandy material with composted organic content in accordance with ASTM D-5268.

2. Material shall be friable, free draining, surface soil reasonably free of grass, roots, weeds, sticks and trash.

3. Material shall be free of odors.

4. Material shall have a pH between 5.9 and 7.0 unless otherwise required by the sod supplier or landscaper.

5. Topsoil shall be tested as outlined in 02300 (1.05) B.4.

C. Granular Fill:

1. Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2 inch sieve and 0 to 5 percent passing No. 8 sieve.

D. Pipe Bedding and Haunching Material:

1. Natural subgrade or backfilled material shall meet the requirements of the Unified Soil Classification for SW or SP material or AASHTO Soil Classification for A-3 material.

PART 3 - EXECUTION

3.01 NOTIFICATION OF UTILITY COMPANIES:

A. Notify all utility companies that may have lines or services on or around the site prior to starting any work. Have the utility identify and locate their underground lines.

B. Active utilities shall be adequately protected from damage and removed or relocated only as indicated or specified. The work shall be adequately protected, supported or relocated. Take responsibility for the repair or replacement of any lines or services damaged during the course of this work.

C. Remove, plug or cap all abandoned lines, meters, boxes, obstructions or piping in accordance with the requirements and approval of the agencies affected or as directed by the Engineer. Use licensed electricians or plumbers for this work.

3.02 PROTECTION:

A. Take responsibility for furnishing, placing and maintaining all support, shoring and sheet piling which may be required for the protection of site personnel and adjacent existing improvements.

B. Maintain all bench marks, monuments and other reference points furnished by others and replace any that are disturbed or destroyed during the course of the work.

3.03 OVEREXCAVATION AND REMOVAL OF UNSUITABLE SOILS:

A. General: Excavations for utility pipe that are excavated into and bear on or near an unsuitable soil layer should be visually inspected and probed by the Geotechnical Engineer. For excavations and soil preparation under buildings, tanks and equipment pads, the Geotechnical Engineer shall visually inspect bearing soils and verify adequate separation by performing hand augers at each density test location. Where indicated by the Geotechnical Engineer, overexcavation and removal of unsuitable soils shall be mandatory. At a minimum, extent and conditions for soil removal shall be as follows:

1. All Utility Buildings, Structures, Paving Areas and Underground Piping:

   a. Where unsuitable material occurs at subgrade elevations within the limits of construction, the Contractor shall excavate such material (for the width of the excavation) down to suitable foundation material or to a depth of two feet whichever is less and backfill with suitable material obtained from grading operations, borrow or imported fill.

   b. Control of groundwater elevation is mandatory. Comply with Section 02240.

3.04 SLOPE RESTRICTIONS, SHORING & BRACING OF EXCAVATIONS:

A. Excavations exceeding 5 feet in depth shall comply with the Trench Safety Act (F.S. 553.60-64).

B. Excavation walls adjacent to existing structures and pavements, such that foundations or bearing elements could be undermined, shall be laterally supported by sheet piles.

1. Contractor shall at his expense design and install sheet piles.

2. System shall use walers, tie-backs or deadman as necessary to prevent movement of soils under or adjacent to existing structures.

3. System shall be designed under the supervision of a Florida Registered Professional Engineer.

4. The use of jetting to install sheet piles is not allowed.

5. Upon completion of excavation activities all shoring & bracing materials shall be removed.

C. Excavations not adjacent to existing structures may be open cut.

1. Excavation walls greater than 5 feet in depth shall not exceed 2:1 (H:V).

2. Limits of excavation shall not advance beyond the property or right-of-way line.

3. Slopes shall be protected from erosion.
   a. Construct a perimeter berm redirecting stormwater.
   b. Apply an impervious sheeting covering slopes during rain events as necessary.

4. Excavation slopes shall be terraced every 5 feet vertically with a 4 foot wide continuous terrace. A shallow drainage ditch, 8-inches deep, shall be cut at the toe of each slope to collect stormwater.

5. In lieu of 2:1 (H:V) sideslopes the Contractor may utilize a steel trench box and ladder designed for the purpose of protecting workers in steep wall excavations.

D. See Section 02240 for groundwater control requirements.

E. All utilities exposed by the excavation shall be supported or redirected as required to remain in service.

3.05 FILL PLACEMENT:

A. All fill material, whether from on-site or imported material, must be approved by the Geotechnical Engineer, hired and compensated by the Contractor, prior to placing it on the site.

B. Backfill Placement:

1. Within 50 feet of existing structures:

a. Compact soils with light (2,000 pounds or less) walk behind vibratory rollers or sleds.
b. Heavy (2 tons or greater) vibratory equipment shall not be allowed.
c. Place loose lifts not exceeding 6 inches.

2. With 24" or less separation between compaction surface and groundwater table:
   a. Place loose lifts not exceeding 6 inches in depth.
   b. Compact each lift using non-vibratory equipment.

3. With greater than 24" separation between compaction surface and groundwater table:
   a. Place loose lifts not exceeding 12 inches in depth.
   b. Compact each lift using vibratory equipment.

4. Regardless of compaction achieved all lifts shall receive a minimum of 8 passes of the compaction equipment. Provide an equal number of passes in directions perpendicular to each other.

C. Compact each lift with 3 to 4 ton static weight roller until the following % of the maximum dry density (per modified proctor max. dry density, ASTM D 1557) is obtained.

1.	Foundations, Slabs & Equipment Pads	95%
2.	Paving Areas, Utility Trenches & Structures	98%
3.	Landscaping	90%
4.	All Other Areas	85%

Recompact areas which fail to meet the compaction requirements until passing results are achieved.

D. Compaction of utility trenches may be accomplished with a small walk behind jumping jack, until sufficient fill is in place to allow larger equipment to safely operate.

E. Fill shall be moisture conditioned within 2 percent of optimum moisture content, based on ASTM D-1557.

F. After completion of compaction activities, proofroll each lift with a heavy, pneumatic tired vehicle such as a fully loaded dump truck.

1. Remove and replace soft soils.
2. Recompact and retest area.
3. Proofrolling shall consist of (2) two complete passes of the vehicle.

3.06 LAYOUT AND ESTABLISHMENT OF GRADES:

A. Provide all layout and establish grades as needed for the proper execution of the work.

B. Base all layout on benchmark and lot lines provided.

3.07 GRADING AND RESHAPING SITE:

A. Cut, fill, backfill, and rough grade as necessary to bring entire site level with elevations of undersides of concrete slabs, walks, paving and finished landscaping as indicated on Drawings or in Specifications.

B. Grade areas to receive future topsoil to allow for such material. Leave finished surfaces and surfaces to receive paving smooth, compacted and free from irregular surface drainage.

1. For areas receiving top soil set rough grades 4" below finish grades.
2. For areas receiving sod set finish grades 1" below final grade.
3. For areas receiving seed set grades at finish grades.

C. Unless otherwise noted, surfaces shall not vary from the established grades more than the following:

1.	Finished Surfaces	0.05 feet
2.	Areas Under Paving	0.05 feet
3.	Swale/Pond Top of Bank	0.10 feet
4.	Swale Flowline	0.10 feet
5.	All Other	0.15 feet

D. Where elevations are indicated on the Drawings obtain such finish elevations and establish uniform slopes of finish grades between indicated elevations.

E. Where elevations are not indicated, establish and obtain uniform slope from finished spot elevations at the exterior face of the building/structure out to the nearest indicated elevations for finished grades as shown on the Drawings.

F. The Contractor shall provide suitable fill as necessary to achieve all proposed grades.

G. Unless otherwise noted swales shall be graded with a minimum slope of 0.0025 ft/ft in the direction of flow.

H. Offsite swales receiving discharge from project site shall be regraded to drain as necessary.

3.08 SPREADING TOPSOIL:

A. Transport topsoil from the stockpile on the site and spread uniformly on all disturbed areas that are to receive topsoil. Remove any clay, stones larger than 3/4 inch in diameter, weeds, roots, rubbish and all other foreign matter from the topsoil.

B. Upon completion of the work, any surplus topsoil shall be removed from the project site and disposed of by the Contractor, unless otherwise directed by the Owner.

C. Any deficit in top soil shall be made up by the Contractor with an approved soil.

D. Unless otherwise noted on the Drawings restored topsoil shall be a minimum of 3" deep.

3.09 REPAIR/RESTORATION:

A. Repair damage to other portions of the Work resulting from work of this Section at no additional cost to Owner. On new work, arrange for damage to be repaired by original installer.

B. Disturbed areas shall be sodded or seeded and mulched as described on the Drawings or elsewhere in these Specifications.

3.10 CLEAN UP:

A. Minimize the transmission of dirt or debris by equipment or personnel to any property, public or private, outside the project Site. Immediately remove any such debris or dirt transmitted.

B. Any excess materials left over at the conclusion of construction activities shall become the property of the Contractor and shall be disposed of legally at his expense.

C. All streets, sidewalks and paved driveways adjacent to or within the construction limits shall be swept clean of debris.

END OF SECTION

SECTION 02370

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS: The General Provisions of the contract, including the General Conditions, Supplementary Conditions and Special Conditions, along with the General Requirements, apply to the work specified in this Section.

1.02 SUMMARY:

A. Includes But Not Limited To: Provide, install, maintain, and remove erosion and sedimentation controls as described in Contract Documents and as required by Contractors Pollution Prevention Plan.

B. Related Sections:

1. Section 02240 - Dewatering

2. Section 02300 - Earthwork

1.03 REFERENCES:

A. Florida Department of Transportation (Latest Editions):

1. Standard Specification for Road & Bridge Construction.

2. Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.

B. Florida Department of Environmental Protection:

1. Rule 62-621 Generic Permits

C. Environmental Protection Agency (EPA)

1. National Manual of Stormwater Best Management Practices.

1.04 QUALITY ASSURANCE: Contractor shall be certified by the Florida Department of Environmental Protection as an Erosion and Sedimentation Control Professional.

1.05 SUBMITTALS:

A. Provide copy of application and stormwater pollution prevention plan as submitted to Florida Department of Environmental Protection as required by 02370 (3.02)A.

B. Provide a copy of Notice of Termination (NOT) of coverage under FDEP Generic Permit for Large and Small Construction Activities.

C. Name of Certified FDEP Professional and a copy of the page of the permit application identifying the FDEP individual and their contact information.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Filter Fabric: Florida Department of Transportation Class D-3 material.

B. Sand Cement Bags:

1. Portland Cement: ASTM C-150 Type I/II material.

2. Fine Aggregate: Clean silica sand or other inert natural material of similar characteristics.

   a. 97% material passing No.4 sieve

   b. 20% material passing No.100 sieve

   c. 5% material passing No. 200 sieve

3. Sacks: Provide sacks of uniform size made of jute, cotton or scrim reinforced paper capable of holding the sand cement mixture without leakage. Sacks shall provide a finished unit approximately 12x18x6 inches in measurement. Material shall be permeable and absorptive enough to permit passage of water to provide for hydration of cement. Materials shall be biodegradable and contain no asphalt, oil or plastic lamination.

C. Rubble:

1. Provide clean, hard, durable rubble free of pollutants consisting of broken stone, concrete or masonry. Material shall be free of reinforcing wire or steel rebar.

2. Material shall have a minimum nominal dimension of 3 inches for any given piece of rubble.

D. Fiber Rolls:

1. Tube shaped rolls of straw, flax, rice, coconut fiber, or compost.

2. Rolls shall be wrapped with UV degradable polypropylene netting or biodegradable netting.

E. Silt Fence:

1. Florida Department of Transportation Type III silt fence meeting all requirements of FDOT Index 103.

F. Seed for Temporary Erosion Control:

1. Winter Months (October to March): Annual Rye Grass

2. Summer Months (April to September): Millet Grass

G. Water: Clean and potable.

PART 3 - EXECUTION

3.01 PERFORMANCE:

A. General:

1. Provide and maintain temporary erosion and sedimentation control measures from time site is disturbed to time permanent controls, paving, landscaping, and site restoration measures are able to perform erosion and sedimentation control functions.

2. Clean-out, repair, and maintain control structures as necessary to enable them to perform properly.

3. Prevent pollution of streams, water impoundments, and channels leading to them with chemicals, fuels, lubricants, bitumens, raw sewage, and other harmful waste.

B. Sediment Barriers/Silt Fence:

1. Place fence as shown on Drawings and as necessary to maintain regulatory compliance with Contractor's Pollution Prevention Plan.

2. As a minimum, Silt Fence shall be installed along all downstream project property lines and between any construction activity and all waterways, water bodies, sewer inlets and wetlands.

C. Fiber Rolls:

1. Place rolls as shown on Drawings and as necessary to maintain regulatory compliance with Contractor's Pollution Prevention Plan.

D. Seed or Sod:

1. All areas disturbed by construction, and to remain unpaved or outside the building envelope, shall be stabilized by permanent seed and mulch or sod, as described elsewhere in the contract documents. Refer to Section 02921 for permanent grassing requirements.

2. Areas that will be regraded or otherwise disturbed later during construction may be seeded with a temporary seed mix to obtain temporary erosion control.

E. Sand-Cement Bag Rip Rap:

1. Proportion sand and cement in the ratio of 5 cubic feet of sand to 94 lbs of cement.

2. Fill sacks to uniform size. Keep at least 6 inches of the sacks unfilled to allow for tying and closure.

3. Place sacks as shown on the drawings. Place sacks in a running bond type pattern. Align sacks/bags so that continuous joints are perpendicular to the primary flow and staggered joints are parallel to the primary flow.

4. Stake alternating bags in place with an 18" length of #3 rebar centered in bag. Set top of bar 1" below surface of bag.

5. After placement saturate bags with water.

F. Rubble:

1. Place rubble as required by drawings or specifications.

2. Dump rubble in place so as to provide a minimum depth of 18 inches.

3. Ensure that rubble does not segregate so that smaller pieces evenly fill the voids between the larger pieces.

3.02 REGULATORY REQUIREMENTS:

A. Florida Department of Environmental Protection (FDEP) - NPDES Program.

1. Contractor shall notify Florida Department of Environmental Protection of proposed construction and file Notice of Intent (NOI) to use Generic Permit for Stormwater Discharge from Large and Small Construction Activities with Florida Department of Environmental Protection.

2. Contractor shall be responsible for application fee and preparation of all attachments. Attachments shall include a Pollution Prevention Plan.

   a. The minimum requirements for pollution prevention are described on the contract drawings and in these specifications.

   b. The Contractor may use the pollution controls presented in these documents as the basis for his Pollution Prevention Plan.

   c. The Contractor shall supplement the contract drawings and specifications as necessary to satisfy the Contractor's permit application and the Contractor's means and methods of construction.

3. It shall be the Contractor's responsibility to familiarize himself with the permit conditions and maintain the site in a condition that will be compliant with the permit.

4. Any testing or other requirements required by the governing agency to remain compliant or in response to a non-compliance event shall be the financial and material burden of the Contractor.

5. Contractor shall notify FDEP of conclusion of project and submit a notice of termination (NOT) coverage.

3.03 DUST CONTROL:

A. Contractor shall make every effort to limit the transport of windborne dust and particulates from the disturbed site.

B. Soil erosion due to wind shall be controlled with the application of water to dampen soil.

3.04 REPAIR AND RESTORATION:

A. If any seed is washed out before germination, repair damage, refertilize and reseed.

B. Maintain silt fence in a functional condition. Repair any damage immediately. Implement a routine maintenance schedule for all erosion schedule. All erosion control features shall be inspected immediately following all storm events.

3.05 CLEANING:

A. Remove temporary controls and accumulated sediments when permanent facilities are able to perform function and when approved by Engineer.

B. Remove accumulations of silt and other erosion products from all permanent facilities.

END OF SECTION

SECTION 02590

UNDERGROUND FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION: Work under this Section consists of furnishing all tools, equipment, and labor as described herein.

1.02 SUBMITTALS:

A. Submit sketches of all conflicts and proposed resolution of conflicts.

B. Record Drawings shall depict all Underground Facilities encountered in the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Location of Underground Facilities:

1. Underground Facilities are underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any other encasements containing such facilities, including those which convey electricity, gases, compressed air, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

2. Prior to excavation, the Contractor shall conduct an investigation into the location of all Underground Facilities. The objective of this investigation is to determine the locations of Underground Facilities in advance of actual construction in order to resolve ahead of time conflicts with the proposed work. Underground Facilities that are shown or indicated are based on limited information. The locations shown or indicated are only approximate and it is probable that there are Underground Facilities that are not shown or indicated.

3. The Contractor shall, by means of standard geophysical prospecting techniques, designate (to indicate by marking) the presence and

approximate depths of Underground Facilities along the routes of proposed construction. All Underground Facilities within twenty (20) feet of the proposed work shall be designated.

4. The Contractor shall locate Underground Facilities to obtain accurate horizontal and vertical positions and may utilize any methods or procedures he deems appropriate for locating, but not damaging, the Underground Facilities. These methods may include, but not be limited to, careful hand excavation, pot-holing, and the use of ground penetrating radar (GPR). All Underground Facilities shall be located, both those shown or indicated and those that are not shown or indicated. The Contractor shall have full responsibility for the safety and protection of all Underground Facilities and repairing any damage thereto resulting from the work.

5. If an Underground Facility is uncovered or revealed which constitutes an unforeseen obstruction, the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any work in connection therewith, give notice to the Engineer. The Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is needed in the Contract to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

END OF SECTION

SECTION 02600

PIPE WORK

1.01 DESCRIPTION OF WORK: The extent of work as specified under this section shall generally include, but not be limited to, the furnishing of all labor and materials required to install and test all piping, fittings, and accessories.

1.02 QUALITY ASSURANCE STANDARDS: The work under this Contract shall be in strict accordance with the following codes and standards.

A. American National Standards Institute, Inc. (ANSI).

1. For potable water service, all products shall be certified as suitable for contact with drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 61, Drinking Water Systems Components-Health Effects and with ANSI/NSF 372, Drinking Water System Components - Lead Content.

2. ANSI/AWWA C104, Cement-Mortar Lining for Ductile-Iron Pipe and Fittings.

3. ANSI/AWWA C110, Ductile-Iron and Gray-Iron Fittings.

4. ANSI/AWWA C111, Rubber Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

5. ANSI/AWWA C115, Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.

6. ANSI/AWWA C150, Thickness Design of Ductile-Iron Pipe.

7. ANSI/AWWA C151, Ductile-Iron Pipe, Centrifugally Cast.

8. AWWA C153, Ductile-Iron Compact Fittings.

9. AWWA C219, Bolted, Sleeve-Type Couplings for Plain End Pipe.

10. AWWA C600, Installation of Ductile-Iron Water Mains and Their Appurtenances.

11. AWWA C605, Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings.

12. AWWA C651, Disinfecting Water Mains.

13. AWWA C900, Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 in. through 12 in., for Water Transmission and Distribution.

14. AWWA C905, Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 in. Through 48 in., for Water Transmission and Distribution.

B. American Society for Testing and Materials (ASTM).

1. A53, Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

2. A120, Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Ordinary Uses.

3. A126, Gray Iron Castings for Valves, Flanges and Pipe Fittings.

4. D1785, Polyvinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80 and 120.

5. D2241, Polyvinyl Chloride (PVC) Plastic Pipe (SDR-PR).

6. D2321, Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.

7. D-2464, Threaded Polyvinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 80.

8. D2466, Socket Type Polyvinyl Chloride (PVC)Plastic Pipe Fittings, Schedule 40.

9. D2467, Socket Type Polyvinyl Chloride (PVC)Plastic Pipe and Fittings, Schedule 80.

10. D2564, Solvent Chemicals for Polyvinyl Chloride (PVC)Plastic Pipe and Fittings.

11. D2855, Making Solvent Cemented Joints with Polyvinyl Chloride (PVC) Pipe and Fittings.

12. D3034, Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

13. D3212, Joints for Drain and Sewer Pipes using Flexible Elastomeric Seals.

14. ASTM D2846, Chlorinated Poly (Vinyl Chloride)(CPVC) Plastic Hot- and Cold-Water Distribution Systems.

15. ASTM F402, Practice for Safe Handling of Solvent Cements, Primers and Cleaners Used for Joining Thermoplastics Pipe and Fittings.

16. ASTM F437, Specification for Threaded Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80.

17. F439, Socket Type Chlorinated Polyvinyl Chloride (CPVC) Plastic Pipe Fittings, Schedule 80.

18. F441, Chlorinated, Poly (Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80.

19. ASTM F493, Specification for Solvent Cements for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe and Fittings.

20. ASTM F656, Specification for Primers for Use in Solvent Cement joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.

C. Manufacturer's name and model numbers are listed to establish a standard of quality.

1.03 SUBMITTALS:

A. Catalog data, brochures and descriptive literature.

B. For specialty items, the Contractor shall submit detailed shop drawings that contain the following:

1. Manufacturer's certification of materials' conformance to specifications.

2. Manufacturer's literature, catalog data and installation instructions.

C. Submit hydrostatic test reports.

D. Pipe Supports: Catalog data.

1.04 PRODUCT DELIVERY AND HANDLING:

A. Exercise care to prevent damage of product during loading, transporting, unloading and storage.

B. Do not drop pipe or fittings.

C. Do not store directly on ground and assure that materials are kept clean. Comply with Section 4.3 of AWWA C651.

PART 2 - PRODUCTS

2.01 PIPE:

A. General: Pipe shall be furnished free from defects impairing strength and durability and should be of best commercial quality for purpose specified. Structural properties shall be sufficient to safely sustain or withstand strains to which it is normally subjected.

B. Pipe Materials:

1. Ductile Iron (D.I.):

a. AWWA C115 with solid, ductile iron flanges.

C. Pipe Joints:

1. Ductile Iron:

a. Flanged: Nuts, bolts and gaskets shall comply with Appendix A of AWWA C115. Bolts shall have hex heads and heavy hex nuts. Gaskets shall be full face and shall be viton or equal for a service temperature of 300°F.

D. Linings and Coatings:

1. Ductile Iron Pipe and Fittings:

a. Interior Lining: Cement-mortar lining, ANSI/AWWA C104, without seal coat.

b. Outside Coating: Pipe that will be above ground or otherwise exposed to view shall not have asphaltic coating.

E. Pipe Fittings:

1. Ductile Iron 4 in. and Larger:

a. ANSI/AWWA C110, ductile iron.

2.02 ACCESSORIES:

A. Flanged Coupling Adapters: AWWA C219, Cast Iron, ASTM A126, Class B or ductile iron to ASTM A536. Flanges to match ASTM B16.1, Class125 /150 bolt pattern. Flanged coupling adaptors shall be rated for 150 psi and have stainless steel bolting. Gaskets shall be viton or equal rated for a service temperature of 300°F. Flange adapters may be used in lieu of AWWA C115 threaded-on flanges. Flanged coupling adapters shall be JCM 301 or equal.

B. Pipe Couplings, Unrestrained:

Couplings, whether straight or transition type, shall comply with AWWA C219. Center sleeves and end rings shall be ductile or malleable iron; bolting shall be ASTM A242. Couplings shall be rated for a working pressure of 150 psig and have an AWWA C550 coating. Couplings shall be Ford Meter Box Style FC2A, Style FC2W, Style FC2W-12" long or equal.

C. Pipe Couplings, Restrained, 12-Inches and Smaller:

Couplings shall comply with AWWA C219 with ductile iron sleeves and end rings. Restraint mechanisms shall consist of individually actuated gripping surfaces with torque limiting twist off nuts. Couplings shall have an AWWA C550 coating and shall be Ebba Iron Series RS3800 or equal.

PART 3 - EXECUTION

3.01 INSPECTION:

A. Examine area to receive pipe for defects that adversely affect execution of work or cause deviation beyond allowable tolerances for piping clearances.

B. Carefully examine each section of pipe before installation. Do not use defective or damaged pipe. Remove such pipe from project site immediately.

3.02 PREPARATION:

A. Provide proper facilities for handling all pipe and fittings.

B. Thoroughly clean inside of pipe of all foreign matter. Comply with Section 4.3 of AWWA C651.

3.03 INSTALLATION:

A. Exposed Piping:

1. General:

a. Present neat and orderly appearance with completed installation.

b. Install parallel, or at right angles, to all walls, or other building surfaces, where possible, unless indicated otherwise.

c. Space for easy removal and maintenance.

2. Vertical Piping shall be supported at sufficiently close intervals to keep pipe in alignment and to support weight of pipe and its contents.

3. Horizontal Piping shall be supported at sufficiently close intervals to prevent sagging, and provide thrust restraint. Install supports at ends of runs or branches and at each change of direction or alignment.

4. For flanged joints, flange faces shall be aligned and shall bear uniformly on the gasket. Tighten bolts to the required torque, alternating from one side to the other, in several steps.

3.04 FIELD QUALITY CONTROL:

A. Inspection

1. Visually inspect all pipe and fittings for faults or defects.

2. Correct all deviations or omissions from the Drawings and Specifications.

3. Remove defective pipe or fittings and replace with sound materials.

B. Tests:

1. General:

a. Perform all tests in presence of Engineer and/or Owner.

b. Repair all leaks noted.

c. Retest until test requirements are met.

END OF SECTION

SECTION 02921

GRASSING, SEEDING AND SODDING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS: The General Provisions of the Contract, including the General Conditions, Supplementary Conditions and Special Conditions (if any), along with the General Requirements, apply to the work specified in this Section.

1.02 SCOPE: The work specified in this Section consists of the establishing of a stand of grass within the areas disturbed by construction, or otherwise described on the drawings, and maintaining such areas until completion and final acceptance of the project. The methods specified herein are grassing by seeding and grassing by sodding.

1.03 JOB CONDITIONS:

A. Sodding: It is the intent of this section that all areas disturbed by construction and to remain unimproved by hardscape shall be stabilized with sod.

B. Seeding: Seeding shall be required by the Engineer for temporary erosion control at his discretion.

1.04 SUBMITTALS:

A. Seed Mix: Manufacturer's warranted analysis for percentages of mixture, purity and germination.

B. Sod: State certification of origin and health of sod. Sod Supplier's recommended fertilizer application rates.

C. Soil Test Results and soil amendment recommendations.

D. Fertilizer: Manufacturer's literature and data describing NPK ratio and recommended application rates.

E. Pre-emergent Herbicide: Manufacturer's literature and data describing proposed chemical and compatibility with grassing products.

1.05 QUALITY CONTROL:

A. All work in this section shall be in accordance with Section 570-1 through 570-4 of the FDOT Standard Specifications (Latest Edition) for Road and Bridge Construction, except as modified herein.

B. All grassing operations shall provide a thick and vibrant covering of disturbed areas by final completion of the work. The requirement for adequate growth and coverage shall not be waived due to seasonal influences.

C. The Contractor shall be responsible for scheduling the work to ensure grass has adequate time to take hold and to adjust mixes (with Engineer's approval) to meet the quality assurance standards required by this Section.

D. Soil samples shall be taken and analyzed by a local extension office for pH, lime requirements and available nutrients (P, K, Ca, Mg).

PART 2 - PRODUCTS

2.01 FERTILIZER:

A. For bidding purposes, the fertilizer shall be considered 6-15-15 which has a chemical analysis as follows:

Total nitrogen:	not less than 6%
Available phosphoric acid:	not less than 15%
Water-soluble potash:	not less than 15%

B. All fertilizer shall comply with state and local laws and regulations and shall be fully labeled at the time of delivery to the job site.

C. Final fertilization chemical analysis, lime and pH adjustment shall be dependant on the results of the Soil Analysis.

2.02 SEED MIXTURE:

A. Unless other types of seed are called for, seed shall be a mixture of twenty (20) parts of hulled Millet seed and eighty (80) parts of Bermuda seed thoroughly dry mixed immediately before sowing.

B. Seed germination rates shall be as follows:

1. Argentine Bahia Grass Seed shall have a minimum pure seed content of 95 percent with a minimum germination of 90 percent.

2. Pensacola Bahia Grass Seed shall have a minimum pure seed content of 95 percent with a minimum active germination of 40 percent and a total germination of 80 percent including firm seed.

3. Bermuda Grass Seed shall be of common variety with a minimum pure seed content of 95 percent with a minimum germination of 85 percent.

4. Annual Type Rye Grass Seed shall have a minimum pure seed content of 95 percent with a minimum germination of 90 percent.

C. Seed which has become wet or moldy shall not be used.

D. During the period from October 15 to February 15, rye grass seed shall be added and thoroughly dry mixed with the regular mixture at the rate of twenty (20) pounds rye seed per one hundred (100) pounds of regular seed mixture.

2.03 MULCH: The mulch shall consist of Milet, Rye, or Bahia straw. Other types of mulch may be used only when approved by the Engineer.

2.04 SOD:

A. Types:

1. Generally, sod shall be Common Bermuda Grass in all typical applications and in non-maintained areas.

B. The sod shall be taken up in commercial-size rectangles, preferably 12 x 24 inches or larger, or continuous rolls. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be green, live, fresh, and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The source of the sod may be inspected and approved by the Engineer prior to being cut for use in the work. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

C. Approved devices, such as sod cutters, shall be used for cutting the sod and due care shall be exercised to retain the native root soil intact.

2.05 HYDROMULCH SEED: At the Contractor's option, Hydromulch Seed may be substituted for Seed and Mulch where required by Contract.

A. State-approved of the latest season's crop delivered in original sealed packages bearing the producer's guaranteed analysis for percentages of

mixtures, purity, germination, weedseed content, and inert material. Label in conformance with all applicable state seed laws. Wet, moldy, or otherwise damaged seed will be rejected. Field mixes will be acceptable when mix is performed on site in the presence of the Owners Representative.

B. Composition: Proportion seed mixtures by weight as specified by Seed Manufacturer. Mixture shall be a combination of rye, millet and Common Bermuda.

2.06 WATER: The water shall be free of excess and harmful chemicals, acids, and alkalies or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used. The Contractor shall make all arrangements for obtaining and transporting water to the job site. All grassing shall be watered until grass is well established at the Contractor's expense.

2.07 PRE-EMERGENT HERBICIDE:

A. Selective type pre-emergence control chemical suitable for use under the proposed grass or landscaped surface.

B. Application personnel shall be certified in the State of Florida for application of agricultural chemicals.

PART 3 - EXECUTION

3.01 SCHEDULE: Grass shall be in place by Substantial Completion of the project.

3.02 PREPARATION OF GROUND:

A. Final grading and cleaning shall be completed prior to preparation of ground for grassing. Sod installer is not responsible for final grades, but shall not lay sod on soil that has not been properly prepared or is obviously damaged by erosion or heavy equipment, etc.

B. The areas to be grassed shall be scarified or loosened to a depth of at least six (6) inches.

C. All areas shall be smooth and free of large clods, roots and other materials which may interfere with the work or future mowing and maintenance operations.

D. No subsequent operations shall be commenced until the Engineer, or designated representative, has approved the condition of prepared areas.

E. Fertilizer, pH and lime adjustments shall be spread and mixed in accordance with these specifications and the grass supplier's recommendations.

F. Sod shall not be laid on soil too hot to receive new grass. If in question the Contractor shall lightly water the exposed soil and keep soil damp until sod is laid.

3.03 APPLICATION:

A. Fertilizer and soil amendments:

1. As a minimum, Commercial fertilizer shall be spread uniformly over the area to be grassed at the rate of twenty (20) pounds per one thousand (1000) square feet or as recommended by the Grassing Supplier. No additional payment shall be made to achieve grass supplier's recommended fertilizer spread rate.

2. Soil amendments shall include Lime and pH adjustments. Contractor shall apply amendments in accordance with the Soil Analysis.

3. Immediately after the fertilizer and other soil amendment are spread, it shall be raked in and thoroughly mixed with the soil to a depth of approximately two (2) inches.

4. Refertilize approximately sixty (60) calendar days after initial application if project has not been accepted prior to this time.

B. Seeding: Where required, Seeding shall be done immediately after fertilizing, while the soil is still loose and moist. The seed shall be scattered uniformly over the area to be grassed by a mechanical hand spreader or other approved type of spreader.

1. Mechanical Spreader:

a. Sow ½ seed in one direction and sow remainder at right angles to the first sowing.

b. Seeded areas shall be harrowed, raked, or otherwise worked to ensure seed is covered by soil.

c. After seeding firm entire area with appropriate rolling equipment or cultipacker.

2. Hydroseeding: Seed and slow release fertilizer shall be mixed with mulching medium and water to produce a homogenous slurry. Application shall be in accordance with manufacturer's mix requirements.

C. Mulch:

1. Immediately after completion of mechanical seeding, dry mulch shall be uniformly applied over the seeded area approximately one inch (1"), loose thickness.

2. The mulch shall then be cut uniformly into the soil so as to produce a loose mulched thickness of two inches (2") and rolled with a cultipacker, traffic roller or other suitable equipment.

3. After seeding and mulching is completed, the entire area shall be watered so as to provide optimum growth conditions for establishment of the grass.

D. Placement of Sod:

1. Sod shall be laid immediately after the application of the fertilizer.

2. Sodding shall be incorporated into the project at the earliest practical time in the life of the Contract, but no later than project Substantial Completion.

3. No sod which has been cut for more than seventy-two (72) hours shall be used unless specifically authorized by the Engineer, or his representative, after his careful inspection thereof.

4. Any sod which is not planted within twenty-four (24) hours after cutting shall be stacked in an approved manner and maintained properly moistened.

5. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

6. The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by rolling with approved roller.

7. 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 (6"). 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 featheredge effect.

8. 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. Any pieces of sod

which, after placing, show an appearance of extreme dryness, shall be removed from the work.

9. Ponds shall be stabilized with sod as follows:

   a. Dry Retention Pond
      1) All banks
      2) Ten feet beyond top of bank
      3) Pond bottom

   b. Wet Detention Pond
      1) All pond banks to water elevation at time of sod placement.
      2) Ten feet beyond top of bank

10. All swales shall be sodded top of bank to top of bank.

E. Watering of Grassed Areas: The grassed areas shall be watered for the duration of the Contract so as to provide optimum growth conditions for the establishment of the grass. The water used shall be obtained at the Contractor's expense.

F. All areas of sod installation shall be rolled to remove bumps and ruts. The tolerance for acceptance of finished surfaces shall be as described in Section 02300, Earthwork.

3.04 MAINTENANCE OF GRASSED AREAS:

A. The Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until Final Acceptance of the Project. Such maintenance shall include:

   1. Watering and mowing of all grassed areas.

   2. Filling, leveling, grading, repairing and regrassing of any washed or eroded areas, as may be necessary.

   3. Refertilization of areas maintained more than 60 days beyond installation.

3.05 ACCEPTANCE:

A. All turf must be established upon final acceptance of the work. Established shall mean:

   1. Grass is rooted (leaves break before plant separates from soil).
   2. No bare spots greater than 1 SF.

3. No deformation of grass due to Contractor equipment.
4. No obviously diseased, infested, or dead zones.
5. No exposed sod netting.
6. No noxious weeds.

B. Areas in which the establishment of the grass is not achieved, due to disease, infestations, bare spots or dead zones, shall be removed and replaced. All other areas shall be repaired in place prior to final payment.

C. If a planted area must be replanted, replacement shall be at the Contractor's expense.

3.06 CLEANUP: All excess materials associated with this activity shall be removed from the site. Site shall be left in a neat and tidy condition, free from trash and debris.

END OF SECTION

SECTION 03060

CONCRETE REPAIRS

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Work shall consist of:

1. Removing the deteriorated concrete as shown and described in the Drawings, including saw cutting the perimeter of the repair area; and

2. Preparing the surface of the concrete for the repair, including abrasive cleaning, cleaning of existing reinforcement, and applying bonding agent to the surface; and

3. Supplying materials and the mixing and placing of concrete repair mortar or concrete as shown and described on the Drawings and in this Specification including vibrating, finishing and curing; and

4. Supplying, fabricating, constructing, maintaining and removing temporary works, including falsework and formwork; and

5. The quality control (QC) testing of all materials.

1.02 REFERENCES AND RELATED SPECIFICATIONS

A. All reference standards and related specifications shall be current issue or the latest revision at the date of solicitation of Bids.

B. References:

1. ACI 546R Concrete Repair Guide

2. ACI 210R, Erosion of Concrete in Hydraulic Structures

3. ACI 318, Building Code Requirements For Structural Concrete

4. ACI 117, Standard Tolerances for Concrete Construction and Materials

5. ACI 305, Hot Weather Concreting

6. ACI 301, Cold Weather Concreting

7. ACI 350 Environmental Concrete Structures

1.03 SUBMITTALS:

A. The Contractor shall submit the following to the Engineer, for approval, prior to the Contractor proceeding with the work.

1. Shop Drawings and proposed procedures.

2. Product data sheets and installation procedures for proposed concrete repair mortar(s), reinforcing materials, fasteners and bonding agents.

3. Detailed design notes, calculations and Shop Drawings for any temporary shoring, including formwork.

PART 2 - PRODUCTS

2.01 REINFORCING MATERIALS:

A. Reinforcing Bars: ASTM A615, Grade 60

B. Stainless Steel Mesh: T-304 stainless steel, 0.105" wire diameter, 1" mesh with plain weave.

2.02 CONCRETE MATERIALS:

A. High Strength Non-Shrink Grout: ASTM C1107; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.

1. Minimum Compressive Strength @ 24 hours: 2,000 psi

2. Minimum Compressive Strength @ 28 days: 6,000 psi

B. Vertical and Overhead Repair Mortars: Trowel applied, high strength, shrinkage compensated cement base mortar.

Approved products:

1. SikaQuick VOH

2. Approved equal

C. Horizontal Repair Mortars: Trowel applied, high strength, cement base mortar.

Approved products:

1. SikaQuick 1000

2. Approved equal.

D. Extending Aggregate: 3/8" diameter, non-reactive, pea gravel and as specified by mortar/grout manufacturer.

2.03 FASTENERS: Powder actuated, 0.145" shank diameter, 316 stainless steel pins with 1" metal washer. 1.5" minimum length, 1" embedment. Use low velocity shot.

2.04 BONDING AGENT: Sika Armatec 110 EpoCem or as required/recommended by grout and mortar manufacturer. This product may also be used to prime reinforcing steel in accordance with mortar repair manufacturer requirements.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION:

A. Prior to any concrete repairs, the Contractor shall remove all dust, dirt, water and debris from the surface of the concrete in accordance with repair product manufacturers recommendations and requirements. See also Section 09920 (Influent Structure Channel Coating) for additional surface preparation requirements.

B. The Contractor shall supply and erect appropriate protection barriers/shrouding or other approved means as required to protect all personnel, equipment, and existing improvements.

3.02 CONCRETE REMOVAL:

A. All areas of unsound concrete to be repaired will be marked by the Contractor once he has cleaned the existing surface for the Owner/Engineer's review prior to proceeding.

B. The Contractor shall saw cut the outer perimeter of the repair areas. Feathered edges will not be acceptable.

C. The Contractor shall take care to ensure that the existing reinforcing steel are not damaged during saw cutting.

D. Any damage caused by the Contractor to any portion of the structure not intended for repair shall be repaired by the Contractor, at the Contractor's expense, to the satisfaction of the Engineer and Owner.

E. The Contractor shall remove all areas of unsound concrete by chipping or other approved methods. The Contractor shall exercise caution and take care not to damage any existing reinforcing steel intended to remain in place.

3.03 TYPES OF REPAIRS:

A. **Type A Repair:** Partial Depth Repair - up to 0.5"
Repairs up to 0.5" in depth shall be cleaned and unsound concrete removed. No cementitious repair shall occur. Instead coating manufacturer shall increase coating thickness to maintain channel flowline.

B. **Type B Repair:** Partial Depth Repair - 0.5" to 3.0"
Repairs shall be defined as removal of unsound concrete to a depth of 3.0" or the top/face of the reinforcing steel, whichever is shallower. A cementitious repair shall be installed as described on the Drawings.

C. **Type C Repair:** Full Depth Repair - Greater than 3.0" without Reinforcement Rehabilitation.
Where unsound concrete extends beyond the reinforcing steel, the Contractor shall continue to remove all further concrete within the repair area until sound material is encountered. All existing reinforcing steel shall be cleaned back to near white metal to remove any scale or corrosion prior to being assessed for deterioration. Where the steel is sound, a cementitious repair shall be applied in accordance with the Drawings.

D. **Type D Repair:** Full Depth Repair - Greater than 3.0" with Reinforcement Rehabilitation
Where unsound concrete extends beyond the reinforcing steel, the Contractor shall continue to remove all further concrete within the repair area until sound material is encountered. All existing reinforcing steel shall be cleaned back to near white metal to remove any scale or corrosion prior to being assessed for deterioration. Reinforcing steel shall be replaced in accordance with Section 3.04, and a cementitious repair shall be applied in accordance with the Drawings.

E. All repair areas shall be neatly formed to restore the original geometry of the concrete structure (channel, slab, wall, slab, etc.).

3.04 REINFORCING STEEL:

A. The Contractor shall supply and place additional reinforcing steel as shown when the existing reinforcing steel has a section loss of 25% or greater.

B. The reinforcing steel shall be of the same type and size as the existing, and spliced with a minimum lap length of 30 bar diameters, but not less than 12".

C. Exposed reinforcing steel shall be sandblasted clean and maintained to a near white condition.

D. Exposed reinforcing steel shall be primed in accordance with cementitious repair product manufacturer requirements.

3.05 MATERIAL & BY-PRODUCTS: All resulting material and by-products from demolition operations shall be collected, loaded, hauled, and disposed of by the Contractor at an approved waste disposal facility.

3.06 SURFACE PREPARATION: Immediately prior to placing the repair mortar or concrete, the Contractor shall thoroughly clean the existing concrete surfaces and formed repair areas, and apply a low resistivity bonding agent or cement slurry as recommended by the repair mortar manufacturer or as directed by the Engineer.

3.07 REPAIR MORTAR/GROUT PLACEMENT AND FINISHING:

A. The concrete repair mortar/grout shall be handled, stored, mixed and applied in accordance with the manufacturer's instruction.

B. Immediately prior to placing the repair mortar, the Contractor shall thoroughly clean the existing concrete surfaces and formed repair areas, and apply bonding agent or cement slurry as recommended by the repair mortar manufacturer or as directed by the Engineer.

C. The Contractor shall place the repair mortar such that the existing profile and cross section are restored to their original dimensions.

D. If the existing or repair concrete surface is damaged in any way by construction operations, or if the concrete repair shows signs of distress or scaling prior to final acceptance, it shall be repaired or replaced by the Contractor at his own expense.

E. All repair areas shall be trowel finished to a level similar to the adjacent existing concrete surfaces.

3.08 CURING: Curing shall be in accordance with the manufacturer's instructions.

3.09 QUALITY CONTROL:

A. Concrete repair mortar that is not stored, handled, prepared, placed, or cured in accordance with the manufacturer's instructions will be rejected by the Engineer and his/her decision shall be considered final.

B. The Engineer reserves the right to require immediate removal of any concrete from rejected batches that may have already been placed in the structure.

C. Quality assurance testing will be carried out by the Contractor's testing agency and all associated costs will be paid for by the Contractor.

D. Refer to Section 03310 for testing requirements.

END OF SECTION

SECTION 03310

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK: The extent of concrete work required is as shown in the Drawings.

1.02 QUALITY ASSURANCE:

A. Codes and Standards:

1. Comply with the provisions of the following codes, specifications and standards, except where more stringent requirements are shown or specified.

   a. ACI 301 "Specifications for Structural Concrete for Buildings."

   b. ACI 304 "Guide for Measuring, Mixing, Transporting and Placing Concrete."

   c. ACI 305 "Hot Weather Concreting."

   d. ACI 306 "Cold Weather Concreting."

   e. ACI 308 "Standard Practice for Curing Concrete"

   f. ACI 311 "Guide for Concrete Inspections."

   g. ACI 318 "Building Code Requirements for Reinforced Concrete."

   h. ACI 347 "Guide to Formwork for Concrete."

   i. ACI 350R-01 "Code Requirements for Environmental Engineering Concrete Structures."

2. American Society for Testing and Materials (ASTM):

A82	Standard Specification for Steel Wire, Plain, for Concrete Reinforcement
A185	Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement

A615	Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
C33	Standard Specification for Concrete Aggregates
C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
C42	Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
C94	Standard Specification for Ready-Mixed Concrete
C143	Standard Test Method for Slump of Hydraulic Cement Concrete
C150	Standard Specification for Portland Cement
C171	Standard Specification for Sheet Materials for Curing Concrete
C172	Standard Specification for Sampling Freshly Mixed Concrete
C173	Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
C192	Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
C260	Standard Specification for Air-Entraining Admixtures for Concrete
C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
C330	Standard Specification for Lightweight Aggregates for Structural Concrete
C494	Standard Specification for Chemical Admixtures for Concrete
C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
C881	Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
C989	Standard Specification For Slag Cement For Use in Concrete and Mortars
C1107	Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink)
D1752	Standard Specification for Preformed Sponge Rubber Cork & Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
D4397	Standard Specification for Polyethylene Sheeting for Construction, Industrial and Agricultural Applications
D6690	Std. Specification For Joint and Crack Sealants, Hot Applied For Concrete and Asphalt Pavement.

3. American Welding Society (AWS):
   D1.4 Structural Welding Code - Reinforcing Steel

4. Concrete Reinforcing Steel Institute (CRSI):
   DA4 Manual of Standard Practice

5. Florida Department of Transportation, Standard Specifications for Road and Bridge Construction.

B. Workmanship:

1. The Contractor is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances and finishes. Correct deficient concrete as directed by the Engineer.

2. Test for Concrete Materials:

   a. Test aggregates by the method of sampling and testing of ASTM C33.

   b. For Portland Cement, sample the cement and determine the properties by the methods of tests as specified herein.

1.03 SUBMITTALS:

A. Submit written reports to the Engineer, Owner and Contractor for each material sampled and tested, prior to the start of work. Provide the project identification name and number, date of report, name of Contractor, name of concrete testing services, source of concrete aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material and test results. Indicated whether or not material is acceptable for intended use.

B. Certificates of material properties and compliance with specified requirements may be submitted in lieu of testing when acceptable to the Engineer. Certificates of compliance must be signed by the materials producer and the Contractor.

C. Manufacturer's Data, Concrete Work: Submit manufacturer's product data with application and installation instructions for propriety materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, chemical floor hardeners, dry-shake finish materials and others as requested by the Engineer.

D. Shop Drawings, Concrete Reinforcement: Submit shop drawings for fabrication, bending and placement of concrete reinforcement. Comply with

the ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangements of concrete reinforcement. Include special reinforcement required at openings through concrete structures.

E. Laboratory Test Reports, Concrete Work: Submit copies of laboratory test reports for concrete materials and mix design tests as specified.

PART 2 - PRODUCTS

2.01 REINFORCING MATERIALS:

A. Reinforcing Bar: ASTM A615 and as follows. Provide Grade 60 except where other shown for Rebar Nos. 3 to 18.

B. Steel Wire: ASTM A82, plain, cold-drawn steel.

C. Welded Wire Fabric: ASTM A185, welded steel wire fabric, flat sheets.

D. Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type support complying with CRSI recommendations unless otherwise indicated. Wood, brick and other devices will not be acceptable. For slabs-on-grade use supports with sand plates or horizontal runner where wetted base materials will not adequately support chair legs.

E. Splice Devices: Coupler type to develop 125% yield strength of bar.

2.02 CONCRETE MATERIALS:

A. Concrete: Air entrained ready mix concrete, ASTM C94.

B. Cement: ASTM C150, Type II.

C. Chemical Admixtures: Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.

1. Air Entraining: ASTM C260. Acceptable:

a. Sika AER, Sika Chemical Corporation;

b. Darex AEA, W.R. Grace & Company;

c. Sealtight Air Entraining Agent, W.R. Meadows, Inc.;

d. MB-VR, Master Builders, Co., or equal.

2. Retarder: ASTM C494, Type B. Acceptable:

a. Plastiment, Sika Chemical Corporation;

b. Daratard, W.R. Grace & Company;

c. Pozzolith-R, Master Builders Company or equal.

3. Water Reducing Agent: ASTM C494, Type A. Acceptable:

a. Plastocrete 160, Sika Chemical Corp.;

b. WRDA with Hycol, W.R. Grace & Company;

c. Pozzolith-N, Master Builders Co. or equal.

4. Waterproofing Agent:

a. Approved manufacturers: Aquafin, Inc.; ICS Penetron International.

b. Product shall be a mixture of fine treated silica sand and activating chemicals that will create a non-soluble crystalline structure within the pores and capillary tracts of the concrete rendering the concrete impermeable.

D. Aggregates: ASTM C33

1. Fine Aggregate: Fineness modulus, 2.10 to 2.50.

2. Coarse Aggregate: Size Number 57.

E. Water: Potable

F. Fly Ash: ASTM C618 Class C or F, LOI not to exceed 5 percent.

G. Calcined Pozzolan: ASTM C618, Class N.

H. Silica Fume: ASTM C1240.

I. Ground Granulated Blast Furnace Slag: ASTM C989

2.03 RELATED MATERIALS:

A. Expansion Joint Material:

1. Preformed, granulated cork, resin binder, ASTM D1752, Type II.

   a. Acceptable: Sealtight Cork, W.R. Meadows, Inc.; Tex Cork, J & P Petroleum Products, Inc.; Serviced Standard Cork, W.R. Grace & Co. or equal.

2. Preformed, closed cell PVC or polyurethane foam, Type IV.

   a. Acceptable: Rescor, W.R. Meadows, Inc.; Rodofoam, Grade 327, W.R. Grace & Co. or equal.

B. Waterstops: Natural or synthetic rubber polyvinyl, type and size indicated.

1. Acceptable: Vinylex PVC Waterstop, Vinylex Corporation; Efficiency Waterstop, Williams Products, Inc.; Vulco, Vulcan Metal Products, Inc. or equal.

C. Dovetail Anchor Slots: Zinc-coated sheet steel, 24 ga., 1-inch wide back by 1 inch deep with 5/8 inch throat. Removable or permanent foam filler.

1. Acceptable: No. 100, Heckmann Building Products, Inc.; F-17, The Dayton Sure-Grip & Shore Co.; No. 305, Hohmann and Barnard, Inc. or equal.

D. Joint Sealing Compound: Conform to Florida Department of Transportation Specifications, see Section 932 and ASTM D6690.

1. Non-Liquid Containing Concrete Structure: One part, non-sag silicone material; cold applied; weather and UV resistant. Sikasil 728 NS or approved equal.

2. Liquid Containing Concrete Structure:

   a. Potable Water Tanks: NSF Approved, 2 component, 100% solids, solvent free, high-modulus, structural epoxy paste adhesive providing a watertight seal - Sikadur 31 Hi-Mod gel or approved equal.

   b. Sewage Treatment Tanks: Water tight, permanently elastic, UV resistant joint sealing system consisting of hypalon sheeting and epoxy sealant. Sikadure Combiflex or approved equal.

E. Moisture Barrier:

1. Provide moisture barrier cover over prepared base material where shown on Drawings. Use only materials which are resistant to deterioration and decay from soil when tested in accordance with ASTM-D4397. Polyethylene sheet not less than 8 mils thick. Seams to overlap 1'-0" min. Turn polyethylene up 3" at penetrations and tape seal.

F. Moisture-Retaining Cover: One of the following, complying with ASTM-C171.

1. Waterproof paper,

2. Polyethylene film, and

3. Polyethylene-coated burlap.

G. Membrane-Forming Curing Compound: ASTM C309, Type 1, colored unless other type is acceptable to the Engineer.

H. Non-Shrink Grout: ASTM C1107; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.

1. Minimum Compressive Strength at 48 Hours: 2,400 psi.

2. Minimum Compressive Strength at 28 Days: 7,000 psi.

I. Flowable Fill: Non-excavatable per DOT Section 121.

2.04 PROPORTIONING AND DESIGN OF MIXES:

A. Prepare design mixes for each type and strength of concrete in accordance with applicable provisions of ASTM-C94. Use an independent testing facility acceptable to the Engineer for preparing and reporting proposed mix designs.

B. Submit written reports to the Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and approved by the Engineer.

C. Design mixes in compliance with ACI 211.1 recommendations to provide normal weight concrete with the following properties:

1. Slump:

a. Pile caps, foundations and slabs on grade: 3 inch + 1 inch.

b. All other, unless indicated otherwise: 4½ inch + 1 inch.

2. Air Content: 6 percent + 1 percent.

3. Mix Proportioning:

Class	Strength (*f*'c)	Current Content (Minimum)	Water/Cement Ratio (Maximum)
A	4,000 psi	565 lbs. (6 bags)	4-3/4 gals/bag

*Compressive strength of laboratory cured cylinder at 28 days.

4. Portland Cement content shall be not less than 50% of total cement content by weight.

D. Adjustment of Concrete Mixes: Mix design adjustments may be requested by the Contractor when characteristics of materials, job conditions, weather, test results or other circumstances warrant at no additional cost to the Owner. Laboratory test data for revised mix design and strength results must be submitted to and approved by the Engineer before using in the work.

E. Admixtures:

1. Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at the manufacturer's prescribed rate to result in concrete at the point of placement having air content within the following limits:

   a. Concrete structures and slabs exposed to freezing and thawing or subjected to hydraulic pressure.

      1) 4% for maximum 2" aggregate

      2) 5% for maximum 1" aggregate

      3) 6% for maximum 3/4" aggregate

      4) 7% for maximum ½" aggregate

   b. Other concrete: 2% to 4% air.

2. Retarder: At the option of the Contractor, all concrete unless temperature is expected to go below 45°F or average below 55°F during the 6 hours following placement of concrete.

3. Water Reducing Agent: All concrete when temperature is expected to go below 45°F or average 55°F during the 6 hours following placement of concrete.

4. Waterproofing Admixture: Include in all mix designs for liquid-containing structures. Follow manufacturers instructions for the approved product. Procedures may vary depending the type of batch plant supplying concrete to the project.

F. Fly Ash Content: Fly Ash shall not exceed 20% of total cementitious materials by weight.

G. Calcined Pozzolan Content: Calcined Pozzolan shall not exceed 10% of total cementitious materials by weight.

H. Ground Granulated Blast Furnace Slag: Not more than 10% of cementitious material by weight.

I. Silica Fume Content: Not more than 10% of cementitious material by weight.

J. Total of Fly Ash, Slag & Other Pozzolans shall not exceed 50% of cementitious materials by weight.

K. Chloride Content: Maximum allowable chloride content shall be 0.40 lb/yd^3.

2.05 CONCRETE MIXING:

A. Provide a batch ticket for each batch discharged and used in the work, indicating the project identification name and number, date, mix type, mix time, quantity and amount of water introduced.

B. Ready-Mix Concrete: Comply with the requirements of ASTM C94 and as herein specified.

C. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM-C94 may be required.

1. When the air temperature is between 85°F and 90°F, reduce the mixing and delivery time from 1½ hours to 75 minutes; and when the air temperature is above 90°F, reduce the mixing and delivery time to 60 minutes.

2. Placement of concrete from any truck shall be discontinued when fresh mix leaving the truck attains temperatures in excess of 90°F, using Type I Cement, 95°F using Type II Cement.

D. During cold weather, do not mix concrete when air temperature is below 45° and falling.

2.06 SCHEDULE:

Class A: All concrete unless specified or indicated otherwise.
Class B: Sidewalks, curbs and gutters, splash blocks, pipe, conduit and duct encasement, pipe and equipment supports, and exterior slabs on grade.
Class C: Thrust blocks, anchors, and fill concrete.

2.07 CURING MATERIALS:

A. Sheet Form: ASTM C171.

B. Liquid Membrane Curing Compound: ASTM C309, TT-C-800, Type 1, clear or translucent. Acceptable:

1. Dress & Seal, L & M Construction Chemicals;

2. Masterseal, Master Builders;

3. Kure-n-Seal 0800, Sonneborn-Contech or approved equal.

C. Cotton Mats: FS DDD-M-148.

D. Moisture Cure.

2.08 BONDING AGENT: Fresh concrete to Hardened concrete high modulus, high strength, moisture tolerant, 2 component, structural epoxy adhesive, ASTM C881. Acceptable:

A. Permunite, L & M Construction Chemicals;

B. Sikadur 32 Hi-Mod, Sika Chemical Corporation;

C. #2385 Epoxtite Binder, A.C. Horn Co.; or approved equal.

2.09 REPAIR MORTAR (HORIZONTAL): One component, solvent-free, cementitious system mixed in accordance with manufacturer's instructions used for patching interior or exterior horizontal slabs. Acceptable: SikaQuick 1000.

2.10 REPAIR MORTAR (VERTICAL AND OVERHEAD): One-component, polymer-modified, portland cement, fast-setting, non-sag mortar for vertical and overhad surfaces. Acceptable: SikaQuick VOH or equal.

2.11 FLOWABLE FILL: Low strength mixture of Portland cement, flyash, fine aggregate, air entraining admixture, and water.

A. Mix design shall produce a minimum compressive strength of 300 psi at 28 days.

B. Product shall be non-excavatable and conform to Section 121 of the FDOT Specifications for Road & Bridge Construction.

C. Minimum cement content of 75 lb/cy.

D. Minimum flyash content of 150 lb/cy.

2.12 EPOXY ANCHORING SYSTEM: Two-component, 1:1 ratio, high-solids, epoxy-based adhesive for use as a high strength, non-shrink anchor grouting material in concrete. Resin and hardener shall be dispensed and mixed simultaneously through a mixing nozzle. Product shall meet or exceed ASTM C-881 specification for Type I, II, IV and V, Grade 3, Class B and C.

PART 3 - EXECUTION

3.01 FORMS:

A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by the concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.

B. Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.

C. Construct forms complying with ACI 347, to sizes, shapes, lines and dimensions shown and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required to work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up joints to prevent leakage of cement paste.

D. Fabricate forms for easy removal without hammering or prying against the concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses and the like to prevent swelling and for easy removal.

E. Provide temporary openings where interior area of formwork is inaccessible for clean out, for inspection before concrete placement and for placement of concrete. Securely brace temporary opening and set tightly to forms to

prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.

F. Form Ties: Factory-fabricated, adjustable length, removable or snap-off metal form ties, design to prevent form deflection and to prevent spalling concrete surfaces upon removal.

G. Unless otherwise shown, provide ties to portion remaining within concrete after removal is at least 1½" inside concrete.

H. Unless otherwise shown, provide form ties which will not leave holes larger than 1" diameter in concrete surfaces.

I. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses and chases from trades providing such items. Accurately place and securely support items built into forms. Insert sleeves as required.

J. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms after concrete placement if required to eliminate mortar leaks.

3.02 PLACING REINFORCEMENT:

A. Comply with the specified codes and standards and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bar," for details and methods of reinforcement placement and supports, and as herein specified.

B. Clean reinforcement of loose rust and mill scale, earth, ice and other materials which reduce or destroy bond with concrete.

C. Accurately position, support and secure reinforcement against displacement by formwork, constructions or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers as specified or required.

D. Place reinforcement to obtain at least the minimum coverages required for concrete protection. Arrange space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete not toward exposed concrete surfaces.

E. Do not place reinforcing bars more than 2" beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and construction loads.

F. Install welded wire fabric in as long lengths as practicable. Lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either directions.

G. Dovetail anchor slots shall be positioned accurately and supported against displacement. Provide in precast or poured in place concrete where masonry units meet concrete wall or column.

H. With prior approval from the Engineer, the Contractor may use an approved epoxy anchoring system to install specific dowels in hardened concrete in accordance with the epoxy manufacturers installation instructions.

3.03 JOINTS:

A. Construction Joints: Locate and install construction joints, which are not shown on the Drawings, so as not to impair the strength and appearance of the structure as acceptable to the Engineer.

B. Provide keyways at least 1½" deep by 1/3 member thickness in all construction joints in walls, slabs and between walls and footings or as otherwise detailed on Drawings.

C. Waterstops: Install where indicated in maximum practical lengths. Develop effective water-tightness at joints full equal to that of the continuous material and 50 percent of the mechanical strength.

D. Place construction joints perpendicular to the main reinforcement. Continue all reinforcement across construction joints.

E. Isolation joints in Slabs-on-Ground: Construct isolation joints in slabs on ground at all points of contact between slabs on ground and vertical surfaces such as column pedestals, foundation walls, grade beams and elsewhere as indicated.

F. Control Joints in Slabs-on-Ground: Joints to be held in straight alignment by whatever means necessary. Control joints to be saw cut within 8 hours of slab placement. Cuts to be 1/4 of slab depth. See plans for control joint layout.

G. All joints shall be sealed with an appropriate joint sealant. Suitable for the use of the structure.

3.04 INSTALLATION OF EMBEDDED ITEMS:

A. General:

1. Set and built into the work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete.

2. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto.

3. With the Engineers Approval, Contractor may use an approved injected epoxy anchoring system for post pour installation of certain embeds.

B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain the required elevations and contours in the finished slab surface. Provide and secure units sufficiently strong to support the types of screed strips by the use of strike-off templates or accepted compacting type screeds.

3.05 CONCRETE PLACEMENT:

A. Pre-Placement Inspection: Before placing concrete, inspect and complete the formwork installation, reinforcing steel and items to be embedded or cast-in. Notify other crafts to permit the installation of their work; cooperate with other trades in setting such work as required. Thoroughly wet wood forms immediately before placing concrete as required where form coatings are not used.

B. Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.

C. General: Comply with ACI 304 and as herein specified.

1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing.

2. Placing Concrete in Forms - Deposit concrete in forms in horizontal layers no deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers,

place each layer while preceding layer is still plastic to avoid cold joints.

3. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with the recommended practices for ACI 309 to suit the type of concrete and project conditions.

4. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than the visible effectiveness of the machine. Place vibrators to rapidly penetrate the placed layer of concrete and at least 6" into the preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit the duration of vibration to the time necessary to consolidate the concrete and complete embedment of reinforcement and other embedded items without causing segregation of the mix.

5. Chuting: Provide equipment of proper size and design to insure continuous flow of concrete in chute. Minimum slope of 1 to 3 and maximum of 1 to 2 horizontal. Provide spout and baffles at discharge and to prevent segregation of concrete. Do not allow free fall in excess of 5 ft. Keep lower end of spout as close as possible to surface.

6. Fresh to Hardened Concrete: All existing concrete surfaces to receive fresh concrete shall be treated with appropriate joint sealing compound.

7. Existing joints shall be mirrored in any applied fresh concrete. Joints shall be treated with appropriate joint sealing compound.

D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is completed.

1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

2. Bring slab surfaces to the correct level with a straightedge and strikeoff. Use bull floats or darbies to smooth the surface leaving it free of humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.

3. Maintain reinforcing in the proper position during concrete placement operations.

E. Cold Weather Placing:

1. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions or low temperatures in compliance with ACI 306 and as herein specified.

2. When air temperature has fallen to or is expected to fall below 40°F, uniformly heat all water and aggregates before mixing as required to obtain a concrete mixture temperature of not less than 50°F and not more than 80°F at point of placement.

3. Do not use frozen materials or materials containing ice or snow.

4. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

5. Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.

F. Hot Weather Placing:

1. When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

2. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F for Type I cement and below 95°F for Type II cement. Mixing water may be chilled or chopped ice may be used to control the concrete temperature provided the water equivalent of the ice is calculated to the total amount of mixing.

3. Cover reinforcing steel with water soaked burlap if it becomes too hot so that the steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.

3.06 FINISH OF FORMED SURFACES:

A. Rough Form Finish: For formed concrete surfaces not exposed to view in the finish work, unless otherwise indicated. This concrete surface shall have the texture imparted by the form facing material used. Tie holes and defective areas shall be repaired and patched and fins and other projections exceeding 1/4" in height shall be rubbed down or chipped off.

B. Smooth Form Finish: For formed concrete surfaces exposed to view, or that are to be covered with a coating material applied directly to the concrete, or a covering material applied directly to the concrete, or a covering material bonded to the concrete, such as waterproofing, dampproofing, painting or other similar system. Smooth form finish is the as-cast concrete surface as obtained with selected smooth form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas such as voids and pockets. All fins or other projections shall be completely removed and smoothed.

C. Smooth Rubbed Finish: Provide smooth rubbed finish to exposed concrete surfaces, which have received smooth form finish treatment, no later than the day after form removal. Moisten concrete surfaces and rub with carborundum brick or other abrasive until a uniform color and texture is produced. Do not apply cement grout other than that created by the rubbing process.

D. Related Unformed Surfaces:

1. At top of walls, horizontal offsets and similar unformed surfaces occurring adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continuous final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise shown.

E. Edges: Chamfer exposed corners and edges as shown using wood, metal, PVC or rubber chamfer fabricated to produce uniform smooth lines and tight edge joints. Chamfer to be 3/4" unless otherwise noted.

3.07 CONCRETE CURING AND PROTECTION:

A. General: Comply with ACI 308. Protect freshly placed concrete from premature drying and excessive cold or hot temperature and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening.

1. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 6 days.

2. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days and in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

B. Curing Methods: Perform curing of concrete by moist curing or by moisture-retaining cover curing or by membrane curing, or by combinations thereof, as herein specified.

1. Provide moisture curing by following methods.

   a. Keep concrete surface continuously wet by covering with water.

   b. Continuous water-fog spray.

   c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges with a 4" lap over adjacent absorptive covers.

2. Provide moisture-cover curing by covering concrete surfaces with moisture-retaining cover for curing concrete, placed is widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Provide membrane curing to slabs as follows:

   a. Apply pigmented membrane-forming curing compound to concrete surfaces as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas which are subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

   b. Do not use membrane curing compounds on surfaces which are to be covered with a coating material applied directly to concrete, liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring, painting, and other coatings and finish materials, unless otherwise acceptable to the Engineer. Use moisture cure as previously specified.

C. Curing Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

D. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of the appropriate curing compound.

3.08 SHORES AND SUPPORTS:

A. Design, furnish, and install all temporary shoring and supports necessary to complete the Work.

B. Comply with ACI 347 for shoring and reshoring in multistory construction and as herein specified.

1. Extend shoring from ground to second floor.

2. Shore floor directly under the floor being places so that loads from construction above will transfer directly to these shores. Space out shoring in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members where no reinforcing steel is provided. Extend shores beyond minimums if required to ensure the proper distribution of loads throughout the structure.

3. Remove shores and reshore in a planed sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support the work without excessive stress or deflection.

4. Keep reshores in place a minimum of 15 days after placing upper tier, and longer if required, until the concrete has attained its required 28 day strength and heavy loads due to construction operations have been removed.

3.09 REMOVAL OF FORMS:

A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing not less than 50°F for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

B. Formwork supporting weight of concrete, such as beams, soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete location or members. Reshore per above for minimum 14 days.

3.10 RE-USE OF FORMS:

A. Clean and repair surfaces of forms to be re-used in the work. Split, frayed delaminated or otherwise damaged from facing material will not be acceptable. Apply new form coating compound material to concrete contact form surfaces as specified for new formwork.

B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance and tighten forms to close joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces except as acceptable to the Engineer.

3.11 MISCELLANEOUS CONCRETE ITEMS:

A. Filling-in: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified to blend in-place construction. Provide other miscellaneous concrete filling shown or required to complete the work. A latex bonding agent is to be used on all repair surfaces.

B. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment to template at correct elevations; comply with certified diagrams or templates of the manufacturer furnishing machines and equipment.

3.12 CONCRETE SURFACE REPAIRS:

A. Surface Preparation: Concrete surface shall be cleaned of all existing surface treatments, loose particles, oil, dust and other contaminate prior to placement of any repair material or coating.

B. Patching Defective Areas: Repair and patch defective areas with epoxy resin cement mortar. Use in accordance with manufacturer's recommendations.

C. Cut out voids over 1/4" in any dimension down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Before placing cement mortar or proprietary patching compound, thoroughly clean. Dampen with water and brush-coat the area to be patched with approved proprietary bonding agent.

D. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of the Engineer. Surface defects include cracks, spalls, void pockets and other projections or indentations on surface.

E. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and brush with concrete bonding agent.

F. Repair isolated random cracks by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and brush with concrete bonding agent. Mix dry-pack, consisting of one part Portland cement to 21/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Compact dry-pack mixture in place. Keep patched areas continuously moist for not less than 72 hours.

G. Use epoxy-based mortar for structural repairs where directed by the Engineer.

1. Repair methods not specified above may be used only with specific approval of the Engineer.

3.13 QUALITY CONTROL TESTING DURING CONSTRUCTION:

A. Notify testing laboratory of time and place of each concrete placement requiring testing.

1. Allow adequate time between notification and placement for testing laboratory personnel to arrive at site approximately 3 hours in advance of concrete placement.

B. Sampling and testing for quality control during the placement of concrete shall include the following:

1. Sampling Fresh Concrete - ASTM C172, except modified for slump to comply with ASTM C94.

2. Slump - ASTM C143; one test for each concrete load at point of discharge; and one test for each set of compressive strength test specimens. Test concrete shall be taken from the middle of each load.

3. Air Content - ASTM C231 pressure for normal weight concrete; one for each set of compressive strength test specimens.

4. Concrete Temperature - Test hourly when air temperature is 40°F and below, and when 80°F to 90°F; and each time a set of compression test specimens are made. When air temperature is

above 90°F, test temperature of mix on arrival and retest in chute every 15 minutes. Do not place concrete when mix is above 95°F.

5. Compression Test Specimens - Field molded (ASTM C31) and laboratory cured (ASTM C192); one set of 4 standard cylinders for each 50 cubic yards or fraction thereof of each concrete class placed in any one day. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.

6. Compressive Strength Tests - ASTM C39; 1 specimen tested at 7 days; 2 specimens tested at 28 days; and one specimen retained in reserve for later testing.

7. When the total quantity of a given class of concrete is less than 50 cubic yards, the strength tests may be waived by the Engineer if, in his judgement, adequate evidence of satisfactory strength is provided.

C. Test results will be reported in writing to the Engineer, the Owner and the Contractor on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials, breaking strength and type of break for both 7-day test and 28-day test.

D. Additional Tests: The testing service will make additional test of in-place concrete when test results indicate the specified concrete strengths and other characteristics have not been attained in the structure as directed by the Engineer. The testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42 or by other methods as directed. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is to be verified.

E. Acceptance of Results: The strength level of an individual class of concrete shall be considered satisfactory if both of the following requirements are met:

1. Every arithmetic average of any three consecutive strength tests equals or exceeds the design strength ($f'c$).

2. No individual strength test (average of two cylinders) falls below f'_c by more than 500 psi (3.45 MPa) when f'_c is 5,000 psi (34.45 MPa) or less, or by more than 0.10 f'_c when f'_c is more than 5,000 psi.

F. Repair or replacement of defective concrete will be subject to the Engineer in accordance with ACI 318.5.6.5 (Investigation of Low Strength Test Results). The cost of additional testing and/or replacement of defective concrete shall be borne by the Contractor.

END OF SECTION

SECTION 09910

PAINTING AND COATING

PART 1 - GENERAL

1.01 SCOPE OF WORK:

A. The work included in this section consists of furnishing all labor, equipment, materials, tools, rigging, lighting, ventilation and other related items necessary for the proper surface preparation, coating application, curing and cleanup of the facilities specified herein.

B. All work shall be performed by skilled workmen in a safe and workmanlike manner using equipment and procedures as specified herein and consistent with good coating practices.

1.02 QUALITY ASSURANCE: The Contractor is responsible for a satisfactory coating system which will adhere without peeling, flaking, blistering or discoloration. Before application of any painting materials, the Contractor shall submit a Letter of Certification from the manufacturer of materials to be used. The letter shall state that the manufacturer recommends the materials selected for the application proposed. Manufacturers offering products which may be incorporated in the Work include the following:

1. Induron
2. Sherwin Williams
3. Ameron
4. Tnemec Company, Inc.
5. Carboline

1.03 SUBMITTALS: Contractor shall submit for Engineer's review and/or approval the following items:

A. Materials List: Complete list of materials to be furnished including descriptive literature and surface on which they will be utilized. Literature shall include weather conditions acceptable for application and proper storing and mixing.

B. Certification Letter: Letter from coating system manufacturer stating that proposed materials are suitable for application proposed.

C. Color listing confirming colors for piping.

D. NSF Approval: Certification that all paints which will come in contact with raw or potable water are NSF approved.

E. Manufacturer's written instructions and recommendations.

F. Manufacturer's standard color chart for selection of building interior and exterior finishes.

1.04 DELIVERY AND STORAGE OF MATERIALS:

A. Delivery: All coating materials shall be delivered to the work site in the original, factory-sealed containers bearing the manufacturer's labels identifying, where applicable, the product number, name, color and instructions for use. Each type of coating shall be accompanied by the manufacturer's Material Data Safety Sheet.

B. Storage: Prior to use, all coating materials shall be stored in an area as supplied by the Contractor. This storage area shall be secure and shall provide the coating materials with protection from weather and temperature extremes below 40°F and above 100°F. The area shall be maintained in a safe, neat and clean manner and free from fire, explosion or other hazards.

1.05 WORKING CONDITIONS:

A. Weather Conditions:

1. No surface preparation or coating application work shall be done under unfavorable weather conditions unless the work is adequately protected from such conditions.

2. All material temperatures prior to mixing and use shall be between 70°F and 90°F unless specifically instructed otherwise by the manufacturer.

3. Surface preparation and coating application shall proceed only when air and surface temperatures are above 50°F and below 125°F, and the surface temperature is at least 5 degrees above the dew point.

4. In the event heating devices are used at any time to create and/or maintain temperature conditions in compliance with the specification requirements, these devices shall be explosion-proof and of the type that does not exhaust sooty or oily residues or any other contaminates into the air. Heating devices shall not be used when, in conjunction with existing temperature and humidity conditions, these devices may create dew point conditions.

5. Painting shall be timed to ensure the area of work is essentially dust free.

B. Lighting and Ventilation:

1. Adequate explosion-proof lighting shall be provided during surface preparation and coating operations as necessary. This lighting shall be sufficient to illuminate clearly the working area without shadows.

2. Ventilation for Confined Areas: Adequate explosion-proof ventilation shall be continuously maintained during all surface preparation and coating operations and during all recoat and curing periods. This ventilation shall be of the suction type and shall be of sufficient capacity to maintain throughout the confined area a clear atmosphere that is well below explosion and toxic limits. The ventilation system, including all fans and temporary duct-work, shall be arranged such that fresh air is drawn into the confined area and permits no still air spaces to exist in any area. Particular attention shall be given to floor level or lower spaces and pocket areas where heavier-than-air solvents and particulate matter are likely to accumulate. All equipment involved shall be OSHA approved. The Contractor shall be solely responsible for supplying, rigging and operating all ventilation equipment in accordance with OSHA requirements.

C. Safety:

1. General: The Contractor shall make all necessary provisions with regard to materials, equipment, personnel, procedures and practices to assure that the work shall be done in a safe manner and that the working area is maintained free of all health and safety hazards. Contractor shall pay particular attention to OSHA confined space requirements. Comply with PA Guide 3, "A Guide to Safety in Paint Application".

2. Employee Education: The Contractor shall direct his personnel's attention to all product warnings and information given on the labels of all components of the coating materials specified herein.

3. Protective Wear: While coating materials are being applied, all application and mixing personnel in the area should wear adequate protective clothing and devices (including respirators).

4. Control of Open Flame: No item which may produce sparks or open flames should be permitted in the immediate working area (including equipment, matches, cigarette lighters, etc.) and no smoking should be permitted in the area.

5. Warning Signs: Appropriate warning signs shall be posted to apprise unsuspecting personnel of the hazards in the area and appropriate barriers shall be erected where required.

6. Partially Used Containers: Partially used coating materials that are to be retained should, at the completion of each work day, be returned to their original containers. These containers should be tightly resealed, material spills wiped clean and the containers returned to the designated storage area.

7. Disposal of Materials: Waste coating material (such as unused catalyzed coating, dirty cleanup solvents, etc.) and contaminated disposable items (such as empty cans, rags, etc.) should be removed from the job site and disposed of at the completion of each work day. Disposal should be in accordance with local, state and federal regulations.

8. Protection of Existing Facilities: The Contractor shall be responsible for taking adequate precautions for protecting against fire and soiling or damage to adjacent equipment, structures, surfaces, processes or products. Floors, paved areas and other adjacent surfaces shall be protected against spatter or spillage. No spray painting shall be performed in areas where welding is in progress or near operations involving open flame, sparks or high heat.

9. Special Operations of Owner: The Contractor shall determine any special operations of the Owner which could influence the safe workmanship of personnel with respect to electrical, mechanical, chemical or fire hazard situations.

1.06 EQUIPMENT:

A. General: All equipment and tools shall be explosion proof and non-sparking, satisfactory for the intended use and shall be maintained in good working order.

B. Spray Equipment: Spray equipment shall be suitable for the material being sprayed; shall be capable of supplying sufficient air at the required pressures; shall be equipped with air and moisture separators; and shall be thoroughly cleaned before and after each use with the appropriate cleaning solvents.

C. Inspection Equipment: The inspection equipment to be utilized on the project shall be furnished by the Contractor. Acceptable equipment for the various inspection tests required shall be as follows or equal:

1. Air Temperature and Relative Humidity: Bacharach Sling Psychrometer, Model #12-7012 as supplied by KTA-Tator, Pittsburgh, PA., (412)788-1300.

2. Surface Temperature: Surface Temperature Thermometer, Model #PTC/312F, 0-250°F as supplied by KTA-Tator, Pittsburgh, PA., (412)778-1300.

3. Material Temperature: Model #6212 Taylor Paint Thermometer, 25°-125°F, 8-inch stem as supplied by KTA-Tator, Pittsburgh, PA., (412)778-1300.

4. Wet Film Thickness: Nordson Wet Film Gage, Model # 790-010, 0-20 mils supplied by KTA-Tator, Pittsburgh, PA., (412)778-1300.

5. Dry Film Thickness: Mikrotest III, Model # FM, Dry Film Thickness Gage as supplied by KTA-Tator, Pittsburgh, PA., (412)778-1300.

6. Anchor Pattern: Keane-Tator Profile Comparator as supplied by KTA-Tator, Pittsburgh, PA., (412)778-1300.

7. Surface Preparation: NACE Visual Surface Preparation Standards as supplied by the National Association of Corrosion Engineers, Katy, Texas.

8. Holiday Detection: Model —1 Holiday Detection as supplied by KTA-Tator, Pittsburgh, PA. (412)778-1300.

9. Visual Surface Inspection: 1 - Flash-O-Lens #372/1 supplied by KTA-Tator, Pittsburgh, PA., (412)778-1300.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS: The film thickness designated and/or the number of coats to be applied shall not be decreased and shall be increased where required to meet manufacturer's recommendations. Manufacturer's recommendations as to which finish coat should be used with a particular primer shall be observed. In all cases, the painting system shall be from the same manufacturer.

2.02 COATING MATERIALS: The following materials shall be utilized on the various surfaces of the items to receive coating systems.

A. Non-Submerged Ferrous Metals:

1. Surface Preparation: SSPC-SP-6 Commercial Blast Cleaned Finish.

2. Primer: High-build epoxy primer applied at 4.0 mils DFT.

3. Intermediate Coat: Same as primer

4. Finish: Aliphatic Acrylic Polyurethane applied at 3.0 mils DFT

Minimum system dry film thickness 11.0 mils.

B. Submerged Ferrous Metals (Includes all piping, supports, etc. which are not stainless steel):

1. Surface Preparation: SSPC-SP-10 Near White Blast Cleaned Finish.

2. Primer: Two component high build polyamide epoxy with catalyst applied at 6.0 mills DFT.

3. Finish: Two component high build polyamide epoxy with catalyst applied at 6.0 mils DFT.

Minimum system dry film thickness 12.0 mils.

C. Interior Non-Submerged Concrete and Masonry:

1. Surface Preparation: Remove all grease, oil, dirt, mildew, and other foreign matter by solvent or detergent washing.

2. Primer: High solids polyamide cured epoxy coating applied at 2.0 mils DFT.

3. Finish: High solids polyamide cured epoxy coating applied at 2.0 mils DFT.

Minimum system dry film thickness 4.0 mils.

D. Exterior Concrete:

1. Surface Preparation: Remove all grease, oil, dirt, mildew, and other foreign matter by solvent or detergent washing.

2. Primer: Acrylic emulsion applied at 2.0 mils DFT.

3. Finish: Acrylic emulsion applied at 2.0 mils DFT.

Minimum system dry film thickness 4.0 mils.

E. Shop or Factory Applied Coatings:

1. The Contractor shall be responsible for and take whatever steps are necessary to properly protect shop or factory-applied coatings from damage because of weather, shipping, storage, handling, erection or installation, or any other cause.

2. Should damage occur, the Contractor shall repair damaged surfaces utilizing materials, methods, and procedures recommended by the manufacturer of the coating and in accordance with Sections 8.3, 9.3 and 10 of SSPC PA No.1.

F. PVC or CPVC Piping:

1. Scarify with sandpaper

2. For interior locations, epoxy primer 2.0 mils DFT followed by epoxy topcoat 2.0 mils DFT

3. For exterior locations, epoxy primer 2.0 mils DFT followed by polyurethane topcoat 2 mils DFT

G. High Temperature Ferrous Metals:

1. Surface Preparation: SSPC-SP10

2. Primer: Ethyl Silicate Inorganic Zinc-Rich, 3.0 mils DFT

3. Intermediate: Silicone Aluminum, 1.0 mils DFT

4. Finish: Same as Intermediate

H. Exposed Ductile Iron Pipe, Valves, and Fittings:

1. Surface Preparation: Comply with National Association of Pipe Fabricators (NAPF) Standards 500-03-04 and 500-03-05 and recommendations of the coatings manufacturer

2. Coatings same as Non-Submerged Ferrous Metals

I. Wood:

1. Surface Preparation: Surfaces shall be clean, dry, and free to contaminants. Sand rough areas. Seal knots and pitch pockets.

2. Primer (Undercoater): Alkyd, 3.0 mils DFT, Tnemac Series 36 or equal.

3. Finish: Waterborne Acrylic Epoxy, Tnemac Series 113 or equal, 5.0 mils DFT.

Minimum System Dry Film Thickness of 8.0 mils.

J. Wallboard:

1. Surface Preparation: Surfaces shall be clean, dry, and free of contaminants. Sand joint compound smooth and feather edge.

2. Primer: Vinyl Acrylic, Tnemac Series 51-792 or equal, 1.5 mils DFT

3. Finish: Waterborne Acrylic Epoxy, Tnemac Series 113 or equal, 5.0 mils DFT

Minimum System Dry Film Thickness of 6.5 mils.

2.03 CAULKING MATERIALS: Shall be general purpose, mildew resistant, gun grade, interior/exterior acrylic latex caulk complying with ASTM C-834-76. Caulk shall be compatible with specified coating system, paintable, colorfast, non-staining and non-bleeding.

2.04 THINNERS: Where thinning is necessary, only the products for the particular purpose, and by the manufacturer furnishing the coating system, shall be allowed. All thinning shall be done strictly in accordance with the manufacturer's instructions.

2.05 COLOR CODING OF PIPING:

A. All exposed piping shall be color coded as follows:

Raw Water	Olive Green

PART 3 - EXECUTION

3.01 GENERAL PREPARATION:

A. Procedures shall comply SSPC Paint Application Specification No. 1, Shop, Field, and Maintenance Painting of Steel.

B. Protection of Existing Facilities: Remove, mask, or otherwise protect hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in contact with painted surfaces and not to be coated, prior to surface preparation and coating operations. Reinstall removed items following completion of coating.

C. Preparation of Welded Surfaces: Prior to beginning surface preparation, the Contractor shall have repaired all ferrous metal surfaces and fabrication imperfections resulting from his metal fabrication/welding operations. All welds shall be continuous, relatively smooth, and free of pinholes, blowholes, depressions, sharp projections, inclusions and other imperfections.

3.02 SURFACE PREPARATION:

A. The surface shall be cleaned as specified. In no event shall the surface preparation be less than the paint manufacturer's recommendations for the intended service environment.

B. The surface to be coated shall have the specified surface preparation at the time of application of the coating. If the surface is degraded or contaminated subsequent to surface preparation and prior to coating, the surface shall be restored to the specified condition before coating application.

C. In order to control the degradation or contamination of cleaned surfaces, the pretreatments, or, in the absence of a pretreatment, the prime coat shall be applied as soon as possible after the surface has been cleaned and before degradation or contamination has occurred. Succeeding coats shall be applied before contamination of any existing coating occurs.

D. Previously applied coating shall be roughened prior to coating whenever necessary for the development of proper intercoat adhesion.

E. Cleaning and coating shall be scheduled to minimize the amount of dust and other contaminants that may fall on newly applied wet coating films. Surfaces not intended to be coated shall be suitably protected from the effects of cleaning and coating operations.

3.03 CURING OF COATING SYSTEMS:

A. The minimum and maximum curing times before overcoating an existing coat of coating shall conform to the primer and overcoat manufacturer's written recoat instructions. If the maximum time is exceeded, the cured coating shall be roughened or otherwise treated as recommended by the manufacturer of the overcoat before applying another coat.

B. No coating shall be force dried under conditions which will cause checking, wrinkling, blistering, formation of pores, or detrimentally affect the protective properties of the coating. Always check with the coating manufacturer before force drying a coating.

C. Coating shall be protected from rain, condensation, contamination, snow, and freezing until sufficiently cured for exterior exposure.

D. No coating shall be subjected to immersion before it is thoroughly dried or cured in accordance with the manufacturer's written instructions.

3.04 TESTING AND INSPECTION:

A. Testing Requirements: In order to assure compliance with these specifications, the Contractor shall perform the following tests and/or inspections as the work progresses:

1. Humidity and Air Temperature: The relative humidity and surface and air temperature shall be determined in the immediate working area using suitable instruments specified herein each day before work begins and at least one other time in the middle of the work day.

2. Material Temperature: Material temperature shall be similarly measured using a suitable instrument as specified herein prior to mixing and/or application.

3. Anchor Pattern Determination: For each area to be coated, the degree of surface preparation and anchor pattern shall be determined by comparison of work with visual surface preparation standards as specified herein.

4. Wet Film Thickness: As coatings are applied, the wet film thickness shall be periodically and routinely measured using a suitable instrument specified herein for each coat applied.

5. Dry Film Thickness: Dry film thickness of each coat of paint shall be measured with a suitable magnetic gauge as specified herein. Measurements in each area shall be made on no greater than 100 square foot areas and then only on coating that has dried to the point where it can no longer be indented by depression of a finger nail under moderate pressure.

6. Holiday Testing: Following application of the finish coat and when the coating system has dried hard, all coated areas shall be checked for pinholes or other holidays with a suitable low voltage (100 volts or less) wet sponge holiday detector as specified herein using clean fresh water. All deficient areas shall be clearly marked by circling with a graceless chalk. These deficient areas shall be touched up by wiping off the chalk with a clean rag and immediately applying a spot coat (preferably by smooth, even brush coat). The surface must be thoroughly dry and free of any surface residues or contamination before any tough-up coat of paint is applied.

B. Final Inspection: Upon completion of the work, the Owner and/or Engineer will, in the presence of the Contractor conduct a final inspection and will

either approve the work as satisfactory and in compliance with the specification, or disapprove the work and direct the Contractor to make all necessary corrections of all defects or deficiencies. The Contractor shall provide all necessary inspection equipment, labor, rigging, lighting and other equipment to facilitate this inspection. The final inspection shall include the following:

1. Holiday Detection: Holiday detection with a suitable direct current instrument specified herein.

2. Visual Inspection: Visual surface inspection by the naked eye and/or a suitable magnifying instrument for runs, sags, drips, cracks, alligatoring and blisters.

3.05 CORRECTION OF DEFICIENCIES: The Contractor shall correct all items found to be deficient in an expedient manner. Any expenses incurred for corrective measures required as the result of improper practices and/or defective or deficient work shall be borne by the Contractor.

END OF SECTION

SECTION 09920

INFLUENT STRUCTURE CHANNEL COATING

PART 1 - GENERAL

1.01 SCOPE: The intent of this section is to rehabilitate the existing influent structure channels using the products and methods specified herein.

1.02 GENERAL:
Influent Structure Channel sealing includes the following:

A. Complete removal of the existing concrete liner.

B. Surface preparation of existing concrete channels.

C. Build-out and repair of existing concrete channels, as required, to restore channel structural integrity and provide a uniform channel geometry.

D. The sealing of the channel base, walls, block, or portions of cast wall sections.

E. The sealing of section joints.

F. The inspection and testing of various types of work to ensure compliance.

G. Construction debris shall be completely cleaned out of the existing channels at the close of construction.

H. By-pass provisions as required to take the influent channels out of service while rehabilitation is completed.

1.03 REFERENCES:

A. ACI: The published standards of the American Concrete Institute, Farmington Hills, MI.

1. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete.

B. ASCE: The published Manuals and Reports on Engineering Practices of the American Society of Civil Engineers, Reston, VA.

1. ASCE Manual No. 92 - Manuals and Reports on Engineering Practice; Manhole Inspection and Rehabilitation (2008 Update).

C. ASTM: The published standards of the American Society for Testing and Materials, West Conshohocken, PA.

1. ASTM D638 - Tensile Properties of Plastics.
2. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
3. ASTM D695 - Compressive Properties of Rigid Plastics.
4. ASTM D4541 - Pull-off Strength of Coatings Using a Portable Adhesion Tester.
5. ASTM D7234 - Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.
6. ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates.
7. ASTM D2584 - Volatile Matter Content.
8. ASTM D543 - Resistance of Plastics to Chemical Reagents.
9. ASTM D4258 - Standard Practice for Surface Cleaning Concrete
10. ASTM D4259 - Standard Practice for Abrading Concrete
11. ASTM C109 - Compressive Strength Hydraulic Cement Mortars.
12. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.

D. ICRI: The published standards of the International Concrete Repair Institute, Des Plaines, IL.

1. ICRI Technical Guideline No. 03732 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

E. NACE: The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

1. NACE RPO 188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.

F. SSPC: The published standards of the Society of Protective Coatings, Pittsburgh, PA.

1. SSPC-SP 1 - Solvent Cleaning
2. SSPC-SP 5 - White Metal Blast Cleaning
3. SSPC-SP 10 - Near White Metal Blast Cleaning
4. SSPC-SP 12 Surface Preparation and Cleaning of Metals by Water jetting prior to Recoating.
5. SSPC SP-13/NACE No. 6 - Surface Preparation of Concrete.
6. SSPC-PA 9 - Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.

G. SSPWC: Standard Specifications for Public Works Construction "Greenbook", 2009.

1. SSPWC 210-2.3.3 & 211-2 - Chemical Resistance Test (Pickle Jar Test).
2. SSPWC 500-2 - Manhole and Structure Rehabilitation.

1.04 SUBMITTALS:

A. All materials and procedures required to establish compliance with the specifications shall be submitted to the Engineer for review and approval. Submittals shall include the following minimum items:

1. Existing concrete channel liner removal, and concrete channel surface preparation approaches.
2. Technical data sheet on each product to be used.
2. Material Safety Data Sheet (MSDS) for each product to be used.
3. ASTM references.
4. Center of Innovative Grouting Materials (CIGMAT) information on application (as applicable).
5. Descriptive literature, bulletins and/or catalogs of materials.
6. Work procedures including flow diversion/by-pass pumping plans, method of repair, etc.
7. Approval of the applicator by the manufacturer.
8. Warranty.

1.05 QUALITY ASSURANCE:

A. The manufacturer and/or applicator of the liner system shall be a company that specializes in the design, manufacturing or installation of corrosion protection systems for the proposed application. Applicator shall be trained in leak repair, surface preparation and corrosion materials application on the proposed environment. Corrosion materials/products shall be suitable for installation in hydrogen sulfide environments without any deterioration to the liner. The manufacturer shall list any hydrogen sulfide concentration which may present issues with the proposed liner application.

B. The applicator shall be trained and certified by the manufacturer for the handling, mixing, application and inspection of the liner system as described herein.

C. To ensure total unit responsibility, all materials and installation thereof shall be furnished and coordinated within/by one manufacturer/applicator who provides a complete system and assumes full responsibility for the entire system.

D. The Manufacturer and the applicator shall warrant the liner against failure for

a period of 10 years. "Failure" will be deemed to have occurred if the protective lining fails to: (a) prevent internal damage or corrosion of the structure; and (b) protect the substrate and environment from contamination from the wastewater environment. If any such failure occurs within 10 years of initial completion of work on a structure, the damage will be repaired to restore the lining at no cost to the Owner within 60 days after written notification of the failure. "Failure" does not include damage resulting from "mechanical or chemical abuse" or an act of God. Mechanical or chemical abuse means exposing the lined surfaces of the structure to any mechanical force or chemical substance not customarily present or used in connection with structure of the type involved. There are no warranties express or implied other than those specifically stated herein.

1.06 ACCEPTABLE MANUFACTURERS: The liner system shall be manufactured and installed by: CCI Spectrum, Inc. ("Spectrashield"), GML Coatings, LLC ("Green Monster"), or equal.

PART 2 - PRODUCTS

2.01 SPECTRASHIELD:

A. The materials to be utilized in repairing the existing concrete channels after surface preparation shall be in accordance with Specification Section 03060. The protective liner to be installed after the concrete channels are rehabilitated shall be designed and manufactured to withstand the severe effects of hydrogen sulfide in a wastewater environment.

B. Abrasive blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces. Contaminant unit to capture spent abrasive material shall be provided unless otherwise approved by the Engineer.

C. The lining system to be utilized shall be a multi-component stress panel liner system as described below:

1. Liner:

Installation	Liner
a. Moisture Displacement Barrier	Primer
b. Moisture Barrier	Modified Polymer
c. Surfacer	Polyurethane/Polymeric Blend Foam
d. Final Corrosion Barrier	Modified Polymer

2. Primer shall be 100% solids.

3. Modified polymer shall be sprayed, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive environment of wastewater.

TYPICAL CHEMICAL ANALYSIS	
"A" Component	
Viscosity, 77° F, cps, ASTM D-11638	400
Physical State	Liquid
Color	Clear
Hygroscopicity	Reacts with Water
"B" Component	
Viscosity, 160° F, cps, ASTM D-11638	400
Physical State	Liquid
Color	Flamingo Pink
Non-Volatile	100%
Reaction Profile (100 grams, 175° F Sample)	
Gel Time (seconds)	1-2
Tack Free Time (seconds)	15
Cure Time (seconds)	30
Processing	
A System / B System, volume ratio	1.00/1.00
Typical Physical Properties	
Tensile Strength (PSI)	>1500
Elongation (%)	125
Tear Strength (PSI)	350
Shore D Hardness	55
100% Modulus (PSI)	>1500

4. Polyurethane/polymeric blend foam shall be 100% CFC/HCFC free, low viscosity, two components, fire resistant, rigid structure filler.

TYPICAL CHEMICAL ANALYSIS	
"A" Component	
Viscosity, 77° F, cps, ASTM D-11638	200
Physical State	Liquid
Color	Dark Brown
Hygroscopicity	Reacts with Water and evolves CO_2 gas
"B" Component	
Viscosity, 77° F, cps, ASTM D-11638	1800
Physical State	Liquid
Color	Tan
Hygroscopicity	Absorbs water rapidly thus changing ratio.

Reaction Profile (100 grams, 77° F Sample)	
Cream Time (seconds)	1-4
Tack Free Time (seconds)	5-8
Rise Time (seconds)	6-10
Processing	
A System / B System, volume ratio	1.00/1.00
Typical Physical Properties	
Density, nominal core, (lb/ft^3) ASTM D-1622 @ 74° F	4 ½ - 5 ½
Compression Strength, ASTM D-1621 @ 74° F parallel to rise (PSI)	105-110
Closed Cell Content (%) ASTM D-1940 @ 74° F	Over 90
Shear Strength (PSI) ASTM C-273 @ 74° F	225-250

5. Total thickness of multi-component stress panel liner shall be a minimum of 500 mils and shall sustain a 300 PSI pull test.

2.02 GREEN MONSTER LINER SYSTEM:

A. Materials and Equipment:

1. All materials used within the Green Monster system shall be highly resistant to hydrogen sulfide in the wastewater environment.

2. Waterblasting equipment shall be no less than 4000 psi and sandblasting equipment shall deliver enough pressure to remove all deteriorated concrete in the structure providing a substrate free of loose material.

3. GML 30/60, which is high early strength calcium aluminate blend cementitious mortar, shall be used to structurally rebuild substrates also providing an aesthetically smooth brush finished surface.

4. All spray equipment shall be plural component manufactured by Graco and be capable of monitoring pressures and temperatures of the coating ensuring a quality application. Green Monster shall only be applied with a minimum output pressure of 2500 psi.

5. All products used in the Green Monster system shall be approved and installed by only GML Coatings trained personnel. View product specifications below.

6. GML 30 and GML 60 Cementitious Mortar Specifications:

TYPICAL PROPERTIES		
Compressive Strength, psi	ASTM C928	6500
Freeze Thaw Resistance	ASTM C666	1% Loss
Shear Bond Strength, psi	ASTM C882	1650
Flexural Strength, psi	ASTM C348	1180

7. Primer Specifications:

TYPICAL PROPERTIES (1:1 by Vol.)		
Tensile Strength, psi	ASTM D638	4500
Elongation, %	ASTM D638	6
Compressive Strength, neat	ASTM D695	3800
Shrinkage		None
Bond Strength, psi	ASTM D4541	1200
Hardness, Shore D	ASTM D2240	71
Color		Amber
Viscosity, cps, neat		25
Final Cure @ 72°F		20 min

8. Primer shall have an extremely low viscosity allowing it to penetrate deep into the pores of the brushed concrete for permanent bonding.

9. Primer shall only be spray-applied and fully cure in 20 minutes or less without experiencing any shrinkage.

10. Concrete substrate shall be heated and surface temperature decreasing during the application of Green Monster Primer.

11. Green Monster Liner shall display excellent chemical resistance, thermal stability, and maintain flexible characteristics preventing cracking which may allow sewer gases to attack the substrate.

TYPICAL PHYSICAL PROPERTIES

Tensile Strength, psi	ASTM D412	4500
Elongation, %	ASTM D412	460
100% Modulus	ASTM D412	1460
Tear Strength, PLI	ASTM D624	570
Hardness, Shore A	ASTM D2240	98
Hardness, Shore D	ASTM D2240	52
Flexibility, 1/8" Mandrel	ASTM D1737	PASS
Flashpoint, °F	Pensky-Martin	>200
Taber Abrasion, mg Loss	ASTM D4060	17.0
CS 17 Wheels	IKG, 1000 Revs	
A-Side Hose Temperature	°F	140-160
B-Side Hose Temperature	°F	140-160
Block Temperature	°F	160

ADHESION RESULTS: ASTM D4541 Patti Tester

Concrete	Green Monster Primer-Epoxy Glue Failure	600 psi
Carbon Steel (direct)		900 psi

TYPICAL PROCESSING PROPERTIES

Gel Time, seconds	20
Tack Free Time, seconds	45
Volume Ratio, V:V	1:1

12. Concrete restoration shall be between .25 and 3 inches whichever is required to return the deteriorated substrate to the original thickness. In the case of minor deterioration and spalling, a Green Monster system approved cementitious concrete shall be used as a resurfacer. After the proper concrete restoration has been achieved, Green Monster shall be applied at 125 mils.

PART 3 - EXECUTION

3.01 EXAMINATION:

A. Examine influent channel limits with Engineer and Owner after the following project milestones: (a) by-pass operations are on-line, (b) removal of existing concrete liner, (c) repair and build-out of existing concrete channel, and (d) completion of liner installation. After each milestone, the Contractor shall provide a written report of channel status with visual documentation for Owner's records.

B. Contractor shall provide a minimum three (3) day notice to the Engineer and Owner prior to channel inspections and before channel work is initiated.

C. All defects and/or deficiencies shall be repaired by the Contractor.

3.03 SURFACE PREPARATION:

A. High-pressure hydro blasting (minimum 10,000 psi) equipment shall remove all deteriorated concrete, hard contaminants, existing liner, localized micro-organisms and gas contaminants from the concrete walls, floor, ceiling, and other concrete structures. The Contractor shall adhere to the requirements of SSPC-SP 12 and NACE 5 (HP WJ-1). Final product shall be cleaned, exposed and virgin concrete aggregate ready for rehabilitation material. Blasting equipment shall be suited to completely remove deteriorated concrete and hard contaminants from the existing concrete surfaces.

B. After the defects in the structure have been identified, repair all leaks in accordance with Specification Section 03060 and 03310, and the Drawings. Product to be utilized shall be as approved by the Engineer or Owner prior to installation.

C. Prior to installation of final liner material, if required, re-blast the entire structure and remove all abrasive materials.

3.04 MATERIAL INSTALLATION:

A. The limits of corrosion protection system shall be all exposed concrete surfaces including walls, tap sections, risers, etc. as shown in the Drawings unless otherwise approved by the Engineer. All piping, conduit, other walled penetrations, fasteners, etc. shall be sealed into the structure to eliminate potential gaseous or water intrusion behind the protective liner.

B. Application of multi-component system shall be in strict accordance with the manufacturer's recommendations. Final installation shall be minimum thickness of 500 mils. A permanent identification number and date of work performed shall be affixed to the structure in a readily visible location.

C. Provide final written report to Engineer detailing the location, date of report, and description of repair or original installation.

3.05 INSPECTION AND REPAIRS:

A. Inspection and Repairs: Final concrete structure corrosion protection system shall be completely free of pinholes or voids. Entire exposed concrete surface shall be protected with corrosion protection system. Liner thickness shall be the minimum thickness described above. All defects identified during inspection such as pinholes, low film millage, etc. shall be repaired with the same material and to the same thickness as required of original installation.

3.06 FINAL ACCEPTANCE: After the specified sealing work has been completed, the channels shall be visually inspected by the Contractor and Engineer for acceptability. The Contractor shall perform the following additional tests on the final coating system:

A. Exfiltration Testing: The channel shall be filled with water to an elevation of 6" below the channel top elevation. Over a 24-hour period, the water level should only decrease from evaporation, no other water loss is acceptable. If the water loss exceeds what is anticipated from evaporation, the test will have failed.

B. Any channel that has leaking, is visually unacceptable, or failed the test shall be reworked and retested. Any leakage or defects in the work found by this inspection shall be immediately corrected by the Contractor at no additional cost to Owner.

END OF SECTION

SECTION 11214

CENTRIFUGAL BLOWER

PART 1 - GENERAL

1.01 DESCRIPTION: The Contractor shall furnish all labor, materials, equipment and supervision for the installation of the centrifugal blower and accessories and the relocation of existing centrifugal blower as shown on the Drawings and specified herein.

1.02 QUALITY ASSURANCE:

A. Blower manufacturer shall have been in business for a minimum of 15 years. Manufacturer shall have a major service center within 150 miles of the project site. Blower service representative shall be available at the site within 24 hours after notification by the Owner. In order to unify responsibility for proper operation and service of the blower, it is the intent of these Specifications that all system components shall be furnished by a single supplier to ensure coordination.

1.03 SUBMITTALS:

A. Shop Drawings: Submit shop drawings and product data for equipment and accessories furnished under this section.

B. Shop Drawings shall include the following:

1. Outline dimensions

2. Cross Sectional Drawings with parts identification and materials of construction.

3. Motor nameplate data and descriptive literature.

4. Accessories including inlet air filter/silencer, vibration switch, expansion joints, check valves, butterfly valves, foundation mounting pads, drive coupling and coupling guard.

5. Blower performance curves for scfm flow rate versus horsepower and scfm flow rate versus discharge pressure (psig), both based on the inlet conditions of 100°F, 14.7 psia and 85% relative humidity. Curves shall indicate the point at which blower enters surge.

C. Shop Drawings for the Blower Control Panel shall include the following:

1. Outline dimensions
2. Power and control wiring diagrams

D. Operating and Maintenance Manual: Furnish Operation and Maintenance Manuals in accordance with Section 01730.

E. Equipment Installation Certificate: The Manufacturer shall provide a written report, through the Contractor and endorsed in writing by the Contractor, certifying that the blower and relocated blower have been properly installed, checked and are ready for placement into routine permanent service.

1.04 PRODUCT DELIVERY: The equipment shall be factory assembled components delivered undamaged to the site. The blower unit shall be capable of being set in place and field connected with minimal field assembly. Energize motor space heaters during storage. Handle and store in accordance with the manufacturer's instructions.

1.05 MANUFACTURER'S START-UP SERVICES:

A. Furnish services of manufacturer's technical representative for the following:

1. Recommendations on the handling and relocation of the existing blower.

2. To inspect and correct the completed installations of both the proposed blower and the relocated blower, and

3. To instruct operating personnel in proper operating and maintenance procedures.

B. Provide services of representative prior to the relocation of the existing blower and after the installation of the proposed blower. This will require a minimum of two trips to the job site.

C. Provide Vendor's Certificate of Installation, Testing, and Instruction in accordance with Section 01665.

1.06 LUBRICANTS: The blower and motor shall be delivered with the equipment fully lubricated insofar as possible. If any point is not so serviced, it shall be clearly marked to the effect that it is not lubricated and requires servicing prior to operation. An adequate supply of the proper lubricant, with instructions for its application shall be supplied with the equipment for each point not lubricated prior to shipment.

1.07 TOOLS AND SPARE PARTS: Furnish a complete set of tools, including grease guns or other lubricating devices, needed for the adjustment, operation, and

maintenance of the blower. Furnish manufacturer's recommended spare parts. Spare parts shall be marked with part numbers and packed in suitable containers also marked with the part numbers.

PART 2 - PRODUCTS

2.01 CENTRIFUGAL BLOWER:

A. Performance

1. Deliver 1350 SCFM of air (measured at 68°F, 14.7 psia and 36% relative humidity) to discharge pressure of 8.0 psig (the design point) based upon inlet conditions of 100°F, 14.7 psia and 85% relative humidity. The blower shall be capable of delivering 700 SCFM without being in surge.

2. Performance curve shall rise continuously from the design point to a minimum of 8.8 psig.

3. At the design point, the blower shall require no more than 79 brake horsepower.

4. Blower shall be selected based on data previously established by testing in accordance with ASME, PTC-10 Performance Test Code on Compressors and Exhausters.

B. Design Features

1. Blower shall be of the multi-stage centrifugal type, with outboard mounted bearing construction in which the impellers are keyed to a steel shaft and supported by antifriction type bearings. To prevent shifting of the impellers while in operation, the hubs of all impellers shall butt together, either directly or through one-piece metal spacers. The entire assembly shall be secured with a lock washer and lock nut. Blowers will be of the type in which the intermediate section is cast integrally with the casing to assure optimum operating efficiency. Where the compressor shaft passes through both the inlet and outlet heads, non-contact labyrinth seals shall be provided to prevent leakage and to assure noncontamination of the bearing lubricant. Seals shall be replaceable without having to disconnect inlet or discharge piping. Blower casing shall be rated for 25 psig.

2. Inlet and outlet connections shall be ANSI 125# drilled and tapped flange pattern, and be an integral part of the heads. Each complete impeller assembly will be dynamically balanced to insure mechanical operation at not more than 0.235 inches per second (peak to peak) vibration amplitude when measured on the bearing housing at design

speed. The compressor manufacturer will submit a certified test report attesting to the date and place of dynamic balance and the results achieved.

3. The blower shall have two antifriction ball bearings which can be lubricated, inspected and replaced without disconnecting any piping or disassembling the blower. Lubrication shall be with grease. Bearings shall be selected for a minimum L-10 life of 10 years.

4. The blower-motor unit shall be mounted on a common structural steel base and shall include an integral motor mount base. Suitable resilient foundation mounting pads shall be furnished and installed below the base.

5. The blower shall be connected to the motor with a suitable non-lubricated flexible coupling, with a minimum service factor of 1.35 (Elastomer Type) or 1.5 (Flexible Disc Type). The Contractor shall check, and if necessary, adjust the alignment of the coupling in accordance with the manufacturer's instructions. The coupling shall be covered with a suitable coupling guard. A factory laser alignment shall be conducted prior to shipment to facilitate alignment in the field.

C. Materials of Construction

1. Casing shall be ASTM A48, Class 30.
2. Impellers shall be cast aluminum.

D. Motor shall comply with IEEE 841 and shall have 120 VAC space heaters. Full load current shall be no more than 112 amps. Motor shall have a five year warranty.

E. The blower shall be Gardner Denver Model 732 or equal.

2.02 BLOWER CONTROL PANEL:

A. The blower manufacturer shall furnish the Blower Control Panel. It shall have a UL508A serialized label, a Nema 4X enclosure and be suitable for wall mounting. The panel shall protect the blower from surging and vibration and shall protect the blower motor from overcurrent. The Blower Control Panel shall, to the extent possible, match the existing panels serving existing Blowers No. 1 and No. 2.

B. The panel shall utilize a double set point meter relay responsive to blower motor current. The relay shall be calibrated in AMPS and SCFM. A current transformer shall be furnished by the blower manufacturer for installation in the motor controller.

C. The panel shall stop the motor if either a surge (low) current or overload (high) current exists. The panel shall also stop the motor upon excessive vibration.

D. The panel shall incorporate the following features and/or devices:

a) Circuit breaker for incoming 120 VAC power

b) a 2-position ON/OFF selector switch

c) Circuitry for a run contact (at the motor controller) that will enable the overall panel controls

d) A blower restart delay relay, set for approximately 5 minutes

e) Motor space heater circuitry

f) Vibration switch circuitry

g) Permissive blower run circuitry that permits blower to run if surge, overload, and vibration conditions are absent.

E. The panel shall have the following devices mounted in the panel door:

a) ON/OFF switch

b) Current meter analog relay indicator

c) Surge alarm pilot light (red)

d) Vibration alarm pilot light (red)

e) Overload alarm pilot light (red)

f) Alarm reset push button

g) Blower restart delay timing pilot light (amber)

h) Motor space heater pilot light, amber (illuminated when motor space heater in energized)

F. The panel shall have dry contacts to input the PLC on the following alarm conditions:

a) High vibration

b) Surge

c) Overload

G. The panel shall also have dry contacts to input the control circuit of the motor controller for permissive run.

2.03 ACCESSORIES:

A. Inlet air filter/silencer shall be flanged and selected for at least 150% of the blower capacity. Filter media shall be replaceable and cleanable and shall be felted polyester providing 10 micron solids retention at 98% efficiency. Housing shall be galvanized steel.

B. Check valves shall be flanged, double leaf type, springless with cast iron bodies and aluminum internals. Valves shall be rated for 500°F and 50 psig.

C. Butterfly valves shall be flanged with ductile iron bodies, cast iron discs and type 416 stainless steel shafts. Valves shall be rated for 450°F and shall have lever actuators capable of being locked in the opened, closed or any of eight intermediate positions.

D. Expansion joints shall be of synthetic rubber with synthetic fiber reinforcement. They shall be rated for 300°F and pressure within the range of 20 inches mercury vacuum to 20 psig. They shall be flanged, single arch type with galvanized steel retaining rings.

PART 3 - EXECUTION

3.01 INSTALLATION: Install blower, blower control panel and accessories in accordance with the Drawings, approved shop drawings and the manufacturer's instructions. Repair any damage to the factory applied coatings caused by storage, handling or installation in accordance with Section 09910.

3.02 INSPECTION AND TESTING:

A. Upon completion of installation, the Contractor, in the presence of the Engineer and a qualified manufacturer's representative of both the blower and the blower control panel, shall test and adjust the system to ensure the proper operation.

B. Operating personnel shall be trained in operation and maintenance of equipment at start-up. Instruction shall be given in operation, service, adjustments and routine maintenance. Training and instruction shall be provided for a minimum of four (4) hours at the job site location. Recommended spare lists and maintenance schedules shall be provided.

END OF SECTION

SECTION 11215

MODIFICATIONS TO TRANSFER PUMPS

PART 1 - GENERAL

1.01 DESCRIPTION: The Contractor shall provide modifications to the existing transfer pumps as described herein.

1.02 QUALITY ASSURANCE:

A. Guidance on the actual installation of the modifications is to be provided by the representation of manufacturer of the pumps. This representative is Southeastern Pump, (813) 514-0391, Attention: Mr. Sam Baker.

1.03 SUBMITTALS:

A. Shop Drawings:

1. Outline Dimensions of column pipe and bowl assembly demonstrating that the replacement column pipe and bowl assembly dimensionally match the existing components.

2. Cross Sectional Drawings with parts identification and materials of construction.

3. Pump Performance Curve.

4. Manufacturer's written instructions.

B. Equipment Installation Certificate: The manufacturer's representative shall provide a written report certifying that the pumps have been properly installed and are ready for placement into routine permanent service.

1.04 MANUFACTURER'S START-UP SERVICES:

A. Provide Vendor's Certificate of Installation, Testing and Instruction in accordance with Section 01665.

PART 2 - PRODUCTS

2.01 REPLACEMENT COMPONENTS

A. The two, existing transfer pumps are Deming serial numbers 010-DN38238-1 and 010-DN38238-2. Replace the existing column pipes and bowl assemblies on these two pumps. The replacement column pipes and bowl assemblies shall match the existing.

PART 3 - EXECUTION

3.01 INSTALLATION: The replacement of the column pipes and bowl assemblies shall be in accordance with the pump manufacturer's written instructions.

END OF SECTION

SECTION 11216

CLARIFIER DRIVE REPLACEMENT

PART 1 - GENERAL

1.01 DESCRIPTION: The Contractor shall replace the existing clarifier drive unit on the WWTF No. 2 as described herein.

1.02 QUALITY ASSURANCE:

A. The replacement clarifier drive unit shall be furnished and installed by the original clarifier manufacturer, Siemens Water Technologies, Thomasville, Georgia.

1.03 SUBMITTALS:

A. Shop Drawings:

1. Outline dimensions of the replacement bridge - mounted drive unit.

2. Cross Sectional Drawings with parts identification and materials of construction.

3. Drawing of central output shaft flange connection to existing center collector shaft.

4. Power and control wiring diagram.

5. Torque gauge calibrated in foot-pounds force; set-points of torque alarm and torque cutoff switches.

6. Motor nameplate data.

7. Manufacturer's written instructions.

B. Equipment Installation Certificate:

1. The manufacturer's representative shall provide a written report certifying that the drive unit has been properly installed and is ready for placement into routine permanent service.

1.04 MANUFACTURER'S START-UP SERVICES:

A. Provide Vendor's Certificate of Installation, Testing and Instruction in accordance with Section 01665.

PART 2 - PRODUCTS

2.01 REPLACEMENT DRIVE UNIT:

A. Replace the existing Sumitomo drive unit with a Model Number SX-BE drive unit as manufactured by DBS Manufacturing.

PART 3 - EXECUTION

3.01 INSTALLATION: The replacement of the drive unit shall be in accordance with the manufacturer's written instructions. Disconnect and remove existing electrical cable and conduit between the existing drive unit and the clarifier control panel. Provide replacement cable and conduit for the replacement drive unit motor and the two torque switches.

END OF SECTION

SECTION 16050

GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES: General information on electrical installation not covered elsewhere. This section applies to all other electrical sections.

1.02 DEFINITIONS: For the purposes of this contract, the term "Provide" shall mean to furnish and install services, material, and equipment complete and ready for intended use.

1.03 ELECTRICAL SUBCONTRACTOR QUALIFICATIONS: The electrical Subcontractor shall have at least 5 years of experience with water supply well projects of similar size and scope. Submit three example projects that verify this experience. Provide contact name and phone number for customer for each project.

1.04 PROJECT DESCRIPTION:

A. This project includes all necessary labor and materials, including, but shall not be limited to the following:

1. Temporary electric service and distribution for construction purposes.

2. All underground electrical work.

3. Indicated modifications to Motor Control Center No. 1, and feeder circuits to electrically operated equipment.

4. Electrical equipment including disconnects, devices and switches.

5. Coordination with other Subcontractors.

1.05 INTERPRETATION:

A. Specifications and Drawings shall be considered as supplementary to each other, requiring materials and labor indicated, specified, or implied by either Specifications or Drawings. Contradictions shall be presented to the Engineer for resolution.

B. Interpretation of Specifications or Drawings, where deemed necessary, shall be made only by the Engineer.

1.06 CODES, STANDARDS, ORDINANCES, AND PERMITS:

A. The National Electrical Code (NEC), The Florida Building Code, National Electric Safety Code and OSHA shall establish the minimum requirements for installation, but in addition, all work shall also comply with Local, County or Municipal Code requirements. If there is a conflict between the NEC and local, state, county, or municipal codes, conform to the more stringent of the two. Similarly, if the local Authority Having Jurisdiction has not adopted the latest revision of the NEC and is still using an earlier version, conform to the more stringent of the two.

B. Be familiar with local Code requirements and local Utility Company Standards for electrical service requirements, and make installation in accordance with such requirements.

C. In case of conflict between the Contract Documents and a governing code or ordinance, such conflict shall be immediately brought to the attention of the Engineer for resolution.

D. Apply for, obtain, and pay for all required permits and inspection certificates. Final payment is contingent upon delivery of such permits and certificates to the Engineer.

1.07 SITE INSPECTION: Visit the site and thoroughly inspect conditions affecting the Work before submitting Bid.

1.08 CUTTING AND PATCHING:

A. Place all sleeves, inserts, conduit hangers, etc. as construction progresses to avoid any unnecessary cutting of structural members. Cooperate with other Subcontractors in location of electrical equipment that may conflict with location of other equipment.

B. Obtain authorization from the Engineer for any necessary cutting of building structure to facilitate installation of this work and do not proceed until authorization has been received. Limit necessary cutting and patching to the minimum size required for installation of conduit or apparatus.

1.09 SUBMITTALS:

A. Submit Shop Drawings, catalog sheets, wiring diagrams, or other descriptive data with sufficient information to establish design, quality and performance. Data shall describe apparatus, equipment, panels, fixtures,

and other items requiring descriptive literature. Provide submittals as a single package including all required electrical items. Partial packages will not be reviewed. Submittals items shall be in accordance with the individual specification sections and include, but shall not be limited to, the following:

1. Starters and Circuit Breakers
2. Disconnects and Fuses
3. Switches
4. Wiring and Conduit
5. Evidence of Contractor Qualifications and Experience (see Para. 1.03)

1.10 MAINTENANCE DATA:

A. Collect and retain maintenance and service data supplied with equipment furnished and installed under this Contract until job completion, at which time deliver to the Engineer. Comply with Section 01730.

B. Keep one set of prints current of any changes or variations by marking prints in a legible manner. Maintain As-Built drawings on a daily basis.

1.11 TEMPORARY ELECTRIC SERVICE: Provide complete temporary system of power and lighting wiring for use during construction and for testing of equipment. Comply with OSHA and NEC including personnel ground-fault protection requirements.

1.12 COORDINATION - GENERAL:

A. Drawings are generally diagrammatic. Review all project Drawings and coordinate all work with different trades prior to installing any work so that interferences between electrical work and ducts, piping, equipment, and structural work will be avoided. Do not install conduits, boxes and fittings in spaces required for equipment or piping.

B. Furnish all necessary offsets in raceways, fittings, etc., required to properly install work so as to take up minimum space. Install all equipment to provide code required "working space".

C. In case interference develops, the Contractor will decide which trade work must be relocated regardless of which was installed first. Damage from interference or rework caused by inadequate coordination with other trades shall be rectified without additional cost.

D. Within 30 days following award of Contract, report to the Engineer in writing all real or potential errors, ambiguities and/or conflicts on electrical work or between trades.

1.13 COORDINATION - ELECTRICAL/MECHANICAL:

A. Unless specifically required otherwise, make all power wiring connections to all blowers, machinery, and other electrically-operated equipment as indicated on the Drawings or as required. Furnish and install disconnect switches, starters and protective devices as indicated on the Drawings, except for items furnished with integral disconnect switches and/or starters. Coordinate the exact location of flexible conduit and disconnects for mechanical equipment with the mechanical contractor.

B. Review approved Shop Drawings and verify final electrical characteristics and wiring before rough-in of power feeds to any equipment. When electrical data on approved Shop Drawings differs from contemplated design, make necessary adjustments to wiring, disconnect, and branch-circuit protection for equipment actually installed.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. All materials used in this project shall be new, unless otherwise noted, and listed by the Underwriters' Laboratories, Inc. as conforming to its standards where such standards have been established. These materials shall bear the UL label.

B. Before purchasing any equipment, the Contractor shall reconfirm the availability of the project's voltage, phase, and service configuration with the Drawings.

C. Where materials, equipment, apparatus or other products are specified by manufacturer, brand name, type or catalog number, such designation is to establish standards of desired design or quality and shall be basis of Bid.

PART 3 EXECUTION

3.01 CLEANUP: After electrical installation, remove all rubbish, trash and debris from the site and dispose of in an approved manner.

END OF SECTION

SECTION 16070

HANGERS AND SUPPORTS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

A. Conduit and equipment supports.

B. Anchors and fasteners.

1.02 REFERENCES:

A. NECA (INST) - NECA Standard of Installation; National Electrical Contractors Association.

B. NFPA 70 - National Electrical Code, NFPA (edition adopted by Authority Having Jurisdiction).

1.03 QUALITY ASSURANCE:

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.01 MATERIALS: Hangers, Supports, Anchors, and Fasteners - General: Stainless steel or aluminum of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Locate and install anchors, fasteners, and supports in accordance with NECA "Standard of Installation".

1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.

2. Obtain permission from Engineer before drilling or cutting structural members.

B. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.

C. Install surface-mounted cabinets and panelboards with minimum of four anchors.

D. In wet and damp locations use stainless steel channel supports to stand cabinets and panelboards 1 inch (25 mm) off wall.

E. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

END OF SECTION

SECTION 16075

ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.01 SECTION INCLUDES: Nameplates and labels.

1.02 REFERENCES: NFPA 70 - National Electrical Code, National Fire Protection Association (edition adopted by Authority Having Jurisdiction).

1.03 QUALITY ASSURANCE:

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.01 NAMEPLATES AND LABELS:

A. Nameplates: Engraved three-layer laminated plastic, black letters on white background.

B. Locations:

1. Each electrical distribution and control equipment enclosure.

C. Letter Size:

1. Use 1/8 inch (3 mm) letters for identifying individual equipment and loads.

2. Use 1/4 inch (6 mm) letters for identifying grouped equipment and loads.

D. Labels (for Power Outlets): Embossed adhesive tape, with 1/8 inch (3 mm) black letters on clear background. Use only for identification of appliances and equipment with their own branch circuits. Label outlet with name of load, panel and circuit number.

PART 3 - EXECUTION

3.01 PREPARATION: Degrease and clean surfaces to receive nameplates and labels.

3.02 INSTALLATION:

A. Install nameplates and labels parallel to equipment lines.

B. Secure nameplates to equipment front.

C. Secure nameplates to inside surface of door on panelboards that are recessed in finished locations.

END OF SECTION

SECTION 16123

BUILDING WIRE AND CABLE

PART 1 - GENERAL

1.01 SECTION INCLUDES:

A. Wire and cable for 600 volts and less.

B. Wiring connectors and connections.

1.02 REFERENCES:

A. NECA (INST) - NECA Standard of Installation; National Electrical Contractors Association.

B. NFPA 70 - National Electrical Code, National Fire Protection Association (edition adopted by Authority Having Jurisdiction).

1.03 QUALITY ASSURANCE:

A. Conform to requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience and with service facilities within 100 miles (160 km) of Project.

C. Products: Furnish products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.01 WIRING REQUIREMENTS:

A. Use only building wire with Type THWN/THHN (dual rated) insulation in raceway. Wire shall be color coded per the NEC and as follows:

1. 480/277V, 3 Phase, 4 Wire System: Brown, Orange, Yellow with White Neutral and Green Ground.

2. 120/240V, 120/208 1 Phase, 3 Wire System: Red and Black with White Neutral and Green Ground. Provide high-leg marking of the conductors; orange per NEC Article 110.15.

3. 120/240V, 3 Phase, 4 Wire System: Black, Red, Blue with White Neutral and Green Ground. Provide high-leg marking of the conductors; orange per NEC Article 110.15.

B. Use solid conductor for feeders and branch circuits #10 AWG and smaller. Use stranded conductors for feeders and branch circuits #8 AWG and larger.

C. Use stranded conductors for control circuits.

D. Use conductor not smaller than 12 AWG for power and lighting circuits.

E. Use conductor not smaller than 14 AWG for control circuits.

F. Provide 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet (25 m) or as indicated.

G. Conductor sizes are based on copper. Wire shall be copper unless indicated otherwise.

2.02 BUILDING WIRE:

A. Description: Single conductor insulated wire.

B. Conductor: Copper.

C. Insulation Voltage Rating: 600 volts.

D. Insulation: Thermoplastic material rated 90 degrees C.

PART 3 - EXECUTION

3.01 PREPARATION: Completely and thoroughly swab raceway before installing wire.

3.02 INSTALLATION:

A. Route wire and cable as required to meet project conditions.

B. Wire and cable routing indicated is intended to be diagrammatic.

C. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.

D. Include wire and cable of lengths required to install connected devices within 10 ft (3000 mm) of location shown.

E. No wiring shall be installed until the required raceway system, including junction, outlet and device boxes is completed. Install wiring before painting begins and protect against being painted.

F. Branch circuit sizes are noted on the Drawings and must be continuous without reduction in size throughout their length except where connecting to fixtures or devices.

G. Branch circuit wire sizes shall be increased as required where long runs will cause excessive voltage drop per NEC.

H. Install wire and cable in accordance with the NECA "Standard of Installation."

I. Use wiring methods indicated.

J. Pull all conductors into raceway at same time.

K. Use suitable wire pulling lubricant.

L. Neatly train and lace wiring inside boxes, equipment, and panelboards.

M. Clean conductor surfaces before installing lugs and connectors.

N. Make splices, taps, and terminations to carry full capacity of conductors with no perceptible temperature rise. Splices in handholes shall be watertight.

O. Use split bolt connectors for copper conductor splices and taps, #4 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.

P. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.

3.03 FIELD QUALITY CONTROL:

A. Perform field inspection and testing in accordance with Section 01400.

B. Test wiring rated 600 volts and less to verify that no short circuits or accidental grounds exist. Perform insulation resistance tests on wiring No. 4 AWG and larger diameter using an instrument which applies voltage of approximately 500 volts to provide direct reading of resistance. Minimum resistance shall be 25 megohms. Provide test results.

END OF SECTION

SECTION 16131

CONDUIT

PART 1 - GENERAL

1.01 SECTION INCLUDES: Conduit, fittings and conduit bodies.

1.02 REFERENCES:

A. ANSI C80.5 - American National Standard Specification for Rigid Aluminum Conduit.

B. NECA (INST) - NECA Standard of Installation; National Electrical Contractors Association.

C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies; National Electrical Manufacturers Association.

D. NEMA TC 2 - Electrical Plastic Conduit (EPC-40 and EPC-80); National Electrical Manufacturers Association.

E. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing; National Electrical Manufacturers Association.

F. NFPA 70 - National Electrical Code, National Fire Protection Association (edition adopted by Authority Having Jurisdiction).

1.03 QUALITY ASSURANCE:

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.04 DELIVERY, STORAGE, AND HANDLING:

A. Accept conduit on site. Inspect for damage.

B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

C. Protect PVC conduit from sunlight.

PART 2 - PRODUCTS

2.01 CONDUIT REQUIREMENTS:

A. Conduit Size: Comply with NFPA 70.

1. Minimum Size: 3/4 inch unless otherwise specified. This minimum size does not apply to flexible conduit.

2.02 METAL CONDUIT:

A. Rigid Aluminum Conduit: ANSI C80.5.

B. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

2.03 LIQUIDTIGHT FLEXIBLE METAL CONDUIT:

A. Description: Interlocked steel construction with PVC jacket.

B. Fittings: NEMA FB 1.

2.04 NONMETALLIC CONDUIT:

A. Description: NEMA TC 2; Schedule 40 PVC where underground,

B. Fittings and Conduit Bodies: NEMA TC 3.

PART 3 - EXECUTION

3.01 EXAMINATION: Verify routing and termination locations of conduit prior to rough-in.

3.02 INSTALLATION:

A. Install conduit in accordance with NECA Standard of Installation.

B. All wiring shall be in conduit. Routing of conduit shown on Drawings is intended to be diagrammatic and where changes are necessary as a result of structural conditions, apparatus, or other causes, routing shall be changed to meet conditions. Conduit risers and offsets are not indicated on Drawings, but are intended to be installed as required. Conduit shall be selected according to location and code requirements.

C. Liquid-tight flexible conduit shall be used for final connections to motors, appliances and vibrating equipment and shall be a maximum of 24-inches in length (regular flexible metal conduit may be used for final connection to interior light fixtures).

D. Flexible Metal Conduit shall only to be used for final connection to equipment with a maximum length of six feet. Nonmetallic flex conduit or tubing shall not be used.

E. Underground conduit or conduit in concrete shall be PVC Schedule 40 (Type-EPC) unless indicated otherwise. Conduit under slab-on-grade shall be buried at least 12" below the vapor barrier. Conduit embedded in concrete slabs, walls, or beams shall not have an outside dimension more than one-third the overall thickness of the concrete in which they are imbedded. Conduit shall not be run lengthwise in footings. PVC conduit shall not be used aboveground unless specifically noted otherwise in the Drawings. Conduit containing signal wires for instruments shall be PVC coated aluminum.

F. All exposed conduit shall be aluminum. All conduits, couplings, and fittings shall have a factory-applied gray or black PVC coating of not less than 20 mils thickness. Conduit supports, channels and mounting apparatus shall be stainless steel or aluminum. Where in contact with soil or concrete, aluminum conduit shall be taped or painted with a bitumastic coating.

G. Per NEC paragraph 300-5 (d), provide warning tape or ribbon 12" above a service lateral conduit that is not encased in concrete.

H. All metallic conduit terminating in outlet, junction or pull boxes and cabinets must terminate with bushing and double locknuts except exposed cast boxes, where they may be omitted. Conduit sizes 1-1/4" and above shall have insulating fiber bushings with double locknuts. Grounding type bushings must be used at points where grounding continuity is broken and at service entrance equipment.

I. Arrange supports to prevent misalignment during wiring installation.

J. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.

K. Do not attach conduit to ceiling support wires.

L. Arrange conduit to maintain headroom and present neat appearance.

M. Route exposed conduit parallel and perpendicular to walls. Do not run conduit exposed in occupied areas unless noted otherwise.

N. Route conduit installed above accessible ceilings parallel and perpendicular to walls.

O. Route conduit in and under slab from point-to-point.

P. Do not cross conduits in slab.

Q. Maintain adequate clearance between conduit and piping.

R. Maintain 12 inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).

S. Cut conduit square using saw or pipecutter; de-burr cut ends.

T. Bring conduit to shoulder of fittings; fasten securely.

U. For conduit installed in floors that are in place before conduit is installed, properly seal around conduit, including any required fire chalk.

V. Install no more than equivalent of four 90 degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one shot bender to fabricate bends in metal conduit larger than 2 inch (50 mm) size.

W. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.

X. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic and expansion joints complete with copper bonding jumper.

Y. Provide suitable pull string in each empty conduit except sleeves and nipples.

Z. Use suitable caps to protect installed conduit against entrance of dirt and moisture.

AA. Ground and bond conduit under provisions of Section 16060.

END OF SECTION

SECTION 16138

BOXES

PART 1 -GENERAL

1.01 SECTION INCLUDES:

A. Wall and ceiling outlet boxes.

B. Floor boxes.

C. Pull and junction boxes.

1.02 REFERENCES:

A. NECA (INST) - NECA Standard of Installation; National Electrical Contractors Association; 1993.

B. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies; National Electrical Manufacturers Association; 1993.

C. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association; 1996.

D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 1997.

E. NFPA 70 - National Electrical Code, National Fire Protection Association (edition adopted by Authority Having Jurisdiction).

1.03 QUALITY ASSURANCE:

A. Conform to requirements of NFPA 70.

B. Products: Provide products listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.01 OUTLET BOXES:

A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.

1. Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch (13 mm) male fixture studs where required.

2. Concrete Ceiling Boxes: Concrete type.

B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs.

2.02 PULL AND JUNCTION BOXES:

A. Sheet Metal Boxes: NEMA OS 1, galvanized steel. Boxes shall be 1 1/2" deep minimum. Boxes to which fixtures are installed shall have studs and straps to support fixture weight.

B. Pull and junction boxes shall be constructed of code gauge galvanized sheet steel and fitted with screw covers held in place with corrosion resistant machine screws.

C. Provide boxes where noted on Drawings or where necessary to facilitate conductor pulling and splicing. Splicing of conductors is to be avoided as much as possible with continuous lengths being preferred. Box sizes shall conform to sizes required by NEC.

D. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:

1. Material: Galvanized cast iron.

2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

PART 3 - EXECUTION

3.01 EXAMINATION: Verify locations and work areas prior to rough-in.

3.02 INSTALLATION:

A. Install boxes in accordance with NECA "Standard of Installation."

B. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.

C. Coordinate installation of outlet boxes for equipment connected under Section 16155.

D. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.

1. Adjust box locations up to 10 feet (3 m) if required to accommodate intended purpose.

E. Maintain headroom and present neat mechanical appearance.

F. Support boxes independently of conduit.

G. Use cast outlet box in exterior locations exposed to the weather and wet locations.

H. Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations.

I. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-to metal box in other locations.

3.03 CLEANING:

A. Clean interior of boxes to remove dust, debris, and other material.

B. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 16155

EQUIPMENT WIRING

PART 1 - GENERAL

1.01 SECTION INCLUDES: Electrical connections to equipment.

1.02 REFERENCES:

A. NFPA 70 - National Electrical Code, National Fire Protection Association (edition adopted by Authority Having Jurisdiction).

1.03 QUALITY ASSURANCE:

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

1.04 COORDINATION:

A. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.

B. Determine connection locations and requirements.

C. Sequence rough-in of electrical connections to coordinate with installation of equipment.

D. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Disconnect Switches: As specified in Section 16412.

B. Flexible Conduit: As specified in Section 16131.

C. Wire and Cable: As specified in Section 16123.

D. Boxes: As specified in Section 16138.

PART 3 - EXECUTION

3.01 EXAMINATION: Verify that equipment is ready for electrical connection, wiring, and energization.

3.02 ELECTRICAL CONNECTIONS:

A. Make electrical connections in accordance with equipment manufacturer's instructions.

B. Make all final power feed connections to starters and/or motorized equipment as indicated or required.

C. Verify all equipment for service and characteristics provided prior to rough-in and connection. Provide a grounding conductor for all equipment connected with flexible conduit and bond to conduit system and metallic frame of equipment.

D. Be responsible for securing and installing proper insulated conductors required for equipment of higher temperature range beyond that of specified branch circuit type.

E. Make conduit connections to equipment using flexible metal conduit. Use liquid tight flexible metal conduit with watertight connectors in damp or wet locations and for all motors and vibrating equipment.

F. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.

G. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

H. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

I. Install terminal block jumpers to complete equipment wiring requirements.

J. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION

SECTION 16412

ENCLOSED SWITCHES

PART 1 - GENERAL

1.01 SECTION INCLUDES:

A. Fusible switches.

B. Nonfusible switches.

1.02 REFERENCES:

A. NECA (INST) - NECA Standard of Installation; National Electrical Contractors Association.

B. NEMA FU 1 - Low Voltage Cartridge Fuses; National Electrical Manufacturers Association.

C. NEMA KS 1 - Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum); National Electrical Manufacturers Association.

D. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association.

E. NFPA 70 - National Electrical Code; National Fire Protection Association (edition adopted by Authority Having Jurisdiction).

1.03 QUALITY ASSURANCE:

A. Conform to requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience and with service facilities within 100 miles (160 km) of Project.

C. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

A. Cutler-Hammer/Eaton Corporation

B. GE Company

C. Square D Company

D. Siemens Corporation

2.02 COMPONENTS:

A. Fusible Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.

1. Externally operable handle interlocked to prevent opening front cover with switch in ON position.

2. Handle lockable in OFF position.

3. Fuse clips: Designed to accommodate NEMA FU1, Class R fuses.

B. Nonfusible Switch Assemblies: NEMA KS 1, Type HD enclosed load interrupter knife switch.

1. Externally operable handle interlocked to prevent opening front cover with switch in ON position.

2. Handle lockable in OFF position.

C. Enclosures: NEMA KS 1.

1. Interior Dry Locations: Type 12.

2. Exterior Locations: As indicated.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Install in accordance with NECA Standard of Installation.

B. Unless otherwise indicated, provide NEMA 3R stainless steel enclosures in corrosive environments.

C. Install fuses in fusible disconnect switches.

D. Apply adhesive tag on inside door of each fused switch indicating NEMA fuse class and size installed.

3.02 FIELD QUALITY CONTROL:

A. Visually and mechanically confirm that safety switch is working.

B. For switches rated 200A and greater, inspect and test in accordance with NETA STD ATS, except Section 4.

C. For switches rated 200A and greater, perform inspections and tests listed in NETA STD ATS, Section 7.5.

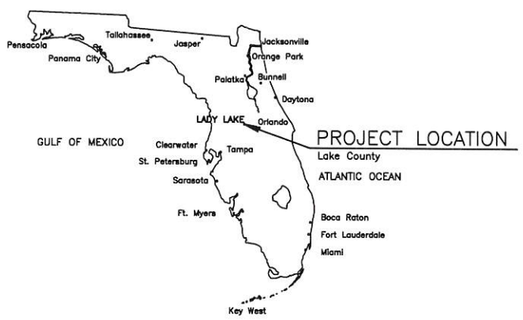
END OF SECTION

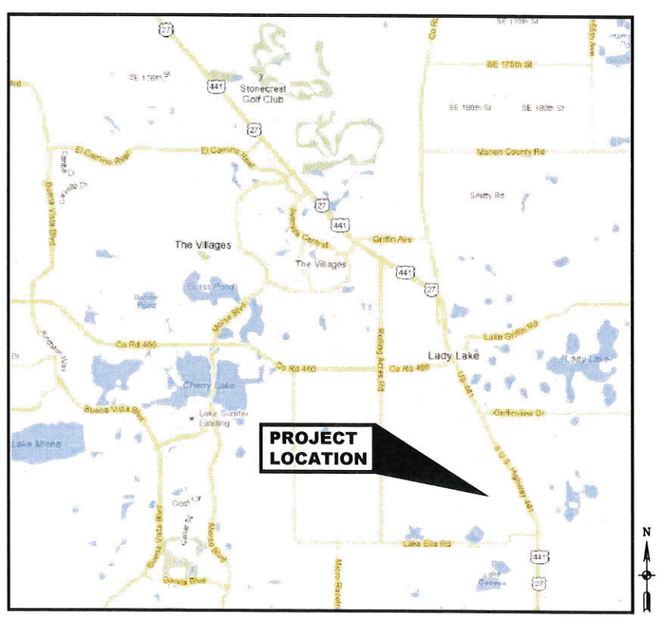
WASTEWATER TREATMENT FACILITY No. 2 AERATION IMPROVEMENTS

FOR

TOWN OF LADY LAKE, FLORIDA

M & A Project No. 9514-25-1





VICINITY MAP

RUTH KUSSARD
MAYOR – WARD 1

DAN VINCENT
MAYOR PRO-TEM – WARD 3

PAUL HANNAN
COMMISIONER – WARD 4

ANTHONY HOLDEN
COMMISIONER – WARD 2

JIM RICHARDS
COMMISIONER – WARD 5

KRISTEN KOLLGAARD
TOWN MANAGER/TOWN CLERK

C.T. EAGLE SR.
PUBLIC WORKS DIRECTOR

MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
580-1 WELLS ROAD, ORANGE PARK, FLORIDA 32073
TEL. (904) 278-0030 FAX. (904) 278-0840 FLORIDA CA No. 6569

JANUARY 2016

DRAWING INDEX

SHEET No.	SHEET TITLE
1.	COVER
2.	GENERAL NOTES, ABBREVIATIONS & LEGEND
3.	PROCESS FLOW DIAGRAM
4.	WWTF SITE PLAN
5.	WWTF YARD PIPING PLAN
6.	INFLUENT STRUCTURE REHAB PLAN & DETAILS
7.	BLOWER SYSTEM MODIFICATIONS
8.	ELECTRICAL – ONE-LINE DIAGRAM & NOTES
9.	ELECTRICAL – PLAN & DETAILS

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GENERAL NOTES

A. GENERAL CONSTRUCTION NOTES

1. EXISTING UNDERGROUND UTILITIES HAVE BEEN SHOWN FROM THE BEST AVAILABLE INFORMATION. CONTRACTOR SHALL FIELD DETERMINE THE LOCATION, SIZE AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND FACILITIES.

2. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, STRUCTURES AND OBSTRUCTIONS BOTH ABOVE AND BELOW THE GROUND SURFACE. ALL DAMAGES RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

3. CONTRACTOR IS RESPONSIBLE FOR SUPPORTING/ PROTECTING & MAINTAINING ALL EXISTING IMPROVEMENTS (i.e., UTILITIES, UTILITY POLES, STRUCTURES, PAVEMENT, SIDEWALKS, MONITORING WELLS, FOUNDATIONS, ETC.) WHICH MAY BE DAMAGED/UNDERMINED OR INTERRUPTED AS A RESULT OF HIS OPERATIONS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY SUCH OCCURRENCES. THE CONTRACTOR MAY BE REQUIRED TO SHORE, SHEET, BRACE, OR SUPPORT WORK TO PROTECT EXISTING IMPROVEMENTS. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 5 FEET OF UNDISTURBED SOIL AROUND ALL POWER POLES. WHERE EDGE OF UTILITY TRENCH WOULD BE CLOSER THAN 5 FEET FROM POLES, CONTRACTOR SHALL BE REQUIRED TO SHEET AROUND POLE TO MAINTAIN 5 FEET OF UNDISTURBED SOIL. WHERE 5 FEET OF UNDISTURBED SOIL CANNOT BE MAINTAINED, CONTRACTOR SHALL MAKE ARRANGEMENTS WITH POWER COMPANY TO HAVE POLES HELD/BRACED. ALL COSTS ASSOCIATED WITH SUPPORTING/PROTECTING EXISTING IMPROVEMENTS SHALL BE BORNE BY THE CONTRACTOR.

4. ALL EXISTING FACILITIES (E.G., PIPES, ROADWAYS, SIDEWALKS, LANDSCAPING, STRUCTURE, ETC.) NOT INDICATED TO BE DISTURBED/RESTORED WHICH ARE DISTURBED/DAMAGED AS A RESULT OF THE CONTRACTORS OPERATIONS SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION, AT CONTRACTOR'S EXPENSE.

5. HORIZONTAL AND VERTICAL CONTROLS ARE SUBJECT TO ADJUSTMENTS IN THE FIELD IF NECESSARY TO AVOID UTILITY CONFLICTS UPON APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE. CONTRACTOR SHALL NOT ADJUST LOCATION OF PIPE OR OTHER FACILITIES (EITHER VERTICALLY OR HORIZONTALLY) WITHOUT APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE.

6. THE CONTRACTOR SHALL EMPLOY THE SERVICES OF A FLORIDA LICENSED SURVEYOR WHO SHALL BE RESPONSIBLE FOR LAYING OUT THE WORK AND FOR ESTABLISHING PROJECT TEMPORARY BENCH MARKS; ELEVATION LINES AND GRADES; AND RIGHT-OF-WAY AND EASEMENT LIMITS FOR CONSTRUCTION. THE FLORIDA LICENSED SURVEYOR SHALL ALSO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED AS A RESULT OF CONTRACTOR'S OPERATIONS.

7. ANY NGVD-'29 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE CONTRACTOR MUST NOTIFY ENGINEER PRIOR TO PROCEEDING AND NOTIFICATION SENT TO: GEODETIC INFORMATION CENTER, MAINTENANCE SECTION, N/CG-162 6001 EXECUTIVE BLVD., ROCKVILLE, MARYLAND 20852 (304)443-8319.

8. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED TO MATCH ADJACENT GRASS TYPE UNLESS INDICATED OTHERWISE ON THE DRAWINGS.

9. DURING ANY CONSTRUCTION ACTIVITY, INCLUDING STABILIZATION AND REVEGETATION OF DISTURBED SURFACES, THE CONTRACTOR IS RESPONSIBLE FOR THE SELECTION, IMPLEMENTATION AND OPERATION OF ALL EROSION AND SEDIMENT CONTROL MEASURES REQUIRED TO RETAIN ON-SITE SEDIMENT AND PREVENT VIOLATIONS OF THE WATER QUALITY STANDARDS IN CHAPTER 62-3 AND 62-4, F.A.C. THE CONTRACTOR SHALL USE APPROPRIATE BEST MANAGEMENT PRACTICES DESCRIBED IN THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DER, 1988). ALL TURBIDITY/SILT BARRIERS MUST BE IN PLACE DOWNGRADIENT FROM THE CONSTRUCTION ZONE PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY. THE TYPE AND PLACEMENT OF THE BARRIERS SHALL CONFORM WITH FDOT INDEXES 102 AND 103. THE BARRIERS SHALL REMAIN IN PLACE UNTIL ALL THE DISTURBED AREAS HAVE BEEN PROPERLY STABILIZED.

10. CONTRACTOR SHALL PROVIDE CONSTANT SLOPE BETWEEN INDICATED PIPE INVERT ELEVATIONS UNLESS OTHERWISE DIRECTED BY ENGINEER.

11. ALL PIPE SHALL HAVE THE FOLLOWING MINIMUM COVER UNLESS OTHERWISE DIRECTED BY ENGINEER.

PVC	(<3-INCH)	30-INCHES
PVC	(3-INCH)	36-INCHES
DIP	(ALL SIZES)	36-INCHES
STEEL	(ALL SIZES)	36-INCHES
RCP	(ALL SIZES)	12-INCHES
CORRUGATED PLASTIC		24-INCHES
ACMP	(ALL SIZES)	18-INCHES

12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT REQUIREMENTS AND THE TOWN OF LADY LAKE STANDARD UTILITY DETAILS AND THE 2010 FLORIDA BUILDING CODE (WITH REVISIONS).

13. ONLY THAT EXCAVATION THAT CAN BE BACKFILLED BY THE END OF THE WORK DAY WILL BE EXCAVATED. NO OPEN TRENCH WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE DAY.

14. THE CONTRACTOR SHALL ADHERE TO ALL FEDERAL, STATE AND LOCAL LAWS.

15. CONTRACTORS RESPONSIBILITY FOR WORK: UNTIL FINAL ACCEPTANCE OF THE WORK BY THE OWNER, IT SHALL BE UNDER THE CHARGE AND CUSTODY OF THE CONTRACTOR AND HE SHALL TAKE EVERY PRECAUTION AGAINST INJURY OR DAMAGE TO THE WORK BY THE ACTION OF THE ELEMENTS OR FROM ANY OTHER CAUSE WHATSOEVER, ARISING EITHER FROM THE EXECUTION OR FROM THE NON-EXECUTION OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD WITHOUT ANY ADDITIONAL COMPENSATION, ALL INJURY OR DAMAGE TO ANY PORTION OF THE WORK OCCASIONED BY ANY OF THE ABOVE CAUSES BEFORE ITS COMPLETION AND ACCEPTANCE.

16. COMPACTION: UNLESS OTHERWISE NOTED, THE REQUIRED PERCENTAGE OF MAXIMUM COMPACTION SHALL BE AS FOLLOWS; (PER MODIFIED PROCTOR MAX. DRY DENSITY, ASTM D 1557)
    - UNDER STRUCTURES AND SLABS- 98%
    - UNDER PAVED AREAS (SUBGRADE) 98%
    - UNDER PAVED AREAS (BELOW SUBGRADE) -95%
    - LANDSCAPED AREAS AND OTHER -90%
    - ADJACENT TO WALLS AND ABOVE FOOTING -92%

17. ALL DEMOLISHED AND EXCESS MATERIALS NOT OTHERWISE CLAIMED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.

18. THE CONTRACTOR SHALL PAY FOR ALL REQUIRED TESTS. GENERALLY, TESTS WILL CONSIST OF COMPACTION AND DENSITY TESTS, L.B.R. TESTS, CONCRETE TESTS (CYLINDER BREAKS), AND ASPHALTIC CONCRETE TESTS. AN ORIGINAL MANUFACTURER'S OR SUPPLIER'S CERTIFICATE THAT THE MATERIAL MEETS THE REQUIREMENTS OF THE SPECIFICATIONS SHALL BE ACCEPTED SUBJECT TO THE VERIFICATION BY THE DESIGN ENGINEER OR DESIGNATED REPRESENTATIVE. NO ADDITIONAL COST TO THE OWNER FOR ANY ASPECT OF THE TEST WILL BE ALLOWED.

19. ALL INCIDENTAL DAMAGE OCCURRING DURING CONSTRUCTION SHALL BE THE CONTRACTORS RESPONSIBILITY TO CORRECT WITHOUT THE ADDITIONAL COMPENSATION BY THE OWNER. ALL CORRECTIONS SHALL BE ACCOMPLISHED PRIOR TO FINAL CONSTRUCTION ACCEPTANCE BY THE OWNER.

20. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE OWNER WITH "AS-BUILT" DRAWINGS 15 DAYS PRIOR TO SUBSTANTIAL COMPLETION OF CONSTRUCTION. THE DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED AND LICENSED LAND SURVEYOR CERTIFYING AS-BUILT CONDITIONS. ALSO, THE CONTRACTOR SHALL PROVIDE A CDROM OF THE ELECTRONIC CAD FILE (AUTOCAD) OF THE "AS-BUILTS". THE AS-BUILTS SHALL DESCRIBE ALL ABOVE AND BELOW GROUND IMPROVEMENTS AND INCLUDE, BUT NOT BE LIMITED TO: MATERIAL, HORIZONTAL DIMENSIONS, VERTICAL ELEVATIONS, PIPE DIAMETERS, INVERTS, ETC., AND SHALL MEET THE REQUIREMENTS OF THE TOWN OF LADY LAKE BUILDING DEPARTMENT AND REGULATORY AGENCIES.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEYING AND FIELD VERIFICATION OF ALL EXISTING AND PROPOSED WORK AND FOR PROVIDING ADEQUATE FIELD LAYOUT TO PROVIDE THE COMPLETED INFRASTRUCTURE WITHIN THE LIMITS AND LOCATION AS SHOWN AND DETAILED ON THE CONSTRUCTION PLANS.

22. THE CONTRACTOR SHALL CONDUCT THE WORK SO AS TO INTERFERE AS LITTLE AS POSSIBLE WITH OPERATIONS OF THE EXISTING FACILITY. THE CONTRACTOR SHALL DEVELOP A PROGRAM, IN CONSULTATION WITH OWNER'S OPERATING STAFF, WHICH SHALL PROVIDE FOR THE CONSTRUCTION OF AND THE PLACING INTO SERVICE OF THE WORK IN THE MOST ORDERLY MANNER POSSIBLE. ALL WORK OF CONNECTION WITH THE EXISTING FACILITY SHALL BE PLANNED SO AS TO NOT INTERFERE WITH THE EXISTING FACILITY.

ABBREVIATIONS

(WHERE APPLICABLE)

ABBREVIATION	DESCRIPTION
ABS	ACRYLONITRILE BUTADIENE STYRENE
ABV	ABOVE
ACP	ASBESTOS CEMENT PIPE
AFF	ABOVE FINISH FLOOR (REF. ELEV.)
AFG	ABOVE FINISH GRADE (REF. ELEV.)
ALUM	ALUMINUM
ALT	ALTERNATE
APPRX	APPROXIMATE(LY)
ARCH	ARCHITECT(URAL)
ARV	AIR RELEASE VALVE
ASPH	ASPHALT
ASSY	ASSEMBLY
BE	BURIED ELECTRIC
BF	BOTTOM FACE
BFO	BURIED FIBER OPTIC
BFV	BUTTERFLY VALVE
BITUM	BITUMINOUS OR BITUMASTIC
B	BASELINE
BLDG	BUILDING
BLK	BLOCK
BM	BENCH MARK
BOC	BACK OF CURB
BOT	BOTTOM
BT	BURIED TELEPHONE-CABLE
BV	BALL VALVE
BW	BOTH WAYS
C, COND	CONDUIT
CAP	CAPACITY
CATV	CABLE TELEVISION
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
CI	CAST IRON
CIP	CAST IRON PIPE, CAST-IN-PLACE
℄	CENTERLINE
CLF	CHAIN LINK FENCE
CLR	CLEAR OR CLEARANCE
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CNR	CORNER
CO	CLEAN OUT
CONC	CONCRETE
CONT	CONTINUOUS
COORD	COORDINATE
CPLG	COUPLING
CPVC	CHLORINATED POLYVINYL CHLORIDE
CUL	CULVERT
CV	CHECK VALVE
CY	CUBIC YARD
C/C	CENTER TO CENTER
DBL	DOUBLE
DEMO	DEMOLITION
DI	DUCTILE IRON
DIA	DIAMETER
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DOT	DEPARTMENT OF TRANSPORTATION
DR	DRAIN
DW	DRIVEWAY
DWG	DRAWING
E	EAST
EA	EACH
ECC	ECCENTRIC
EF	EACH FACE
EL, ELEV	ELEVATION
ELEC	ELECTRIC(AL)
EMER	EMERGENCY
EP	EDGE OF PAVEMENT
EPDM	ETHYLENE PROPYLENE DIENE MONOMER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EQUIP	EQUIPMENT
ESMT	EASEMENT
EST	ESTIMATE(D)
EW	EACH WAY
EXP	EXPANSION
EX, EXIST	EXISTING
EXT	EXTERIOR
FB	FLAT BAR
FD	FLOOR DRAIN
FDN	FOUNDATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FF	FINISH FLOOR
FH	FIRE HYDRANT
FIG	FIGURE
FIN	FINISH(ED)
FIN GR	FINISH GRADE
FJ	FLANGED JOINT
FL	FLANGE(D)
FM	FORCE MAIN
FPM	FEET PER MINUTE
FPS	FEET PER SECOND
FPT	FEMALE PIPE THREAD
FRP	FIBERGLASS REINFORCED PLASTIC
FT	FOOT OR FEET
F/F	FACE TO FACE
G	GAS MAIN
GAL	GALLON(S)
GALV	GALVANIZED
GIP	GALVANIZED IRON PIPE
GND	GROUND
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GPS	GALLONS PER SECOND
GR	GRADE
GS	GALVANIZED STEEL
GSP	GALVANIZED STEEL PIPE
GV	GATE VALVE
HB	HOSE BIBB
HDPE	HIGH-DENSITY POLYETHYLENE
HGT	HEIGHT
HR	HAND RAIL
HOA	HAND-OFF-AUTO SWITCH
HORIZ	HORIZONTAL
HP	HORSEPOWER
HR	HOUR
HWL	HIGH WATER LEVEL
HWY	HIGHWAY
ID	INSIDE DIAMETER
IF	INSIDE FACE
IN	INCH(ES)
INF	INFLUENT
INT	INTERSECTION
INTR	INTERIOR
INV	INVERT
IP	IRON PIPE
IPS	INTERNATIONAL PIPE STANDARD; IRON PIPE SIZE
JB	JUNCTION BOX
JT	JOINT
K	KIP(1,000 LB)
KVA	KILOVOLT-AMPERE
KW	KILOWATT
L	LEFT
LB	POUND
LF	LINEAR FEET
LP	LIGHT POLE
LWL	LOW WATER LEVEL
MAN	MANUAL(LY)
MAX	MAXIMUM
MCC	MOTOR CONTROL CENTER
MES	MITERED END SECTION
MECH	MECHANICAL
MFR	MANUFACTURE
MG	MILLION GALLON(S)
MGD	MILLION GALLONS PER DAY
MH	MANHOLE
MIN	MINIMUM; MINUTE(S)
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MON	MONUMENT
MPH	MILES PER HOUR
MPT	MALE PIPE THREAD
MTD	MOUNTED
MW	MANWAY; MONITORING WELL
N	NORTH
NE	NORTHEAST
NIC	NOT IN CONTRACT; NOT INCLUDED
NOM	NOMINAL
No, NO	NUMBER
NPT	NATIONAL PIPE THREAD
NPW	NON-POTABLE WATER
NTS	NOT TO SCALE
NW	NORTHWEST
N/A	NOT APPLICABLE
OA	OVERALL DIMENSION
OC	ON CENTER
OD	OUTSIDE DIAMETER
OF	OUTSIDE FACE
OH	OVERHEAD
OHE	OVERHEAD ELECTRIC
O&M	OPERATION AND MAINTENANCE
PAVT, PVMT	PAVEMENT
PC	POINT OF CURVE
PE	PLAIN END
PI	POINT OF INTERSECTION
PL	PLATE
PLF	POUNDS PER LINEAR FOOT
POB	POINT OF BEGINNING
PP	POWER POLE
PPD	POUNDS PER DAY
PPM	PARTS PER MILLION
PRESS	PRESSURE
PRV	PRESSURE REDUCING VALVE
PS	PUMP STATION
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
PSIG	POUNDS PER SQUARE INCH GAUGE
PT	POINT OF TANGENCY
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
PW	POTABLE WATER
PWR	POWER
Q	FLOW
QTY	QUANTITY
R, RAD	RADIUS
RCA	REINFORCED CONCRETE PIPE
RD	ROAD
RED	REDUCER
REBAR	REINFORCING STEEL BARS
REF	REFERENCE
REINF	REINFORCE(D)(ING)(MENT)
REQD	REQUIRED
REST	RESTRAINED
RM	ROOM
RR	RAILROAD
RT	RIGHT
RW	RAW WATER
RWM	RAW WATER MAIN
R/W	RIGHT-OF-WAY
S	SEWER; SOUTH
SAN	SANITARY SEWER
SCHED	SCHEDULE
SE	SOUTHEAST
SECT	SECTION
SF	SQUARE FOOT OR FEET
SHT	SHEET(ED)(ING)
SJ	SLIP JOINT
SLV	SLEEVE
SP	SERVICE POLE, DROP POLE
SPEC	SPECIFICATION
SQ	SQUARE
SR	STATE ROAD
SS	SANITARY SEWER, STAINLESS STEEL
ST	STREET
STA	STATION
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
SW	SOUTHWEST
SWD	SIDEWATER DEPTH
SYM	SYMBOL
SYMM	SYMMETRICAL
S/W	SIDEWALK
TAN	TANGENT
TBM	TEMPORARY BENCH MARK
TC, TOC	TOP OF CONCRETE
TEL, TELE	TELEPHONE
TEMP	TEMPORARY
TF	TOP FACE
TJ	THREADED JOINT
THD	THREAD(ED)
THK	THICK(NESS)
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TOS	TOE OF SLOPE; TOP OF STEEL
TP	TELEPHONE POLE, TOP OF PAVEMENT
TV	TELEVISION
TYP	TYPICAL
T&B	TOP AND BOTTOM
UG	UNDERGROUND
UGE	UNDERGROUND ELECTRIC
UN	UNION
UTIL	UTILITY
V	VOLT(S)
VAR	VARIES
VCP	VITRIFIED CLAY PIPE
VEL	VELOCITY
VERT	VERTICAL
VOL	VOLUME
W	WATER, WEST
WL	WATER LINE
WM	WATER MAIN
WS	WATER SURFACE
WTP	WATER TREATMENT PLANT
WT	WEIGHT
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH
WWTP	WASTEWATER TREATMENT PLANT
W/	WITH
W/O	WITHOUT
XFER	TRANSFER
XFMR	TRANSFORMER
YD	YARD(S)

LEGEND

PROPOSED	EXISTING	
	4"FM	SANITARY FORCE MAIN, SIZE INDICATED
		GATE VALVE
	6"W	WATER MAIN, SIZE INDICATED
	FH	FIRE HYDRANT W/ VALVE
	WM	WATER SERVICE (SIZE VARIES)
		STORMWATER DRAINAGE PIPE & INLET
	TP	TELEPHONE PEDESTAL
	TX	ELECTRIC TRANSFORMER
	MB	MAIL BOX
	18"RCP	STORM DRAIN PIPE
		STORM DRAIN INLET/MES
	83.0	SPOT ELEVATIONS
	PP	POWER POLE/ W/ANCHOR
	LP	UTILITY POLE, LIGHT POLE
	BT	BURIED TELEPHONE
	UGFO	UNDERGROUND FIBER-OPTIC CABLE
	CTV	CABLE TELEVISION
	OHE	OVERHEAD ELEC
	SWALE	SWALE
		RIGHT-OF-WAY
	X	FENCING
		ASPHALT ROADWAY OR DRIVEWAY
		ASPHALT OVERLAY
		CONCRETE DRIVEWAY OR SIDEWALK
		DEMOLISH EXISTING IMPROVEMENT
	98	CONTOUR LINE WITH ELEVATION
		TREE LINE
		TREE (TYPE INDICATED)

DETAIL/SECTION KEY

PROJECT CONTACTS

TYPE	ORGANIZATION	ADDRESS	TELEPHONE	CONTACT PERSON
LINE LOCATIONS	SUNSHINE 811	11 PLANTATION ROAD DeBARY, FLORIDA 32793	(800) 638-4097	CALL 72 HRS BEFORE DIGGING
ELECTRIC	PROGRESS ENERGY	4359 SE MARICAMP RD. OCALA, FL 34480	(352) 694-8811	YANI MIKADIS ENGINEERING DEPARTMENT
TELEPHONE	CENTURY LINK	314 SE BROADWAY, ST. OCALA, FL 34471	(352) 368-8763	CRAIG HAGER
CABLE T.V.	COMCAST CABLEVISION	8130 CR 44, LEG A LEESBURG, FLORIDA 34788	(352) 315-8528	BILL GRAHAM
WATER & SEWER	TOWN OF LADY LAKE	136 SKYLINE DRIVE LADY LAKE, FLORIDA 32159	(352) 751-1526	THOMAS "BUTCH" GOODMAN UTILITIES SUPERVISOR
OWNER	TOWN OF LADY LAKE	136 SKYLINE DRIVE LADY LAKE, FLORIDA 32159	(352) 751-1526	C.T. EAGLE PUBLIC WORKS DIRECTOR
DESIGN ENGINEER	MITTAUER & ASSOCIATES, INC.	580-1 WELLS ROAD ORANGE PARK, FL 32073	(904) 278-0030	JASON SHEPLER, P.E.

NO	DATE	BY	REVISION DESCRIPTION

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DRWN SJL
PROJ MGR. JRS
DATE 12/1/15
1 INCH

MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
580-1 WELLS ROAD, ORANGE PARK, FLORIDA 32073
TEL (904) 278-0030 FAX (904) 278-0840 FLORIDA CA NO. 6569

TOWN OF LADY LAKE
Wastewater Treatment Facility No. 2 Aeration Improvements
General Notes, Abbreviations & Legend
Lake County, Florida

JOB NO. 9514-25-1
SHEET NO. 2

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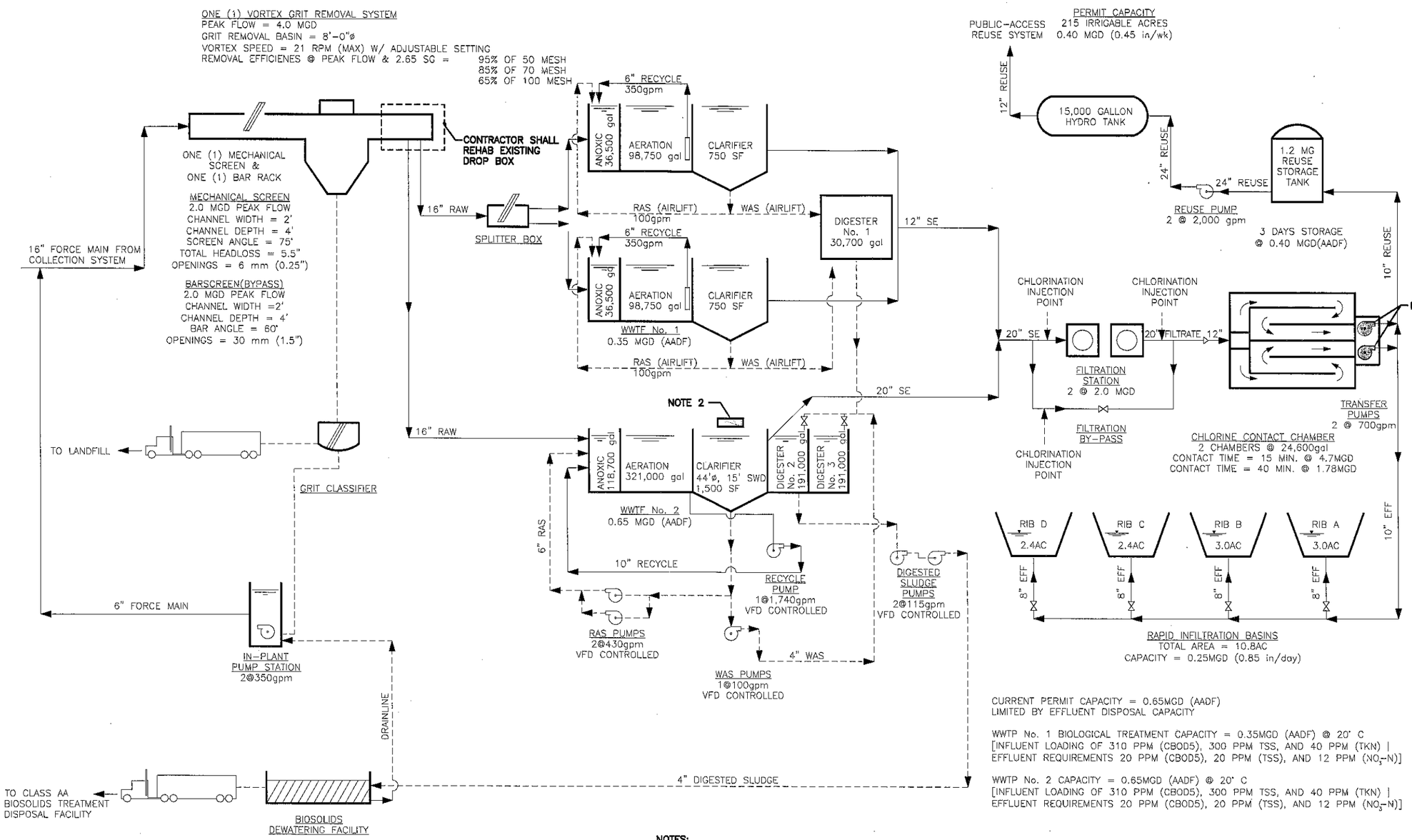

CURRENT PERMIT CAPACITY = 0.65MGD (AADF)
LIMITED BY EFFLUENT DISPOSAL CAPACITY

WWTP No. 1 BIOLOGICAL TREATMENT CAPACITY = 0.35MGD (AADF) @ 20° C
[INFLUENT LOADING OF 310 PPM (CBOD5), 300 PPM TSS, AND 40 PPM (TKN) |
EFFLUENT REQUIREMENTS 20 PPM (CBOD5), 20 PPM (TSS), AND 12 PPM (NO_3-N)]

WWTP No. 2 CAPACITY = 0.65MGD (AADF) @ 20° C
[INFLUENT LOADING OF 310 PPM (CBOD5), 300 PPM TSS, AND 40 PPM (TKN) |
EFFLUENT REQUIREMENTS 20 PPM (CBOD5), 20 PPM (TSS), AND 12 PPM (NO_3-N)]

NOTES:

1. **TWO EXISTING DEMING VERTICAL TURBINE PUMPS. REMOVE EXISTING COLUMN PIPES AND BOWL ASSEMBLIES AND PROVIDE REPLACEMENT COLUMN PIPES AND BOWL ASSEMBLIES. SEE SPECIFICATION SECTION 11215.**
2. **REPLACE EXISTING CLARIFIER DRIVE UNIT. SEE SPECIFICATION SECTION 11216.**

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TEL. (904) 276-0030 FAX. (904) 276-0240
FLORIDA CA NO. 6569

TOWN OF LADY LAKE
Wastewater Treatment Facility No. 2 Aeration Improvements
Process Flow Diagram
Lake County, Florida

JOB NO. 9514-25-1
SHEET NO. 3

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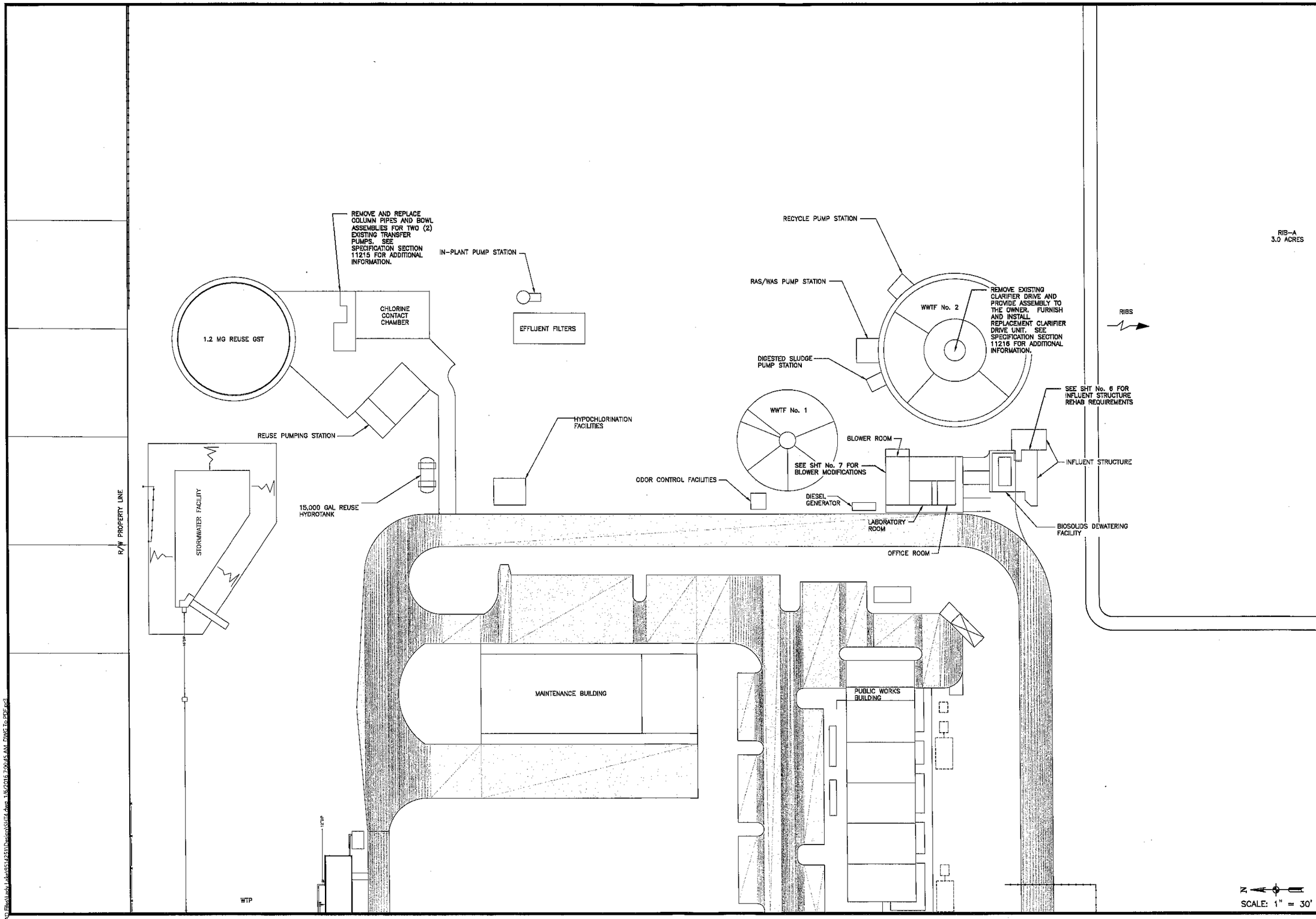

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TOWN OF LADY LAKE
Wastewater Treatment Facility No. 2 Aeration Improvements
WWTF Site Plan
Lake County, Florida

JOB NO. 9514-25-1
SHEET NO. 4

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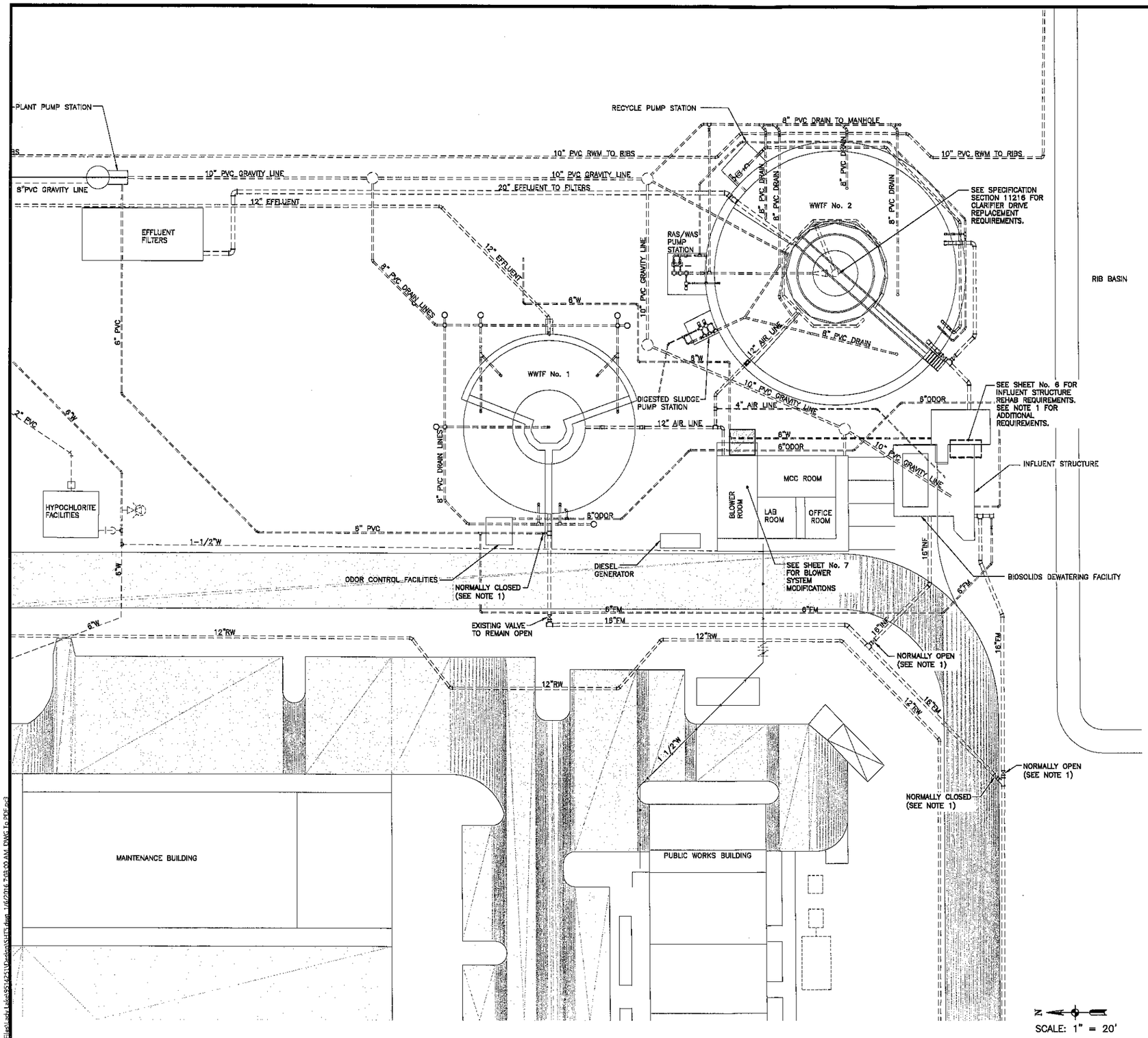

NOTES:

1. THE CONTRACTOR SHALL 'CLOSE' ALL NORMALLY OPEN VALVES & 'OPEN' ALL NORMALLY CLOSED VALVES. THE INFLUENT FLOW AND ALL INTERNAL DRAIN, SIDE STREAM, RETURN LINES, ETC. SHALL BE DIRECTED DIRECTLY TO WWTF No. 1. THE WWTF No. 1 BAR RACK SHALL BE UTILIZED FOR SCREENING WHILE THE INFLUENT STRUCTURE IS REHABILITATED.

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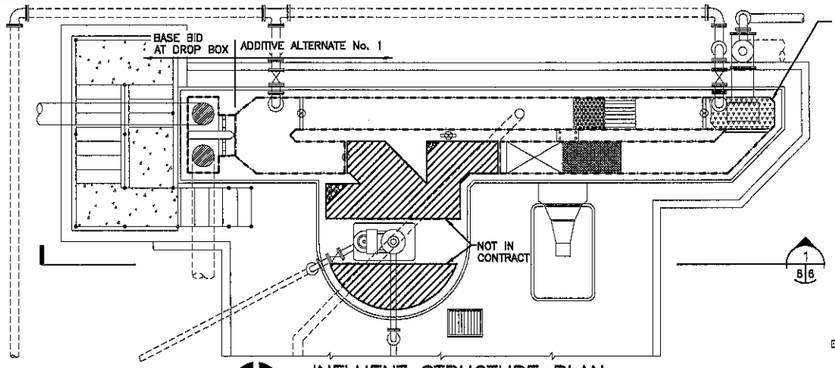
TEL. (904) 276-0030 FAX. (904) 278-0942
FLORIDA CA NO. 6599

TOWN OF LADY LAKE
Wastewater Treatment Facility No. 2 Aeration Improvements
WWTF Yard Piping Plan
Lake County, Florida

JOB NO. 9514-25-1
SHEET NO. 5

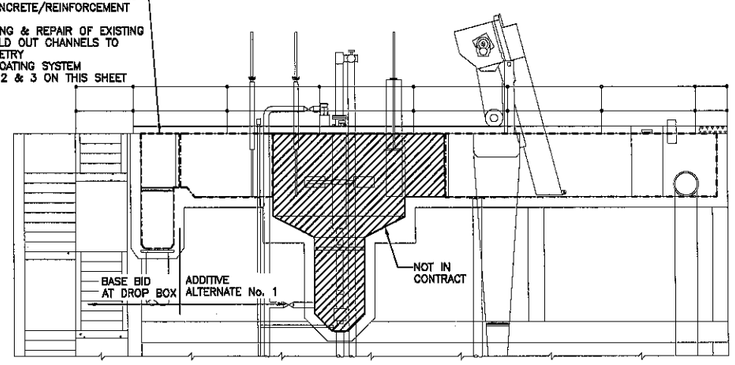


INFLUENT STRUCTURE PLAN

NTS

AT DROP BOX:

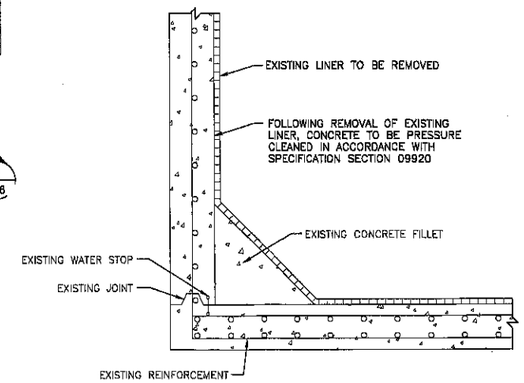
- REMOVE EXISTING COATING/LINER
- BLAST/CLEAN INTERIOR CONCRETE IN ACCORDANCE WITH SPECIFICATION 09920
- REPAIR ALL CONCRETE/REINFORCEMENT DEFICIENCIES
- FOLLOW CLEANING & REPAIR OF EXISTING CONCRETE, BUILD OUT CHANNELS TO ORIGINAL GEOMETRY
- INSTALL NEW COATING SYSTEM
- SEE DETAIL 1, 2 & 3 ON THIS SHEET



1 INFLUENT STRUCTURE SECTION

6|6

NTS

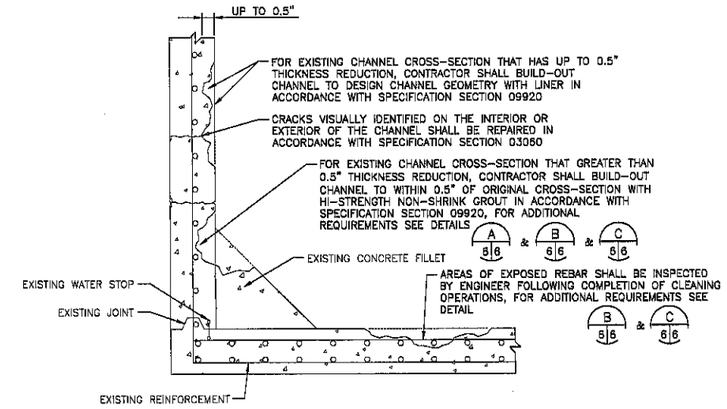


NOTES:

1. CLEAN AND VENTILATE WORK AREA TO ELIMINATE HEALTH AND SAFETY HAZARDS. ALL WORK & INSPECTIONS SHALL BE COMPLETED BY PERSONNEL WITH CONFINED SPACE CERTIFICATIONS.
2. IN ACCORDANCE WITH SPECIFICATION SECTION 09920 REMOVE ALL EXISTING COATINGS AND/OR DETERIORATED CONCRETE DOWN TO A SOUND SUBSTRATE. EXISTING COATING SHALL BE REMOVED PER SSPC-SP 12/NACE 5, VHP WJ-1. THIS INCLUDES ALL VISIBLE SURFACES WITHIN THE STRUCTURE (FLOORS, FILLETS, WALLS, CEILINGS AND SIDES OF OPENINGS). SEE ALSO SPECIFICATION SECTION 03060 & 03310 FOR ADDITIONAL REHABILITATION INFORMATION.
3. AFTER THE INITIAL SURFACE PREPARATION IS COMPLETE IN ACCORDANCE WITH THE SPECIFICATION FOR THE COATING SYSTEM REQUIRED, ALL VISIBLE CRACKS AND ACTIVE SEEPS SHALL BE REPAIRED WITH METHODS AND MATERIALS APPROVED BY THE COATING MANUFACTURER. THIS MATERIAL SHALL BE COMPATIBLE WITH THE ENTIRE REPAIR SYSTEM AND COATING. SEE DETAIL 2 (TYPE A REPAIR) FOR ADDITIONAL REQUIREMENTS.

DETAIL 1: EXISTING CHANNEL SECTION

1" = 1'-0"

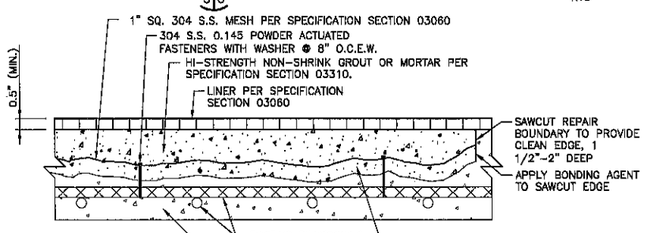


NOTES:

1. MAINTAIN WORK AREA VENTILATION THROUGHOUT THE DURATION OF THE REHABILITATION WORK. ALL WORK & INSPECTIONS SHALL BE COMPLETED BY PERSONNEL WITH CONFINED SPACE CERTIFICATIONS.
2. ALL VISIBLE CRACKS AND ACTIVE SEEPS SHALL BE REPAIRED AND SEALED PRIOR TO FINISHING THE SURFACE PREPARATION AND SUBSEQUENT SPOT REPAIR PER DETAILS A 6|6 & B 6|6 & C 6|6
3. THE FINAL STEP IN SURFACE PREPARATION SHALL BE A WATER FLUSHING AND SURFACE DRYING OF THE ENTIRE AREA TO BE REHABILITATED INCLUDING THE AREA OF THE CRACK AND SEEP REPAIRS, AND REINFORCEMENT REPAIR PER DETAILS A 6|6 & B 6|6 & C 6|6 ANY CONCRETE REPAIR AREAS SHALL HAVE A 28-DAY CURE TIME BEFORE FINAL COATING CAN BE APPLIED.
4. THE PREPARED SURFACE SHALL BE INSPECTED AND ACCEPTED IN ACCORDANCE WITH SPECIFICATION SECTION 09920 PRIOR TO INSTALLATION OF THE COATING SYSTEM.
5. VERTICAL REPAIRS SHALL EMPLOY A CEMENTITIOUS MORTAR SUITABLE FOR THE REPAIR. SEE SPECIFICATION SECTION 03060.

DETAIL 2 (TYPE A REPAIR): EXISTING CHANNEL SECTION REHABILITATION REQUIREMENTS PRIOR TO INSTALLATION OF LINING

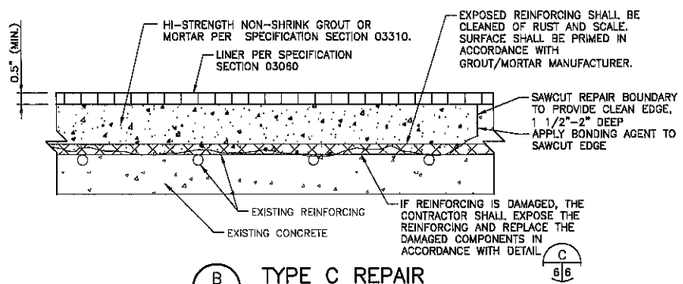
1" = 1'-0"



A TYPE B REPAIR

6|6

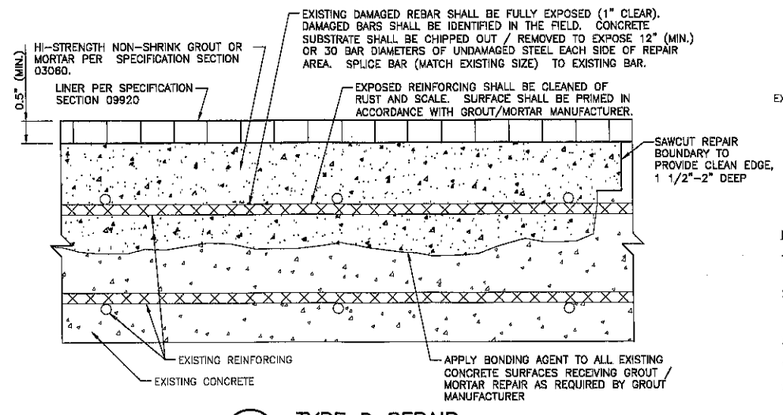
NTS



B TYPE C REPAIR

6|6

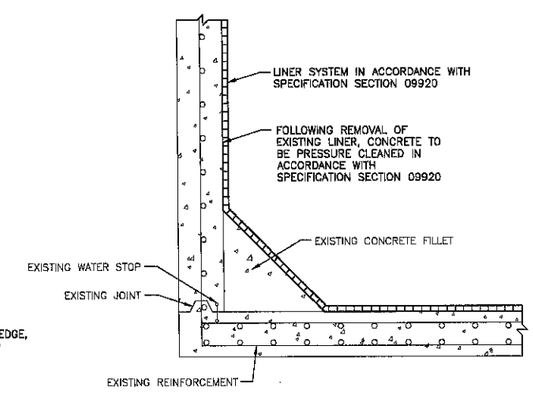
NTS



C TYPE D REPAIR

6|6

NTS



NOTES:

1. MAINTAIN WORK AREA VENTILATION THROUGHOUT THE DURATION OF THE CHANNEL REHABILITATION WORK. ALL WORK & INSPECTIONS SHALL BE COMPLETED BY PERSONNEL WITH CONFINED SPACE CERTIFICATIONS.
2. THE PREPARED SURFACE SHALL BE INSPECTED BY THE COATING MANUFACTURER AND ACCEPTED PRIOR TO APPLYING THE COATING SYSTEM. NO WORK SHALL BE PERFORMED WITHOUT THE DIRECT APPROVAL OF THE COATING MANUFACTURER.
3. THE COATING SYSTEM SHALL BE APPLIED TO A MINIMUM THICKNESS OF 0.5" TO A MAXIMUM OF 1.5".
4. THE ENTIRE COATING SYSTEM SHALL BE CURED AS RECOMMENDED BY THE COATING MANUFACTURER.
5. SEE SPECIFICATION SECTION 09920 FOR ADDITIONAL REQUIREMENTS.

DETAIL 3: INSTALLATION OF LINING

1" = 1'-0"

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FLORIDA CA NO. 6569

TOWN OF LADY LAKE
Wastewater Treatment Facility No. 2 Aeration Improvements
Influent Structure Rehab Plan & Details
Lake County, Florida

JOB NO. 9514-25-1
SHEET NO. 6

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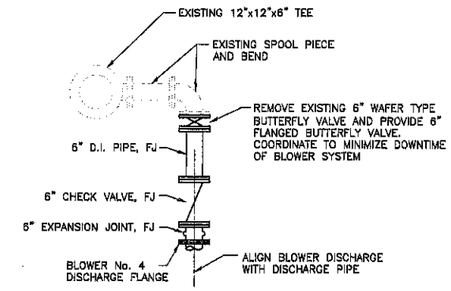
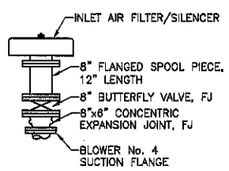
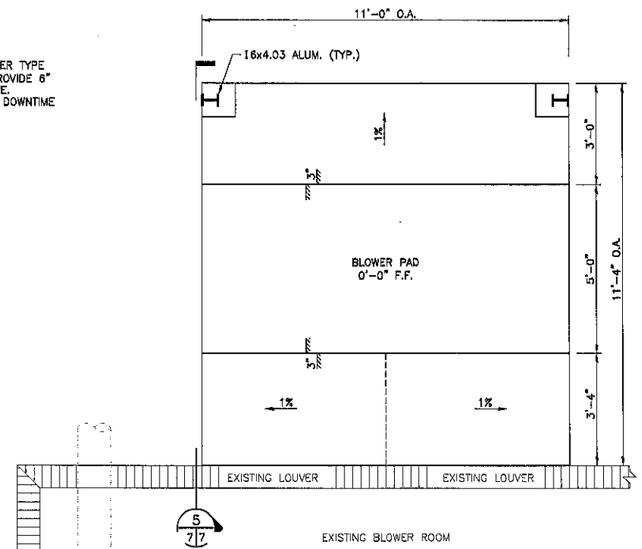


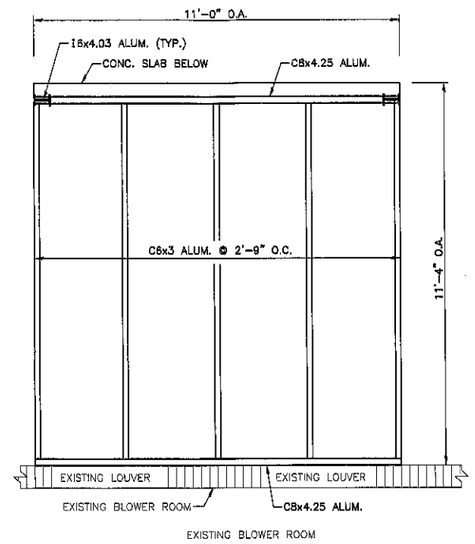
1 / 7|7 DISCHARGE PIPING SECTION
NTS



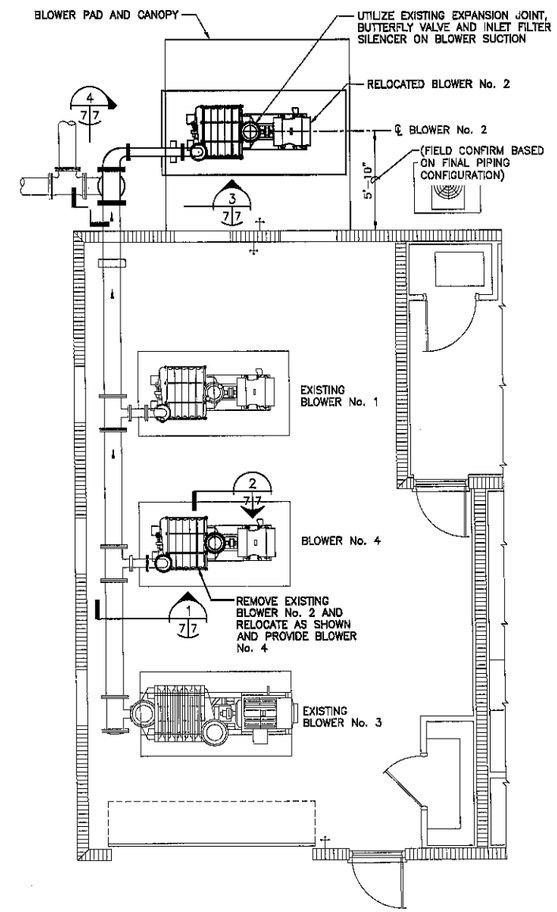
2 / 7|7 SUCTION PIPING SECTION
1/2" = 1'-0"



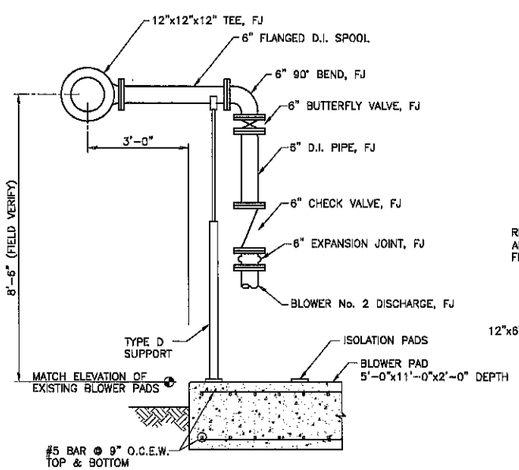
BLOWER FLOOR PLAN
1/2" = 1'-0"



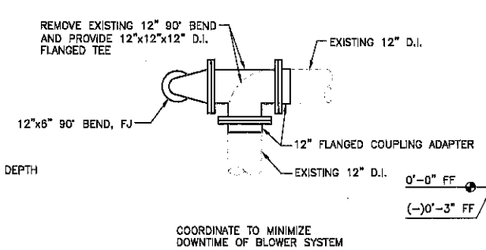
ROOF FRAMING PLAN
1/2" = 1'-0"



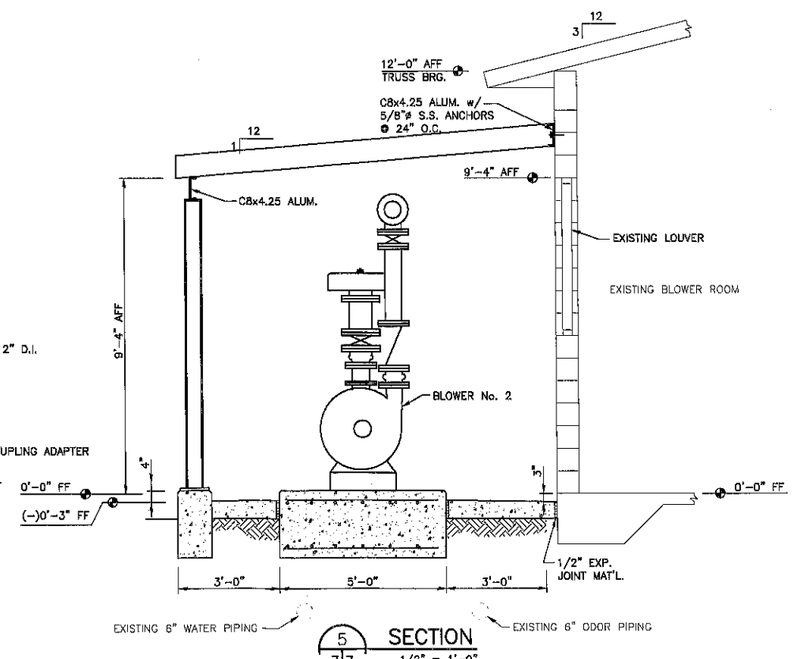
EXISTING BLOWER ROOM PLAN
1/4" = 1'-0"



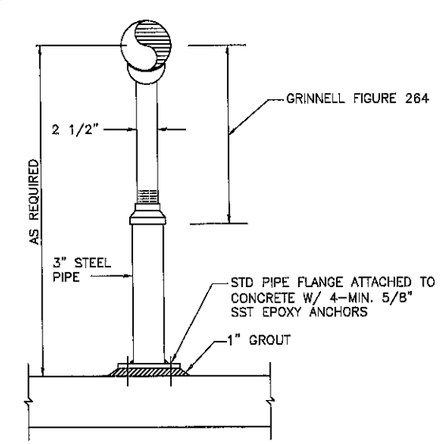
3 / 7|7 SECTION
1/2" = 1'-0"



4 / 7|7 SECTION
1/2" = 1'-0"



5 / 7|7 SECTION
1/2" = 1'-0"



TYPE D PIPE SUPPORT
NTS

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CONSULTING ENGINEERS
580-1 WELLS ROAD, ORANGE PARK, FLORIDA 32073
TEL (904) 278-0030 FAX (904) 278-0840 FLORIDA CA NO. 6565

TOWN OF LADY LAKE
Wastewater Treatment Facility No. 2 Aeration Improvements
Blower System Modifications
Lake County, Florida

JOB NO. 9514-25-1
SHEET NO. 7

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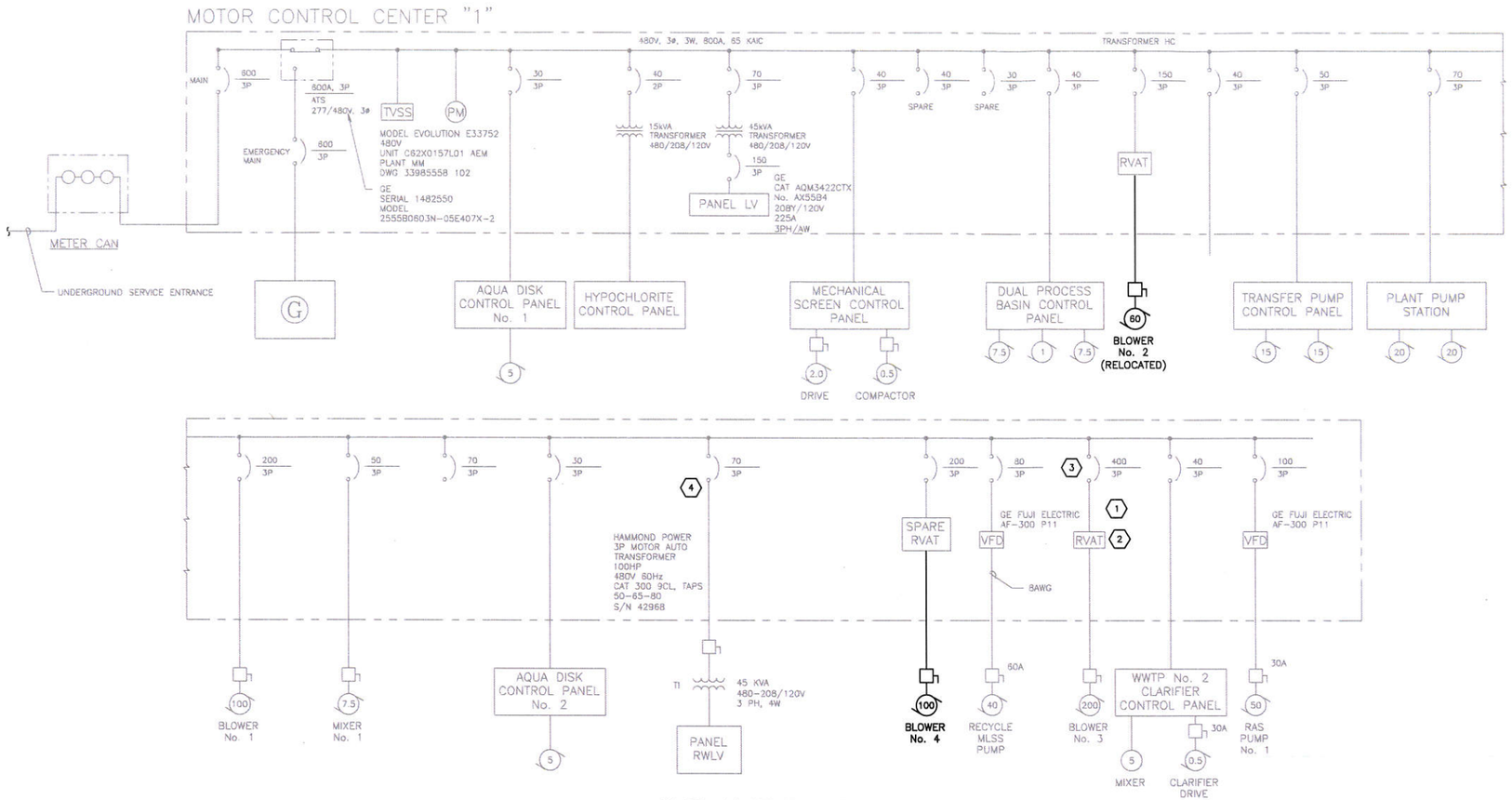
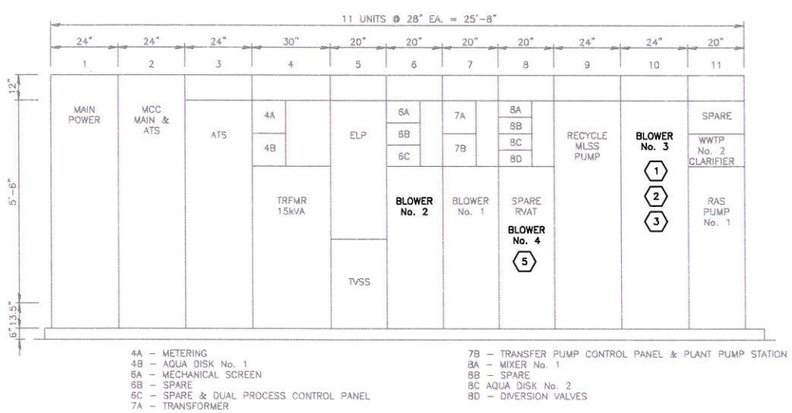


ONE-LINE DIAGRAM

NTS

BOLD REPRESENTS PROPOSED WORK



MOTOR CONTROL CENTER ELEVATION

NTS

GENERAL ELECTRICAL NOTES

1. All construction shall be in accordance with the local Building & Zoning Department requirements and the latest edition of NFPA National Electrical Code.
2. The Contractor shall verify all equipment sizes and power requirements prior to ordering or installing the electrical system.
3. Exposed raceways shall be aluminum with liquidtite flexible metal conduit used for motor connections.
4. No direct burial cable shall be used.
5. All raceways shall contain an equipment grounding conductor sized in accordance with the NEC, Article 250-95.
6. Contractor shall refer to the mechanical drawings and specifications for location of equipment panels and general information to avoid conflicts and omissions.
7. Underground raceways shall utilize PVC conduit.
8. Conduit runs shown may be installed exposed along structures indicated. Provide pull boxes where required and identify all conductors in boxes.
9. Contractor shall coordinate all wire sizes, breaker ratings and equipment ratings to match equipment supplied on this project.
10. There shall not be more than three 90° turns in any conduit run. Provide pull boxes as required.

SPECIFIC NOTES

1. BLOWER No. 3 REMOVED FROM SERVICE
2. PROVIDE NAMEPLATE MARKED "REMOVED FROM SERVICE"
3. PADLOCK CIRCUIT BREAKER IN THE OPEN ("OFF") POSITION
4. PROVIDE NAMEPLATE I.D. FOR THIS UNIT "PANEL RWLV VIA TRANSFORMER T1"
5. PROVIDE NAMEPLATE MARKED "BLOWER No. 4"

LEGEND

———	EXPOSED CIRCUIT
— —	CONCEALED CIRCUIT
——//——	HASHES ARE NO. OF WIRES
	DISCONNECT SWITCH AMPS/POLES/ENCLOSURE
TC	TIME CLOCK EXT, LIGHTS
PS	PRESSURE SWITCH OR PRESSURE TRANSDUCER
H-O-A	HAND-OFF-AUTO-SWITCH
A/B/C	PUMP ALTERNATOR
S	SOLENOID VALVE
C	96 POINT 7-DAY AUTO TIME CLOCK
B4CP	BLOWER No. 4 CONTROL PANEL
EB4MC	EXISTING BLOWER No. 4 MOTOR CONTROLLER
EB2CP	EXISTING BLOWER No. 2 CONTROL PANEL
EB2MC	EXISTING BLOWER No. 2 MOTOR CONTROLLER
ELP	EXISTING LIGHTING PANEL
EPLC	EXISTING PROGRAMMABLE LOGIC CONTROLLER
ETM	ELAPSED TIME HEATER
FLA	FULL LOAD AMPS
FVNR	FULL VOLTAGE NON REVERSING STARTER
MSH	MOTOR SPACE HEATER
RVAT	REDUCED VOLTAGE AUTO TRANSFORMER STARTER
VS	VIBRATION SWITCH
	CIRCUIT BREAKER
	FUSE
	TRANSFORMER
C	CONTROL POWER TRANSFORMER W/ FUSE
	MOTOR STARTER OR RELAY
	PUSH BUTTON START/STOP
LOW	PUSH BUTTON OFF/HIGH/LOW SPEED
A-B	SELECTOR: A, B, A+B
7.5	MOTOR WITH HORSEPOWER SIZE

NO	DATE	BY	REVISION DESCRIPTION

DESG JRS
DRWN SJL
PROJ MGR. JRS
DATE 12/1/15
1 INCH

MITTAUER & ASSOCIATES, INC.
CONSULTING ENGINEERS
580-1 WELLS ROAD, ORANGE PARK, FLORIDA 32073
TEL. (904) 276-0030 FAX: (904) 278-0840 FLORIDA CA No. 6569

TOWN OF LADY LAKE
Wastewater Treatment Facility No. 2 Aeration Improvements
Electrical – One-Line Diagram & Notes
Lake County, Florida

JOB NO. 9514-25-1
SHEET NO. 8

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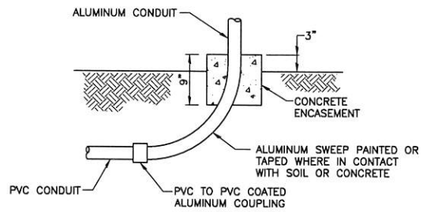
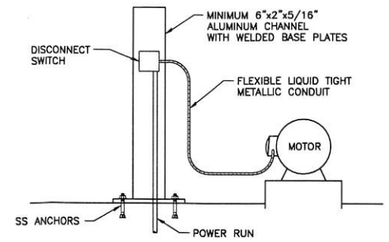


TYPICAL CONDUIT RISER

NTS

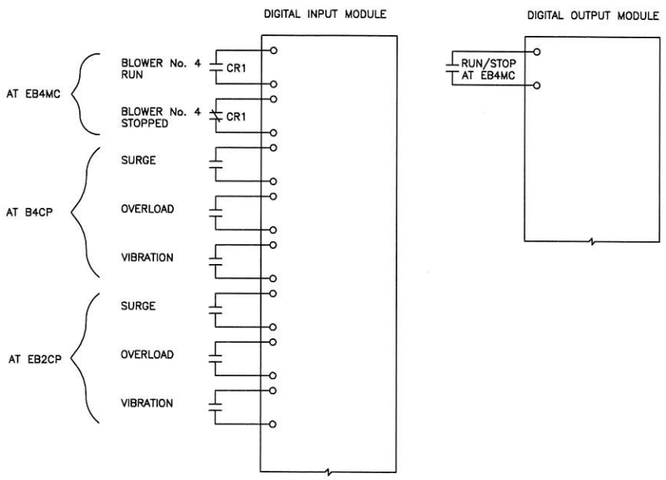


TYPICAL MOTOR CONNECTION

NTS

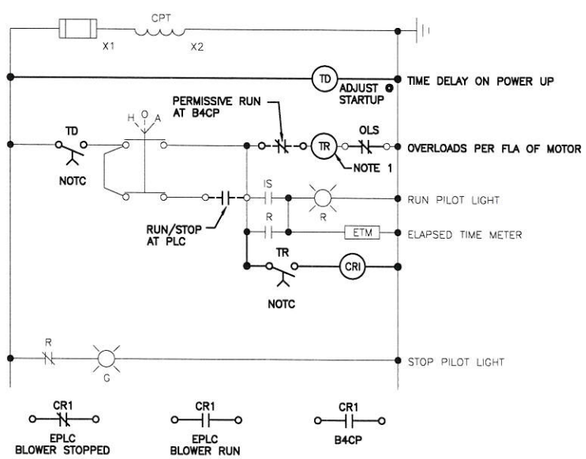
CABLE AND CONDUIT SCHEDULE

		COMMENTS
1	3#1/0 & 1#6G – 2-1/2"C	POWER & GROUND
2	3#2 & 1#6G – 1-1/2"C	POWER & GROUND
3	6#14 & 1#14G – 3/4"C	OVERLOAD, SURGE & VIBRATION
4	2#12 & 1#12G	PROVIDE 1P 20A BREAKER @ ELP
5	4#14 & 1#14G	RUN/STOP AND PERMISSIVE RUN
6	2#10 – 2/4"C	CURRENT TRANSFORMER LEADS
7	2#12 & 1#12G – 3/4"C	MSH
8	4#12 & 1#12G – 3/4"C	MSH AND VS
9	2#14 & 1#14G – 3/4"C	PLC RUN/STOP
10	4#14 & 1#14G – 3/4"C	BLOWER RUNNING, BLOWER STOPPED



EPLC MODIFICATIONS

NTS

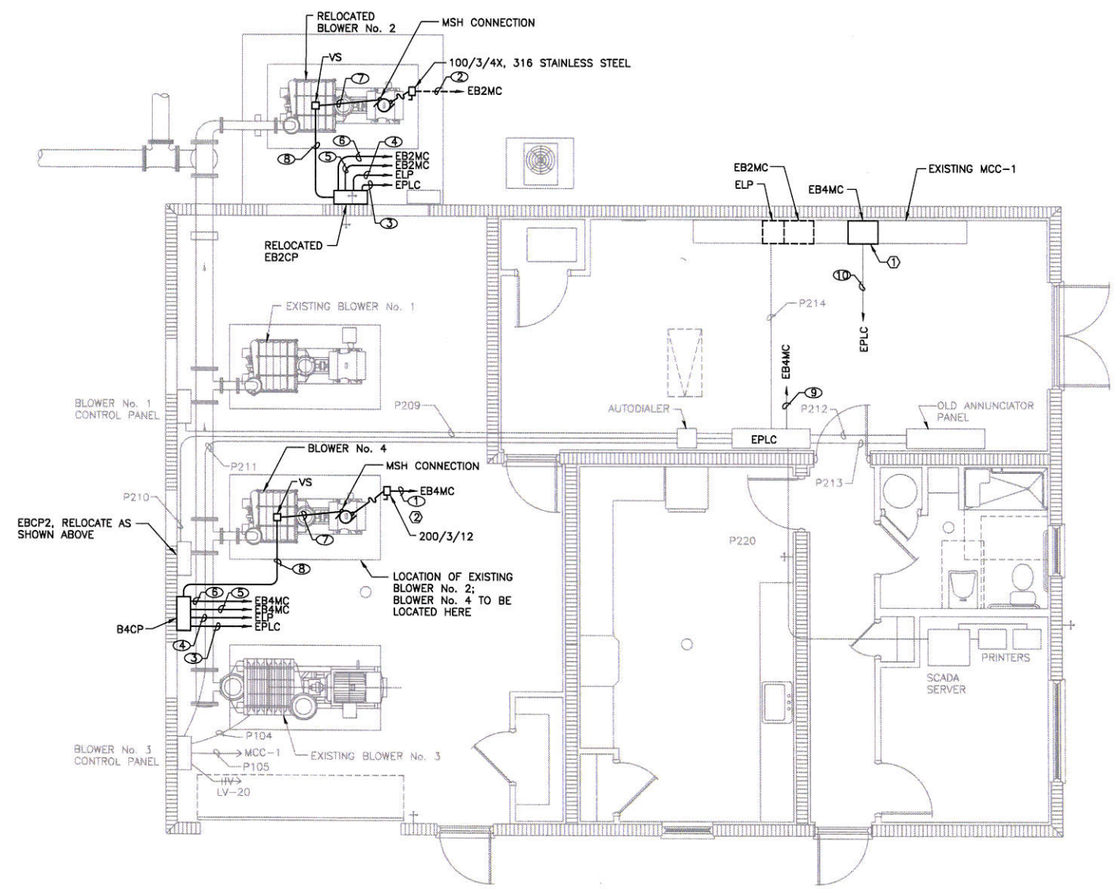


BOLD REPRESENTS PROPOSED WORK

NOTE 1
ADJUST ACCELERATING TIMER (TR) AS NEEDED

CONTROL WIRING DIAGRAM – EB4MC

NTS



SPECIFIC NOTES

1. EXISTING SPARE RVAT
2. REMOVE EXISTING MOTOR LEAD CABLE FOR BLOWER No. 2 FROM EXISTING CONDUIT AND CUT/SEAL CONDUIT AT FLOOR AT BOTH ENDS

EXISTING BLOWER ROOM PLAN

1/4" = 1'-0"

NO	DATE	BY	REVISION DESCRIPTION

DESG JRS
DRWN SJL
PROJ MGR. JRS
DATE 12/1/15
1 INCH

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TOWN OF LADY LAKE
Wastewater Treatment Facility No. 2 Aeration Improvements
Electrical – Plan & Details
Lake County, Florida

JOB NO. 9514-25-1
SHEET NO. 9

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K-6

SPECIAL TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: February 17, 2016 – FINAL READING

SUBJECT: **Ordinance No. 2016-05 – Small Scale Future Land Use Comprehensive Plan Amendment – Sun Communities Operating, LP – Small Scale Future Land Use Comprehensive Plan Amendment from Lady Lake Rural High Density (RHD) to Lady Lake Manufactured Home High Density (MH-HD) for Two Lots of Approximately 2.6 +/- Acres – Located within Water Oaks Country Club Estates within Lake County, Florida- Alternate Keys 1279496 and 1279216.**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff recommends approval of Ordinance No. 2016-05, a Small Scale Comprehensive Plan Amendment – Requesting to Change approximately 2.6 +/- acres of land from Lady Lake Rural High Density (RHD) to Lady Lake Manufactured Home High Density (MH-HD).

On December 22, 2015, applications have been filed with the Town of Lady Lake, by Daniel R. Gibbs with Atwell, LLC, on behalf of Sun Communities Operating LP, to rezone and amend the future land use designation of two lots located within the Water Oak Country Club, approximately 1,150 lineal feet east of the intersection North Highway 27/441 and County Road 25, within Lake County, Florida.

The small-scale comprehensive plan amendment application involves approximately 2.6+/- acres. The proposed small-scale comprehensive plan amendment is to change the future land use designation from Lady Lake Rural High Density (RHD) to Lady Lake Manufactured Home High Density (MH-HD). The applicant is pursuing to rezone these properties to add new home sites and a 3,500 +/- SF Administrative/Sales building with associated parking.

The parcels are identified by Alternate Key numbers 1279496 and 1279216. The applications were reviewed to determine if they are in compliance with the Land Development Regulations (LDRs) and the Lady Lake Comprehensive Plan. It was found that the requested use is consistent with the directives of the Comprehensive Plan and satisfies the necessary criteria as required to meet the requirements of the adopted Town of Lady Lake Land Development Regulations (LDRs). A Concurrency Determination Statement has also been included as part of the Small Scale Comprehensive Plan Amendment Application, which the applicant submitted to explain expected impacts on Town Services.

Concurrency Determination Statement

Water Oak Estates (Sun Communities, Inc.) is proposing to develop the area that was previously an old homestead site. Sun purchased the property in 2004 and it is currently undeveloped. We are proposing to add new home sites (some of which will be used as model homes initially) and a 3,500+/- SF Administrative/Sales building with associated parking.

Impact on Town Services

Potable Water

There is an existing water line along Willow Way. During development, the line will be extended into the proposed site to serve the new homes and the Administrative/Sales building. We will acquire all necessary permits from both the Town and State prior to development.

Sewer

There is existing sewer along Willow Way. During development, the lines will be extended into the proposed site to serve the new homes and the Administrative/Sales building. We will acquire all necessary permits from both the Town and State prior to development.

Schools

Not factored for project. No foreseen impact of students as the project is located within an active adult retirement community.

Transportation

No Impact. The Water Oak Estates Site was originally designed for 1,484 home sites (from Town DRI). The current developed number of home sites is just over 1,100.

Parks and Recreation

The small scale future land use amendment and the rezoning application will not cause P&R Level of Service to be exceeded since, as mentioned above, the development is still well under the original DRI count. Additionally, Water Oak Estates provides its residents with all Park and Recreation Amenities.

Stormwater

Project will be required to adhere to SJRWMD guidelines and the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

The subject properties involve approximately 2.6 ± acres lies in Sections 16 and 17, Township 18 South, Range 24 East in Lake County, Florida. The Future Land Use of the adjacent properties is as follows:

Future Land Use

Subject Properties	Lady Lake Rural High Density (RHD)
Future Land Use of Adjacent Properties	
West	Lady Lake- Manufactured Home High Density (MH-HD)
East	Lady Lake-Manufactured Home High Density (MH-HD)
North	Lady Lake- Manufactured Home High Density (MH-HD)
South	Lady Lake- Manufactured Home High Density (MH-HD)

Comments:

1.) A rezoning application has been submitted concurrently with this Small Scale Future Land Use Amendment Application.

2.) If approved, a Site Plan application will need to be submitted and approved before the Town Commission for the 3,500-square-foot Administrative/Sales Building and parking lot since this improvement qualifies as a Major Development due to meeting the threshold of two thousand (2,000) or more square feet of non-residential floor space.

3.) Trees to be removed as a result of the proposed improvements must adhere to the tree removal processes pursuant to the appropriate sections of Chapter 10- Landscaping and Tree Protection of the Town of Lady Lake Land Development Regulations.

Notices to inform the surrounding property owners was not necessary because the property owner of the two subject parcels and adjacent parcels is the same entity: Sun Communities. On December 28, 2015, a letter was hand-delivered to the Water Oak Administrative Office to provide to Water Oak residents in the event they inquire about the proposed small scale FLU amendment application. The properties were also posted Monday, December 28, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2016-05, provided comments on Monday, January 4, 2016, and determined the application to be complete and ready for transmittal to the P&Z Board.

At the January 11, 2016 meeting, the **Planning and Zoning Board** recommended approval of Ordinance 2016-05 by a vote of 3-0.

The **Local Planning Agency** considered Ordinance 2016-05 on Monday, February 1, 2016, at 5:45 p.m., and voted for approval by a vote of 5-0.

The **Town Commission** considered Ordinance 2016-05 for its first reading at a regular meeting on Monday, February 1, 2016 at 6:00 p.m., and voted for approval by a vote of 5-0.

FISCAL IMPACT: $_____

[ ] Capital Budget **[ ] Operating** **[ ] Other**

ATTACHMENTS: **[X] Ordinance(s)** **[ ] Resolution** **[ ] Budget Resolution**

WT 2-8-2016

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

---

DEPARTMENT HEAD	**Submitted** 2/8/16	**Date**
FINANCE DEPARTMENT	**Approved as to Budget Requirements**	**Date**
TOWN ATTORNEY	**Approved as to Form and Legality**	**Date**
TOWN MANAGER	**Approved Agenda Item for:** 2/17/16	**Date** 2/8/16

BOARD ACTION: **[ ] Approved as Recommended** **[ ] Disapproved**

[ ] Tabled Indefinitely **[ ] Continued to Date Certain**

[ ] Approved with Modification

ORDINANCE NO. 2016-05

AN ORDINANCE PERTAINING TO COMPREHENSIVE PLANNING IN THE TOWN OF LADY LAKE, FLORIDA; AMENDING ORDINANCE NO. 81-1-(83), WHICH ESTABLISHED THE TOWN OF LADY LAKE COMPREHENSIVE PLAN; PROVIDING FOR A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN OF LADY LAKE TOWN COMMISSION:

Section 1. Legislative Findings, Purpose, and Intent.

a. On February 2, 1981, the Town Commission of the Town of Lady Lake adopted a Comprehensive Plan pursuant to Florida Statute 163.3184, known as the "Local Government Comprehensive Planning Act" ("Act"), which sets forth the procedures and requirements for a local government in the State of Florida to adopt a Comprehensive Plan and amendments (to a Comprehensive Plan).

b. The Town Commission adopted the Lady Lake Comprehensive Plan by Ordinance No. 81-1-(83), and amended said Ordinance by Ordinance No. 91-21, approved December 2, 1991, and Ordinance No. 94-16, approved on October 12, 1994.

c. The Town's Local Planning Agency reviewed a proposed amendment to the Future Land Use Map Series of the Town of Lady Lake Comprehensive Plan on February 1, 2016, and recommended to the Town Commission that said amendment be adopted by the Town Commission.

d. The Town Commission has held public hearings on the proposed amendment to the Future Land Use Map Series of the Comprehensive Plan, and received comments from the general public and the Local Planning Agency.

e. The Town of Lady Lake has complied with the requirements of the Act for amending the Comprehensive Plan.

Section 2. Authority.

This ordinance is adopted in compliance with and pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 – 163.3243, Florida Statutes, as amended.

Section 3. Small Scale Amendment to the Future Land Use Element Map Series.

The Comprehensive Plan, as amended, is hereby further amended by amending the Future Land Use Element Map Series with the small scale amendment as indicated below:

Applicant/Owner: Sun Communities Operating LP, Owner
Daniel R. Gibbs with Atwell LLC, Applicant

General Location:	Approximately 1,150 lineal feet east of the intersection of North Highway 27/441 and County Road 25, within Water Oaks Country Club, in Lake County, Florida.
Acres:	2.6 +/- Acres
Future Land Use:	Change **from** Lady Lake Rural High Density (RHD) **to** Lady Lake Manufactured Home High Density (MH-HD).

Graphic representation of this Small Scale Future Land Use Element Map Amendment is shown in the attached "Exhibit A".

Section 4. Severability

The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Effective Date.

This ordinance shall become effective as provided in Chapter 163, Florida Statutes.

PASSED AND ORDAINED this **17th** day of **February, 2016.**

TOWN OF LADY LAKE, FLORIDA

_____
Ruth Kussard, Mayor

ATTEST:

_____
Kristen Kollgaard, Town Clerk

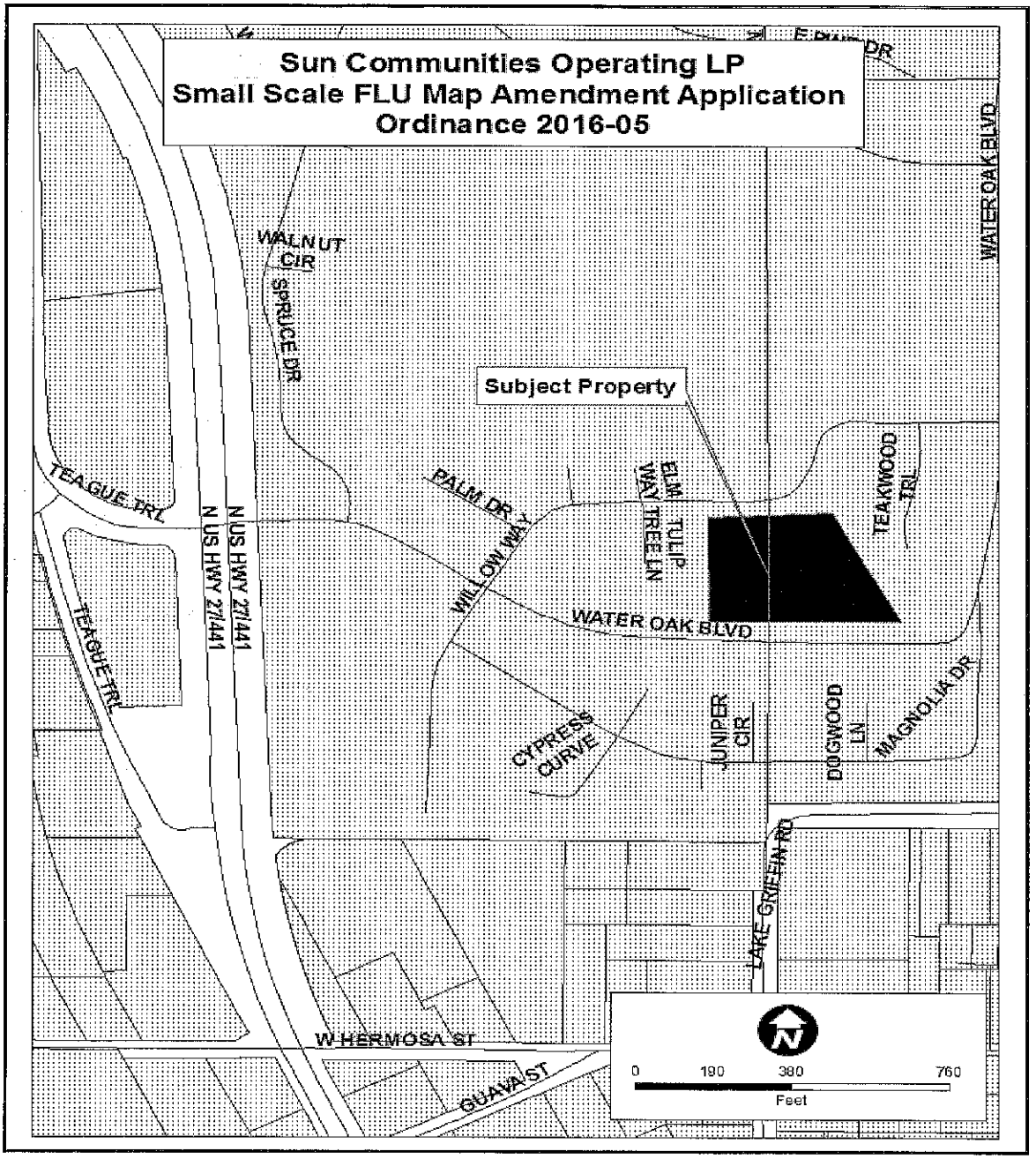
APPROVED AS TO FORM:

_____
Derek Schroth, Town Attorney

EXHIBIT "A" - Legal Descriptions and Map

Alternate Key 1279496; Parcel ID#: 1718240001-000-05400; BEG AT W 1/4 COR OF SEC 16-18-24, RUN S ALONG SEC LINE 91.09 FT, N 89DEG 43MIN 16SEC W 144.46 FT, N 0DEG 25MIN 57SEC W 292.05 FT, N 87DEG 48MIN 04SEC E TO E LINE OF SEC 17, S ALONG SEC LINE TO POB ORB 2712 PG 310 |

Alternate Key 1279216; Parcel ID#: 1618240003-000-02600;
BEG AT W 1/4 COR OF SEC, RUN S ALONG W LINE OF SEC 91.09 FT, S 89DEG 43MIN 16SEC E 321.31 FT, N 28DEG 53MIN 58SEC W 349.39 FT, S 87DEG 48MIN 04SEC W TO W LINE OF SEC, S TO POB ORB 2712 PG 310



APPLICATION FOR SMALL SCALE DEVELOPMENT AMENDMENTS TO THE 2030 COMPREHENSIVE PLAN
Town of Lady Lake

RECEIVED
DEC 22 2015
GROWTH MANAGEMENT DEPT.
TOWN LADY LAKE

Small scale amendments must meet the following criteria of (Ch. 163.3187, F.S.):

- A proposed amendment involving a residential land use may not exceed a density of the (10) units per acre.
- The proposed amendment does not require an amendment to the Urban Service Area boundary.
- The proposed amendment does not involve the same owner's property within 150 feet of property granted a change within the prior twelve (12) months.
- The proposed amendment cannot involve a change to the goals, policies, objectives or text of the Comprehensive Plan.
- Small scale amendment applications will only be accepted until the statutory one-hundred and twenty (120) acre cumulative total is reached.

In addition, staff may determine on a case-by-case basis, which amendments need to be processed as part of the regular amendment cycle.

Applications for small scale amendment accepted Monday through Thursday from 7:30 AM to 6:00 PM. One (1) notarized and eight (8) copies of the application, eight (8) sets of any required exhibits and any attachments, together with an application fee of $1,300.00 (checks made payable to the TOWN OF LADY LAKE) or $2,500.00 when combined with a rezoning application, must be filed with the Growth Management Department, 409 Fennell Boulevard, Lady Lake, Florida. All requests for a fee waiver must be formally approved by the Town of Lady Lake Commission.

Type or Print the following information, if applicable:

Owner(s)/Applicant*	Agent/Applicant
Sun Communities Operating LP	Atwell, LLC (Dan Gibbs)
Address 27777 Franklin Rd	Address 1800 Parkway Place
Suite 200	Suite 700
City Southfield	City Marietta
State MI Zip 48034	State GA Zip 30067
Phone (H)	Phone (H)
Phone (W) Lara Parker (352) 753-3000	Phone (W) (770) 423-0807 x1805
Fax (352) 750-3859	Fax (770) 423-1262

Adopted Future Land Use Designation(s) RHD- Rural High Density
Requested Future Land Use Designation(s) MH-HD - Manufactured Home-High Density

*If someone other than the property owner is submitting this application, then the attached Agent Authorization Form must be completed (Page 5).

PROPERTY LOCATION:

Section	Township	Range
16 & 17	18	24
Subdivision: Water Oak	Block: N/A	Lot/Parcel#: 000100005400 000300002600
Address (if available): 101 Water Oak Blvd, Lady Lake, FL 32159		
Tax Identification Number and Alternate Key #: 17-18-24-0001 0000 5400 (1279496) 16-18-24-0003 0000 2600 (1279216)		
Existing Zoning: AG-1	Anticipated Zoning: MH-9	

NOTE: IF THE ANTICIPATED OR REQUIRED ZONING IS PLANNED DEVELOPMENT, A PRELIMINARY LAND USE PLAN MAY BE REQUIRED PRIOR TO THE LADY LAKE COMMISSION PUBLIC HEARING.

Existing Use of Subject Property: Undeveloped

Proposed Use of the Subject Property: Residential Modular Home Site and an Administration Building with Associated Parking

Total Gross Acreage of Parcel (Including wetlands and water bodies): +/- 2.6 AC

Developable Acreage to be Amended: 2.6 AC

If Conservation Areas (wetlands) or natural water bodies exist on-site, give estimated acreage of each: None

(Submit any previously completed wetland determination studies).

If multiple designations are requested for the subject property, indicate the acreage of each designation and include a map showing the location of each use: N/A

Is this proposal a Certified Lady Lake Affordable Housing Project? Yes_____ No X
(If yes, attach certification).

Has an application for rezoning or other development permit been submitted to the Town?
Yes _____ No X
(If yes, type and date submitted _____).

Has the project/property been subject to any Town action, including a comprehensive plan amendment, within the last five (5) years? Yes_____ No X
(If yes, indicate type and date _____).

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL APPLICANTS:

I, the undersigned, have read the application for an amendment to the Town of Lady Lake Comprehensive Plan and hereby attest that the above referenced information, including attached exhibits, is true and correct to the best of my knowledge and, during the pendency of this application, I understand my continuing obligation to notify the Growth Management Director or his designee in writing of the inaccuracy of any statement or representation which was incorrect when made or which becomes incorrect by virtue of changed circumstances.

DRG

Signature of the Applicant, Property owner or Agent

12/14/15

Date

Daniel R. Gibbs

Printed Name

STATE OF Georgia

COUNTY OF Cobb

THE FOREGOING INSTRUMENT was acknowledged before me this 14th day of December, 2015, by Daniel R. Gibbs, as an individual/officer/agent, on behalf of himself/herself Atwell, LLC, a corporation/partnership. He/she is personally know to me or has produced Driver's License as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, 2015.

Christy Stice

Notary Public

Christy Stice

Printed Name

(SEAL)

Commission No.:

My Commission Expires: 12-06-2016

AGENT AUTHORIZATION FORM

APPLICATION FOR THE SMALL SCALE DEVELOPMENT AMENDMENTS TO THE TOWN OF LADY LAKE COMPREHENSIVE PLAN (CP)

I, (please print property owner's name) _____, as the property owner of the property described below, hereby give my permission for (print agent name) Adwell, LLC (Daniel R. Gibbs) to act as my agent for the purpose of applying for an amendment to the Town of Lady Lake Comprehensive Plan.

Legal description (if applicable):

_____

_____

_____

_____

_____

_____

Signature of the Property Owner _____ Date 12-11-15

Lara Parker, General Manager
Printed Name

STATE OF FLORIDA
COUNTY OF LAKE

THE FOREGOING INSTRUMENT was acknowledged before me this 11 day of December, 2015, by LARA PARKER, as an individual/officer/agent, on behalf of himself/herself WATER OAK Country Club, a corporation/partnership. He/she is personally know to me or has produced Florida Drivers License as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of December, 2015.

Michele Diane McEachern
Notary Public
MICHELE DIANE MCEACHERN
Printed Name
Commission No.: FF088334
My Commission Expires: 02-02-18

(SEAL)

MICHELE DIANE MCEACHERN
MY COMMISSION #FF088334
EXPIRES February 2, 2018
(407) 398-0153 FloridaNotaryService.com

PROPERTY RECORD CARD

General Information

Owner Name:	SUN COMMUNITIES OPERATING LP	**Alternate Key:**	1279216
Mailing Address:	27777 FRANKLIN RD STE 200 SOUTHFIELD, MI 48034 *Update Mailing Address*	**Parcel Number:**	16-18-24-000300002600
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	18.70410
		Trash/Recycling /Water/Info:	*My Public Services Map*
Property Location:	LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	BEG AT W 1/4 COR OF SEC, RUN S ALONG W LINE OF SEC 91.09 FT,| S 89DEG 43MIN 16SEC E 321.31 FT, N 28DEG 53MIN 58SEC W | 349.39 FT, S 87DEG 48MIN 04SEC W TO W LINE OF SEC, S TO POB | ORB 2712 PG 310 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		1.5	AC	$0.00	$31,500.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1047 / 2105	2/1/1990	Warranty Deed	Multi-Parcel	Improved	$55,000.00
1129 / 418	10/1/1991	Warranty Deed	Multi-Parcel	Vacant	$1.00
2712 / 310	11/29/2004	Warranty Deed	Multi-Parcel	Vacant	$1.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$31,500	$31,500	$31,500	5.30510	$167.11
LAKE COUNTY MSTU AMBULANCE	$31,500	$31,500	$31,500	0.46290	$14.58
LAKE COUNTY MSTU FIRE	$31,500	$31,500	$31,500	0.47040	$14.82
SCHOOL BOARD STATE	$31,500	$31,500	$31,500	5.69700	$179.46
SCHOOL BOARD LOCAL	$31,500	$31,500	$31,500	1.50000	$47.25
TOWN OF LADY LAKE	$31,500	$31,500	$31,500	3.55100	$111.86
ST JOHNS RIVER FL WATER MGMT DIST	$31,500	$31,500	$31,500	0.30230	$9.52

PROPERTY RECORD CARD

General Information

Owner Name:	SUN COMMUNITIES OPERATING LP	**Alternate Key:**	1279496
Mailing Address:	27777 FRANKLIN RD STE 200 SOUTHFIELD, MI 48034 *Update Mailing Address*	**Parcel Number:**	17-18-24-000100005400
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	18.70410
		Trash/Recycling /Water/Info:	*My Public Services Map*
Property Location:	101 WATER OAK BLVD LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	BEG AT W 1/4 COR OF SEC 16-18-24, RUN S ALONG SEC LINE 91.09| FT, N 89DEG 43MIN 16SEC W 144.46 FT, N 0DEG 25MIN 57SEC W | 292.05 FT, N 87DEG 48MIN 04SEC E TO E LINE OF SEC 17, S | ALONG SEC LINE TO POB | ORB 2712 PG 310 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		1	AC	$0.00	$42,000.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1047 / 2105	2/1/1990	Warranty Deed	Multi-Parcel	Improved	$1.00
1129 / 418	10/1/1991	Warranty Deed	Multi-Parcel	Improved	$58,000.00
2712 / 310	11/29/2004	Warranty Deed	Multi-Parcel	Improved	$170,000.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$42,000	$42,000	$42,000	5.30510	$222.81
LAKE COUNTY MSTU AMBULANCE	$42,000	$42,000	$42,000	0.46290	$19.44
LAKE COUNTY MSTU FIRE	$42,000	$42,000	$42,000	0.47040	$19.76
SCHOOL BOARD STATE	$42,000	$42,000	$42,000	5.69700	$239.27
SCHOOL BOARD LOCAL	$42,000	$42,000	$42,000	1.50000	$63.00
TOWN OF LADY LAKE	$42,000	$42,000	$42,000	3.55100	$149.14

ATWELL

Water Oak Estates

Justification of Need/Justification Statement

December 17, 2015

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Stormwater

Project will be required to adhere to SJRWMD guidelines and the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

FROM: Daniel R. Gibbs, PE - Project Manager

APPLICANT

SUN COMMUNITIES, INC.

December 17, 2015

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

Via Email
wthen@ladylake.org

Re: Water Oak Rezoning Application

Dear Ms. Then:

Sun Communities, Inc. is the controlling entity for both Sun Communities Finance LP and Sun Communities Operating LP. For the purposes of rezoning the parcels owned by Sun Operating LP (17-18-24-000100005400 & 16-18-24-00300002600) from AG-1 to MH-9, Sun Communities, Inc. has no issues with using the Legal Description Sketch prepared by Atwell, LLC dated 12-15-15 in lieu of a Certified Survey.

Sincerely,

John McLaren
President & Chief Operating Officer

27777 FRANKLIN ROAD, SUITE 200, SOUTHFIELD, MI 48034
(248) 208-2500 • FAX (248) 208-2640

CFN 2004162050
Bk 02712 Pgs 0310 - 311; (2pgs)
DATE: 12/08/2004 09:29:52 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50
DEED DOC 1,190.00

This Document Prepared By and Return to:
R
Jennifer Anderson
Brokers Title of Leesburg, LLC
9738 US Hwy. 441, Suite 103
Leesburg, FL 34788

Parcel ID Number: 16-18-24-0003-000-02600
17 - 18 - 24 - 0001 - 000 - 05400
Grantee #2 TIN:

Warranty Deed

This Indenture, Made this 29th day of November, 2004 A.D., **Between** Edward J. Reposa and Dorothy J. Reposa, husband and wife

of the County of Lake, State of Florida, **grantors,** and Sun Communities Operating Limited Partnership, a Michigan limited partnership
whose address is: 27777 Franklin Road, Ste. 200, Southfield, MI 48034

of the County of , State of Michigan, **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Lake State of Florida to wit:
See Exhibit "A" attached hereto and made a part hereof

Subject to current taxes, easements and restrictions of record.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Paula S. Miller
Printed Name: Paula S. Miller
Witness

Edward J Reposa by Dorothy J Reposa, Attorney-in-Fact (Seal)
Edward J. Reposa by Dorothy J. Reposa, Attorney-in-Fact
P.O. Address: 101 Water Oak Boulevard, Lady Lake, FL 32159

EXHIBIT A

THE FOLLOWING DESCRIBED LAND, SITUATE AND BEING IN LAKE COUNTY, FLORIDA, TO-WIT:

A PARCEL OF LAND IN SECTION 16 AND 17, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 24 EAST, RUN SOUTH 0° 15' 20" EAST ALONG THE WEST LINE OF SAID SECTION 91.09 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 89° 43' 16" EAST 321.31 FEET; THENCE NORTH 28° 53' 58" WEST 349.39 FEET; THENCE SOUTH 87° 48' 04" WEST 299.33 FEET; THENCE SOUTH 00° 25' 57" EAST 292.05 FEET; THENCE SOUTH 99° 43' 16" EAST 144.46 FEET TO THE POINT OF BEGINNING. ALONG WITH AN EASEMENT FOR INGRESS AND EGRESS 10.0 FEET ON EACH SIDE OF THE FOLLOWING-DESCRIBED LINE: COMMENCING AT THE WEST 1/4 CORNER OF THE AFORESAID SECTION 16, RUN SOUTH 71° 07' 08" EAST 285.54 FEET TO THE POINT OF BEGINNING OF SAID LINE; RUN THENCE SOUTH 3° 10' 30" EAST 141.74 FEET; THENCE RUN SOUTH 37° 14' 30" WEST 454.94 FEET; THENCE SOUTH 0° 15' 20" EAST 10.0 FEET MORE OR LESS, TO THE RIGHT OF WAY OF LAKE GRIFFIN STREET AND THE END OF SAID LINE. THE EASEMENT IS
ALSO USED FOR UTILITY TRANSMISSION LINES AND THE OWENRS THEREOF HAVE THE RIGHT TO SURFACE THE EASEMENT AS THE DEEM APPROPRIATE.
TAX PARCEL ID: 17-18-24-0001-00005400
ADDRESS: 101 WATER OAK BLVD.
LADY LAKE, FL 32159

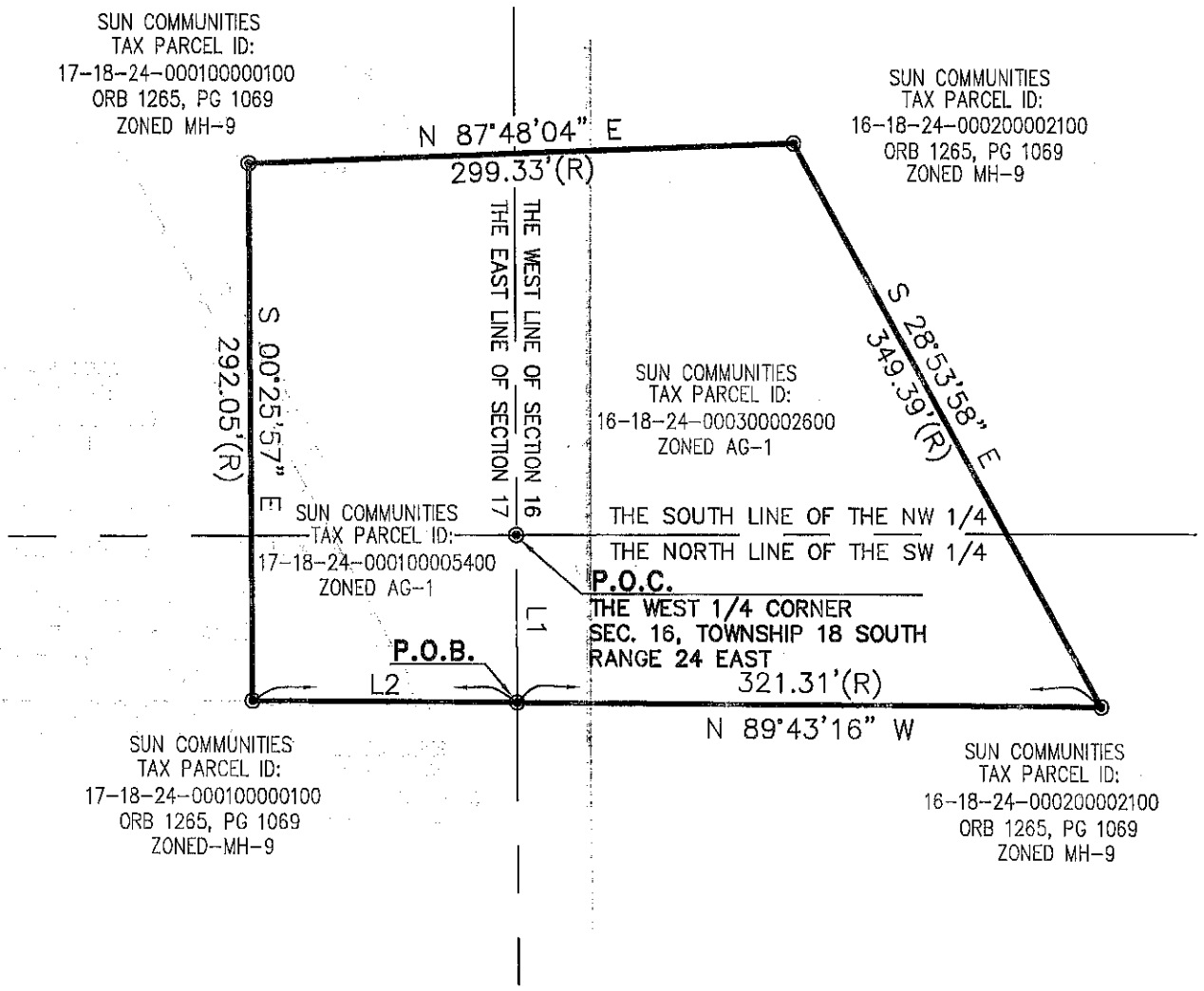
The quality of this image is equivalent to the quality of the original document.

LEGAL DESCRIPTION SKETCH

OF ORB 1047, PG. 2105
FOR SUN COMMUNITIES

SECTIONS 16 & 17, TOWNSHIP 18 SOUTH
RANGE 24 EAST

THIS IS NOT A BOUNDARY SURVEY



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°15'20" W	91.09'
L2	N 89°43'16" W	144.46'

DATE	12-15-15
DR. D.L.A.	CH. D.L.A.
P.M. D.G.	
JOB	15001161
SHEET NO.	1 OF 1

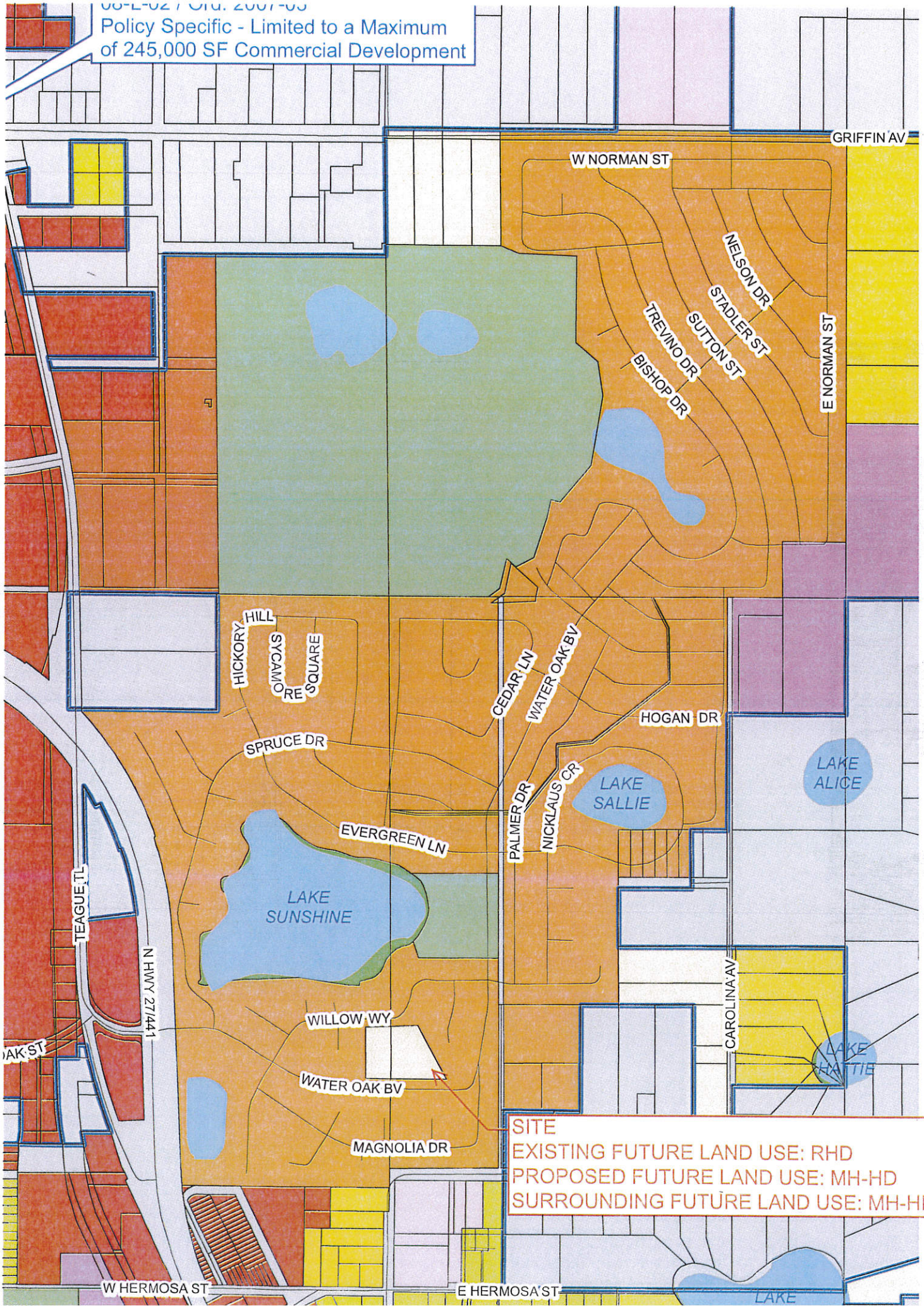
SCALE 0 50 100

1" = 100 FEET

ATWELL
866.850.4200 www.atwell-group.com
1800 PARKWAY PLACE, SUITE 700
MARIETTA, GA
770.423.0807

CAD FILE: DEED SKETCH.DWG

VICINITY MAP


Policy Specific - Limited to a Maximum of 245,000 SF Commercial Development
GRIFFIN AV
W NORMAN ST
NELSON DR
STADLER ST
SUTTON ST
TREVINO DR
BISHOP DR
E NORMAN ST
HICKORY HILL
SYCAMORE SQUARE
CEDAR LN
WATER OAK BV
HOGAN DR
SPRUCE DR
LAKE SALLIE
LAKE ALICE
PALMER DR
NICKLAUS CR
EVERGREEN LN
LAKE SUNSHINE
TEAGUE TL
N HWY 27/441
CAROLINA AV
WILLOW WY
WATER OAK BV
MAGNOLIA DR
SITE
EXISTING FUTURE LAND USE: RHD
PROPOSED FUTURE LAND USE: MH-HD
SURROUNDING FUTURE LAND USE: MH-HD
W HERMOSA ST
E HERMOSA ST

Legend

Future Land Use

- RLD, -- Rural Low Density 1 DU/5 Acres
- RMD, -- Rural Medium Density 1 DU/3 Acres
- RHD, -- Rural High Density, 1 DU/Acre
- SF-LD, -- Single Family-Low Density, Up to 3 DUs/Acre
- MR-LD, -- Mixed Residential-Low Density, Up to 5 DUs/Acre
- SF-MD, -- Single Family Medium Density, Up to 6 DUs/Acre
- MR-MD, -- Mixed Residential-Medium Density Up to 8 DU/Acre
- MH-HD, -- Manufactured Home-High Density, Up to 9 DUs/Acre
- MF-LR, -- Multi-Family-Low Rise, Up to 12 DUs/Acre
- MF-HD, -- Multi-Family-High Density, Max.18 DU/Acre
- MDD-TND, -- Mixed Development/Traditional Neighborhood
- CT, -- Commercial-Tourist Services
- RET, -- Commercial General - Retail Sales & Services
- PS, -- Professional Services
- CW, -- Commercial Wholesale
- I, -- Industrial
- RF, -- Religious Facilities
- GF, -- Government Facilities
- OIF, -- Other Institutional Facilities
- P, -- Recreation
- CON, -- Conservation/Open Space
- ROW, -- Right of Way
- Policy Specific Amendments
- Town Limits
- County Boundary
- Streets
- Parcels
- Lakes

Water Oak Estates – Adjacent Property List

1. AltKey – 1279461
    a. Parcel Number: 171824000100000100
    b. Section: 17
    c. Township: 18
    d. Range: 24
    e. Subdivision: 0001
    f. Owner Name: SUN COMMUNITIES FINANCE LP
    g. Owner Address: 27777 FRANKLIN RD STE 200
    h. Owner City: SOUTHFIELD
    i. Owner State: MI
    j. OwnerZip: 48034
    k. PropertyAddress: 638 HICKORY HILL LADY LAKE FL 32159
    l. PropertyName: WATER OAK COUNTRY CLUB ESTATES

2. AltKey – 1698570
    a. Parcel Number: 161824000200002100
    b. Section: 16
    c. Township: 18
    d. Range: 24
    e. Subdivision: 0002
    f. Owner Name: SUN COMMUNITIES FINANCE LP
    g. Owner Address: 27777 FRANKLIN RD STE 200
    h. Owner City: SOUTHFIELD
    i. Owner State: MI
    j. OwnerZip: 48034
    k. PropertyAddress: 406 PALMER DR LADY LAKE FL 32159
    l. PropertyName: WATER OAK COUNTRY CLUB ESTATES

ATWELL

Water Oak Estates

Justification of Need/Justification Statement

December 17, 2015

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Transportation

No Impact. The Water Oak Estates Site was originally designed for 1,484 home sites (from Town DRI). The current developed number of home sites is just over 1,100.

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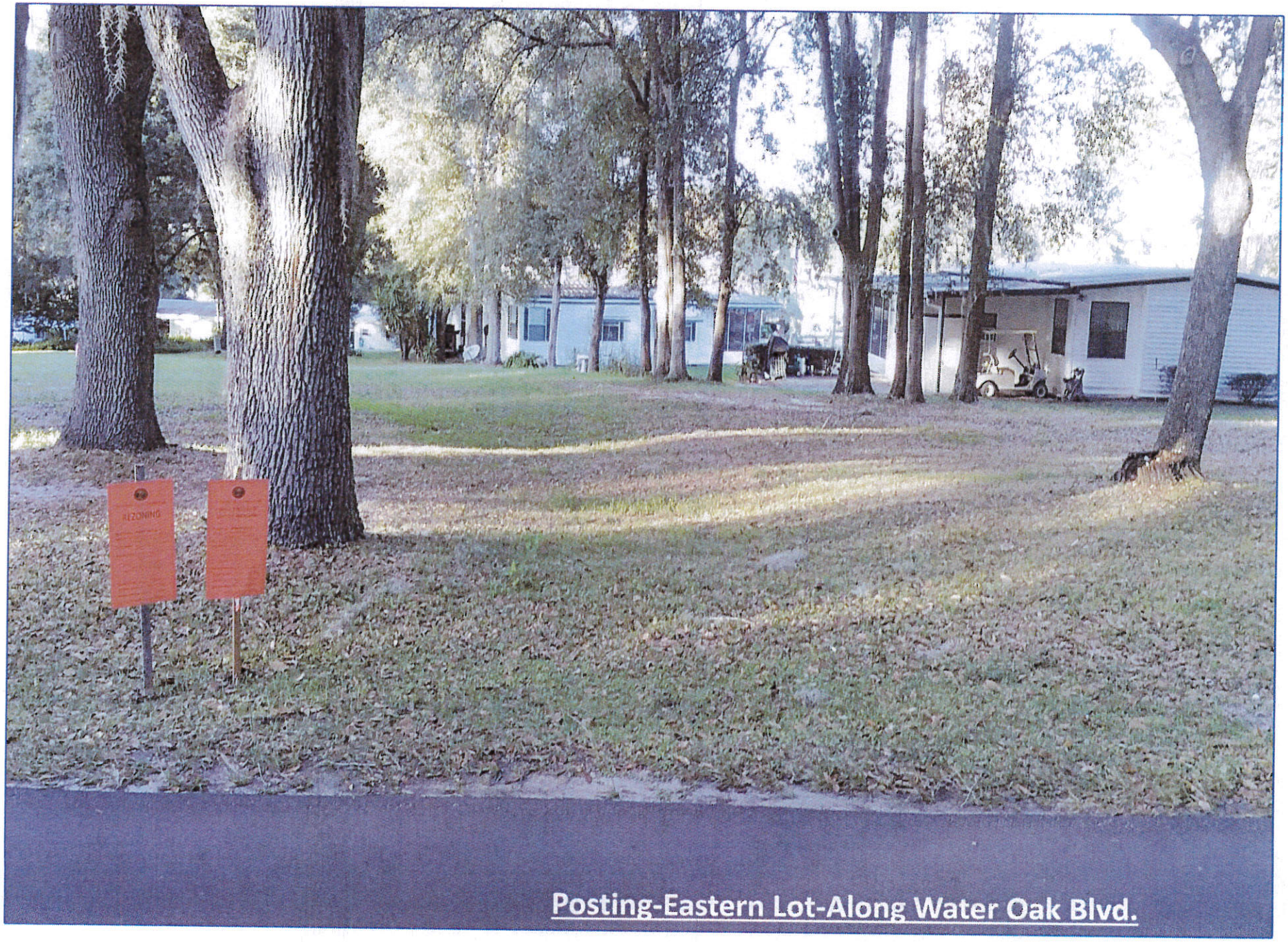
Stormwater

Project will be required to adhere to SJRWMD guidelines and the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

FROM: Daniel R. Gibbs, PE - Project Manager

APPLICANT

Close Up Posting-Eastern Lot



Posting-Eastern Lot-Along Water Oak Blvd.

Eastern Lot- Southwest Bound View.

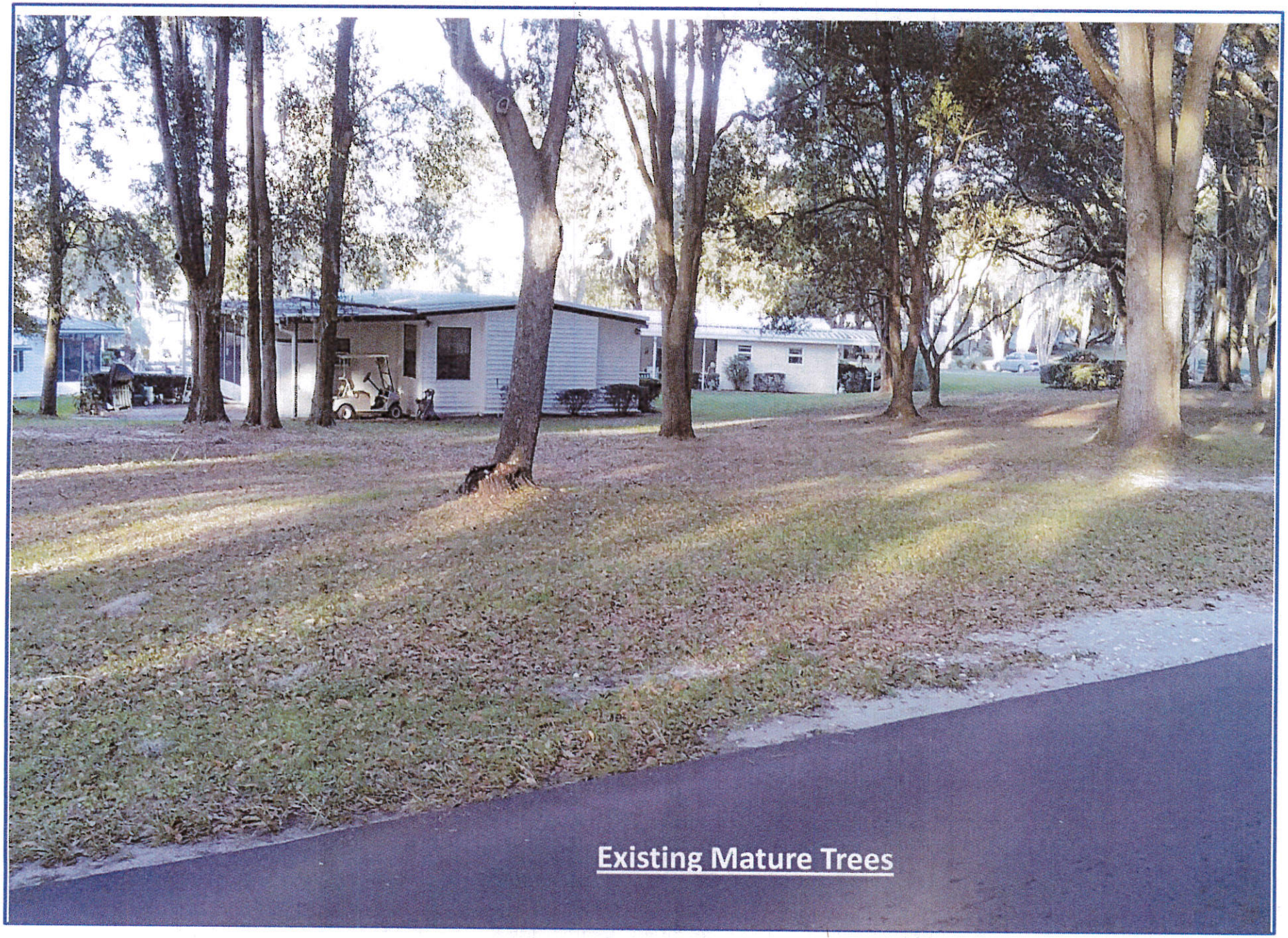
Southwest Bound View-Existing Mature Trees

Southwest Bound View-Existing Mature Trees

Close Up Posting-Western Lot

Northeast Bound View-Western Lot

Existing Condition


Existing Mature Trees

Existing Mature Trees

Existing Mature Trees

SPEED LIMIT
20
Existing Mature Trees

LOCAL PLANNING AGENCY AGENDA ITEM

REQUESTED AGENCY MEETING DATE: February 1, 2016

PLEASE SEE COMMISSION PACKET ITEM #K-10 FOR SUPPLEMENTAL MATERIAL

SUBJECT: **Ordinance No. 2016-05 – Small Scale Future Land Use Comprehensive Plan Amendment – Sun Communities Operating, LP – Small Scale Future Land Use Comprehensive Plan Amendment from Lady Lake Rural High Density (RHD) to Lady Lake Manufactured Home High Density (MH-HD) for Two Lots of Approximately 2.6 +/- Acres – Located within Water Oaks Country Club Estates within Lake County, Florida- Alternate Keys 1279496 and 1279216.**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff recommends approval of Ordinance No. 2016-05, a Small Scale Comprehensive Plan Amendment – Requesting to Change approximately 2.6 +/- acres of land from Lady Lake Rural High Density (RHD) to Lady Lake Manufactured Home High Density (MH-HD).

On December 22, 2015, applications have been filed with the Town of Lady Lake, by Daniel R. Gibbs with Atwell, LLC, on behalf of Sun Communities Operating LP, to rezone and amend the future land use designation of two lots located within the Water Oak Country Club, approximately 1,150 lineal feet east of the intersection North Highway 27/441 and County Road 25, within Lake County, Florida.

The small-scale comprehensive plan amendment application involves approximately 2.6+/- acres. The proposed small-scale comprehensive plan amendment is to change the future land use designation from Lady Lake Rural High Density (RHD) to Lady Lake Manufactured Home High Density (MH-HD). The applicant is pursuing to rezone these properties to add new home sites and a 3,500 +/- SF Administrative/Sales building with associated parking.

The parcels are identified by Alternate Key numbers 1279496 and 1279216. The applications were reviewed to determine if they are in compliance with the Land Development Regulations (LDRs) and the Lady Lake Comprehensive Plan. It was found that the requested use is consistent with the directives of the Comprehensive Plan and satisfies the necessary criteria as required to meet the requirements of the adopted Town of Lady Lake Land Development Regulations (LDRs). A Concurrency Determination Statement has also been included as part of the Small Scale

Comprehensive Plan Amendment Application, which the applicant submitted to explain expected impacts on Town Services.

Concurrency Determination Statement

Water Oak Estates (Sun Communities, Inc.) is proposing to develop the area that was previously an old homestead site. Sun purchased the property in 2004 and it is currently undeveloped. We are proposing to add new home sites (some of which will be used as model homes initially) and a 3,500+/- SF Administrative/Sales building with associated parking.

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Stormwater

Project will be required to adhere to SJRWMD guidelines and the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

The subject properties involve approximately 2.6 ± acres lies in Sections 16 and 17, Township 18 South, Range 24 East in Lake County, Florida. The Future Land Use of the adjacent properties is as follows:

Future Land Use

Subject Properties	Lady Lake Rural High Density (RHD)
Future Land Use of Adjacent Properties	
West	Lady Lake- Manufactured Home High Density (MH-HD)
East	Lady Lake-Manufactured Home High Density (MH-HD)
North	Lady Lake- Manufactured Home High Density (MH-HD)
South	Lady Lake- Manufactured Home High Density (MH-HD)

Comments:

1.) A rezoning application has been submitted concurrently with this Small Scale Future Land Use Amendment Application.

2.) If approved, a Site Plan application will need to be submitted and approved before the Town Commission for the 3,500-square-foot Administrative/Sales Building and parking lot since this improvement qualifies as a Major Development due to meeting the threshold of two thousand (2,000) or more square feet of non-residential floor space.

3.) Trees to be removed as a result of the proposed improvements must adhere to the tree removal processes pursuant to the appropriate sections of Chapter 10- Landscaping and Tree Protection of the Town of Lady Lake Land Development Regulations.

Notices to inform the surrounding property owners was not necessary because the property owner of the two subject parcels and adjacent parcels is the same entity: Sun Communities. On December 28, 2015, a letter was hand-delivered to the Water Oak Administrative Office to provide to Water Oak residents in the event they inquire about the proposed small scale FLU amendment application. The properties were also posted Monday, December 28, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2016-05, provided comments on Monday, January 4, 2016, and determined the application to be complete and ready for transmittal to the P&Z Board.

At the January 11, 2016 meeting, the **Planning and Zoning Board** recommended approval of Ordinance 2016-05 by a vote of 3-0.

Public Hearings

The **Town Commission** is scheduled to consider Ordinance 2016-05 for the second and final reading at a special meeting on Wednesday, February 17, 2016 at 6:00 p.m.

FISCAL IMPACT: $ _____

[ ] Capital Budget **[ ] Operating** **[ ] Other**

ATTACHMENTS: **[X] Ordinance(s)** **[ ] Resolution** **[ ] Budget Resolution**

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

---

1-26-16 **DEPARTMENT HEAD** **Submitted** 1/26/16 **Date**

FINANCE DEPARTMENT **Approved as to Budget Requirements** **Date**

TOWN ATTORNEY **Approved as to Form and Legality** **Date**

TOWN MANAGER **Approved Agenda Item for:** 2/1/16 **Date** 1/26/16

BOARD ACTION: **[✓] Approved as Recommended** HAW/RLC 5-0 **[ ] Disapproved**

[ ] Tabled Indefinitely **[ ] Continued to Date Certain**

[ ] Approved with Modification

cc: THAD - G.M. ✓

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: February 1, 2016 - FIRST READING

SUBJECT: **Ordinance No. 2016-05 – Small Scale Future Land Use Comprehensive Plan Amendment – Sun Communities Operating, LP – Small Scale Future Land Use Comprehensive Plan Amendment from Lady Lake Rural High Density (RHD) to Lady Lake Manufactured Home High Density (MH-HD) for Two Lots of Approximately 2.6 +/- Acres – Located within Water Oaks Country Club Estates within Lake County, Florida- Alternate Keys 1279496 and 1279216.**

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FISCAL IMPACT: $ _____

[ ] Capital Budget **[ ] Operating** **[ ] Other**

ATTACHMENTS: **[X] Ordinance(s)** **[ ] Resolution** **[ ] Budget Resolution**

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

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DEPARTMENT HEAD **Submitted** 1/25/16 **Date**

1-25-2016 **FINANCE DEPARTMENT** **Approved as to Budget Requirements** **Date**

TOWN ATTORNEY **Approved as to Form and Legality** **Date**

TOWN MANAGER **Approved Agenda Item for:** 2/1/16 **Date** 1/25/16

BOARD ACTION: **[✓] Approved as Recommended** VM/RC 5-0 **[ ] Disapproved**

[ ] Tabled Indefinitely **[ ] Continued to Date Certain**

[ ] Approved with Modification

cc: THAD - G.M.

K-7

SPECIAL TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: February 17, 2016 - FINAL READING

SUBJECT: **Ordinance No. 2016-06 – Sun Communities Operating, LP - Rezoning from Lady Lake Agriculture Residential (AG-1) to Lady Lake Manufactured Home High Density (MH-9) for two lots consisting of approximately 2.6 +/- acres of land - Located within Water Oaks Country Club Estates within Lake County, Florida- Alternate Key Numbers 1279496 and 1279216.**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff recommends approval of Ordinance No. 2016-06, a Rezoning Application – Requesting to Change approximately 2.6 +/- acres of land from Lady Lake Agriculture Residential (AG-1) to Lady Lake Manufactured Home High Density (MH-9)

On December 22, 2015, applications have been filed with the Town of Lady Lake, by Daniel R. Gibbs with Atwell, LLC, on behalf of Sun Communities Operating LP, to rezone and amend the future land use designation of two lots located within the Water Oak Country Club, approximately 1,150 lineal feet east of the intersection North Highway 27/441 and County Road 25, within Lake County, Florida.

The rezoning application involves approximately 2.6+/- acres. The applicant is seeking to rezone the property from Lady Lake Agriculture Residential (AG-1) to Town of Lady Lake Manufactured Home High Density (MH-9). The applicant is pursuing to rezone these properties to add approximately +/- 10 new home sites (of which 3 to 5 will be used as model homes initially) and a 3,500+/- SF Administrative/Sales building with associated parking.

The parcels are identified by Alternate Key numbers 1279496 and 1279216. The applications were reviewed to determine if they are in compliance with the Land Development Regulations (LDRs) and the Lady Lake Comprehensive Plan. It was found that the requested use is consistent with the directives of the Comprehensive Plan and satisfies the necessary criteria as required to meet the requirements of the adopted Town of Lady Lake Land Development Regulations (LDRs).

The subject properties lie in Sections 16 and 17, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions and survey information have been included with the submitted application. The zoning designation of the subject properties and adjacent properties are as follows:

ATTACHMENTS: [X] Ordinance(s) [ ] Resolution [ ] Budget Resolution

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

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DEPARTMENT HEAD Submitted 2/8/16 Date

FINANCE DEPARTMENT Approved as to Budget Requirements Date

2-8-16

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER Approved Agenda Item for: Date

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

ORDINANCE NO. 2016-06

AN ORDINANCE REDESIGNATING ZONING CLASSIFICATION FOR CERTAIN PROPERTY BEING 2.6 ± ACRES OF LAND, OWNED BY SUN COMMUNITIES OPERATING LP, REFERENCED BY ALTERNATE KEYS 1279496 AND 1279216, 2 LOTS, WHICH ARE LOCATED WITHIN WATER OAK COUNTRY CLUB WITHIN LAKE COUNTY, FLORIDA; REZONING SUBJECT PROPERTY FROM LADY LAKE AGRICULTURE RESIDENTIAL (AG-1) TO LADY LAKE MANUFACTURED HOME HIGH DENSITY (MH-9); PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on December 2, 1991, the Town of Lady Lake adopted a Comprehensive Plan (Ordinance No. 91-21) pursuant to the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on January 23, 1992, the Florida Department of Community Affairs determined that the Town of Lady Lake Comprehensive Plan was in compliance with the requirements of Chapter 163, Part II, Florida Statutes and Chapter 9J-5, Florida Administrative Code; and

WHEREAS, on August 15, 1994, the Town of Lady Lake adopted the Land Development Regulations of the Town of Lady Lake, Florida, and Official Zoning Map in accordance with the Town of Lady Lake Comprehensive Plan and the requirements of Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Town Commission of the Town of Lady Lake held a public hearing to consider a proposed amendment to the Official Zoning Map and determined that said amendment as proposed is consistent with the Town of Lady Lake Comprehensive Plan and meets the requirements of the Town of Lady Lake's Land Development Regulations.

THEREFORE, BE IT ORDAINED and enacted by the Town Commission of the Town of Lady Lake, in Lake County, Florida:

Section 1. Based upon the petition of certain landowners of property, which is located in Lake County, Florida, and described in Exhibit "A" hereto, a request has been made that the property be zoned "Lady Lake Manufactured Home High Density" (MH-HD). Said petition has been approved by the Town Commission of the Town of Lady Lake in accordance with the Town of Lady Lake Comprehensive Plan, the Land Development Regulations of the Town of Lady Lake, the Charter of the Town of Lady Lake, and the Florida Statutes. The property described in Exhibit "A" hereto is hereby rezoned from "Lady Lake Agriculture Residential" (AG-1) to "Lady Lake Manufactured Home High Density" (MH-9).

Section 2. **Severability.** The provisions of this Ordinance are declared to be separable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. **Effective Date.** This Ordinance shall become effective immediately upon its passage by the Town Commission, except as limited by the provisions of Section 171.06, Florida Statutes, as said provisions pertain to newly annexed property and the final adoption of a Comprehensive Plan Amendment by the Town Commission.

PASSED AND ORDAINED this **17th** day of **February, 2016**, in the regular session of the Town Commission of the Town of Lady Lake, Lake County, Florida, upon the Second/Final Reading.

TOWN OF LADY LAKE, FLORIDA

_____

Ruth Kussard, Mayor

ATTEST:

_____

Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

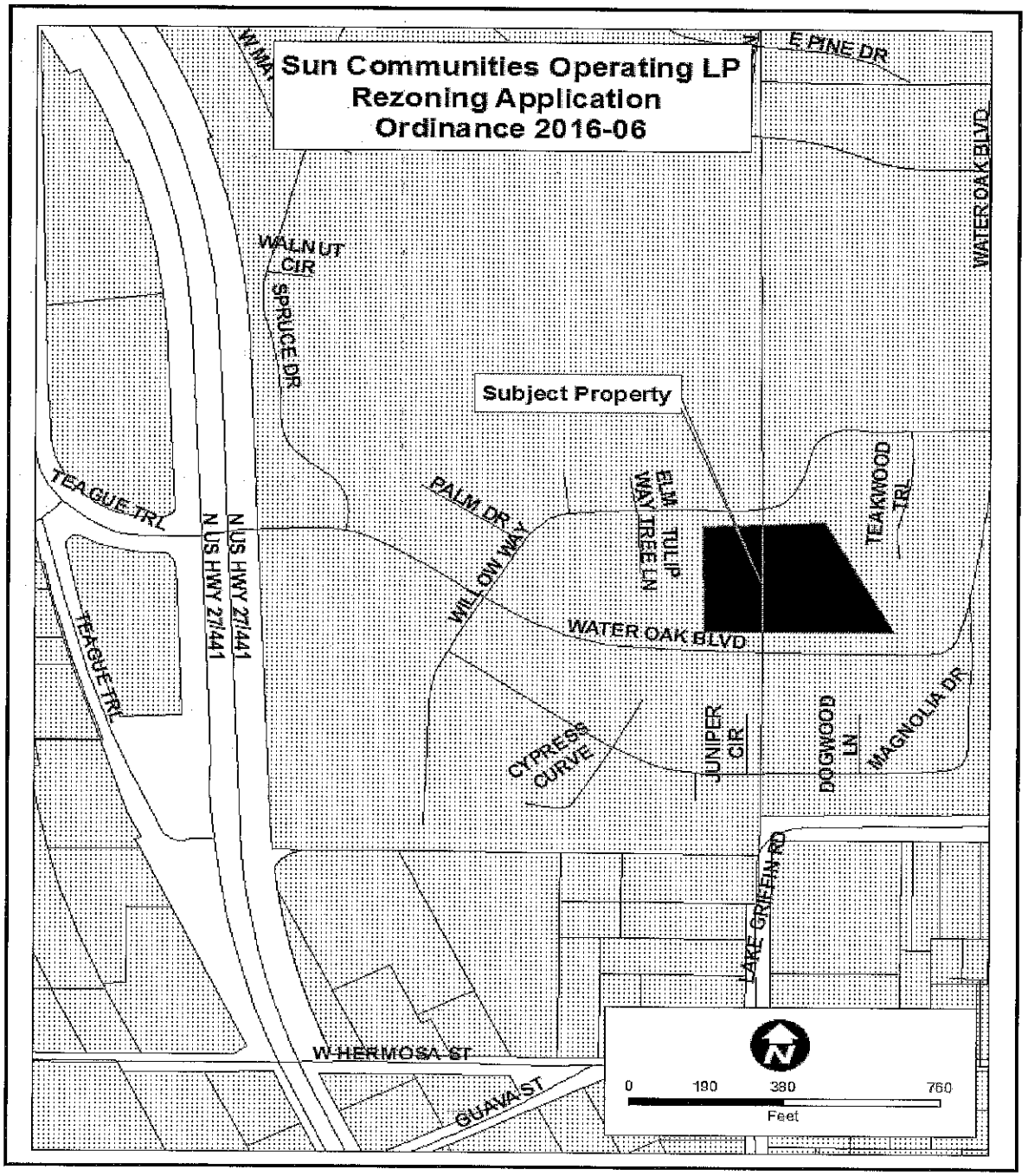
_____

Derek Schroth, Town Attorney

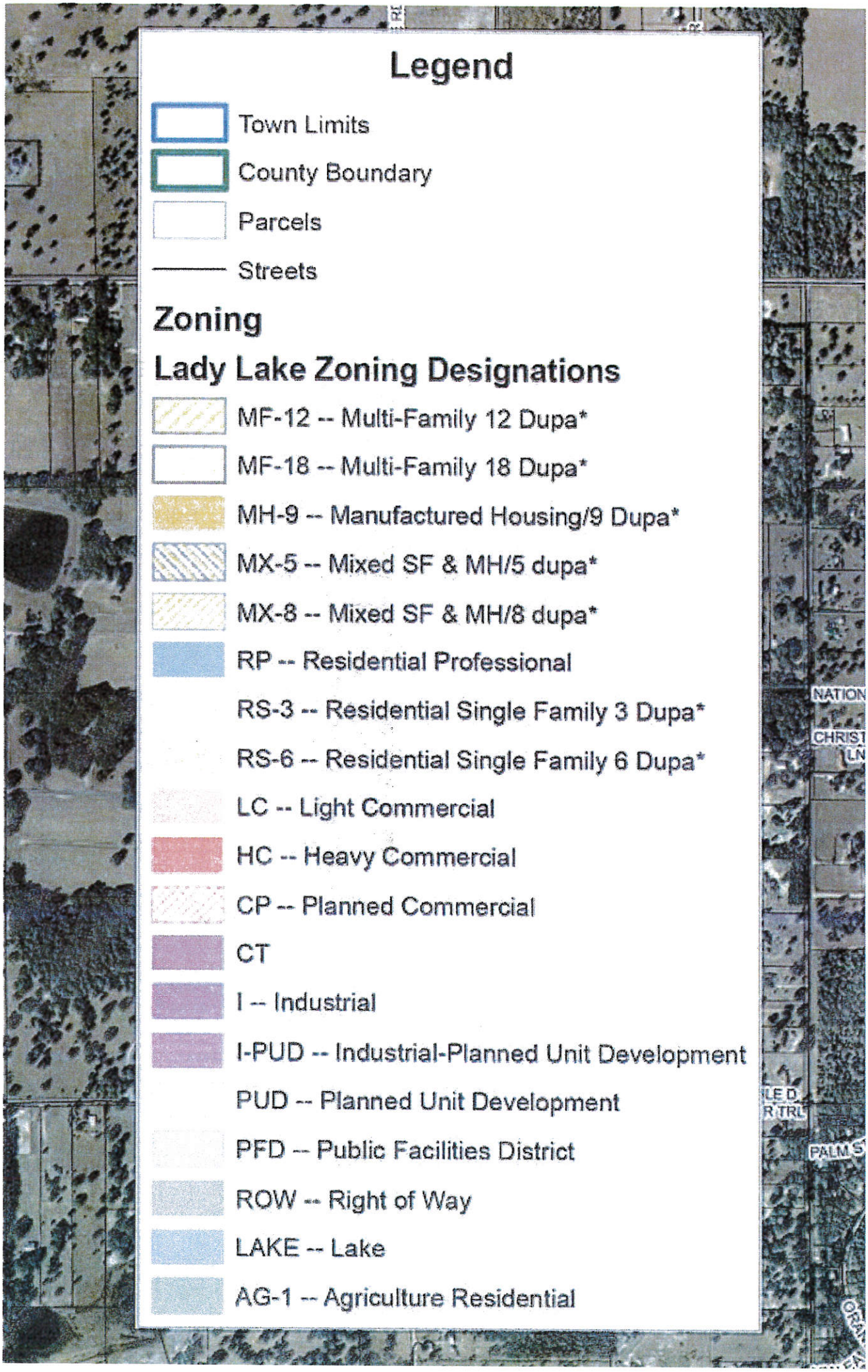
EXHIBIT "A" - Legal Descriptions and Map

Alternate Key 1279496; Parcel ID#: 1718240001-000-05400; BEG AT W 1/4 COR OF SEC 16-18-24, RUN S ALONG SEC LINE 91.09 FT, N 89DEG 43MIN 16SEC W 144.46 FT, N 0DEG 25MIN 57SEC W 292.05 FT, N 87DEG 48MIN 04SEC E TO E LINE OF SEC 17, S ALONG SEC LINE TO POB ORB 2712 PG 310 |

Alternate Key 1279216; Parcel ID#: 1618240003-000-02600; BEG AT W 1/4 COR OF SEC, RUN S ALONG W LINE OF SEC 91.09 FT, S 89DEG 43MIN 16SEC E 321.31 FT, N 28DEG 53MIN 58SEC W 349.39 FT, S 87DEG 48MIN 04SEC W TO W LINE OF SEC, S TO POB ORB 2712 PG 310



FIFTH ST
GRIFFIN AVE
W NORMAN ST
E NORMAN ST
SUTTON ST
GRIMES DR
NOELLER ST
LIETZKE LN
NELSON DR
LLOYD ST
GREEN ST
PEETE ST
STADLER ST
LOPEZ LN
COUPLES ST
BISHOP DR
IRWIN ST
ORANGE BLVD
TREVINO DR
BRADLEY LN
CEDAR LN
LITTLER LN
SANDERS LN
HOGAN DR
HICKORY HILL
SYCAMORE SQUARE
HOLLY CIR
LOCUST
WATER OAK BLVD
PALMER DR
W PINE DR
E PINE DR
SPRUCE
BIRCH ST
W MAPLE DR
EVERGREEN LN
WATSON DR
NICKLAUS CIR
WADKINS LN
PLAYER LN
BAKER ST
WALNUT CIR
SPRUCE DR
TOSKIS DR
BEMEN DR
CAROLINA AVE
TEAKWOOD TRL
PALM DR
TULIP TREE LN
TEAGUE TRL
WILLOW WAY
CYPRESS CIR
MAGNOLIA DR
SITE
EXISTING ZONING: AG-1
PROPOSED ZONING: MH-9
SUROUNDING ZONING: MH-9
MAINE AVE
W HERMOSA ST
E HERMOSA ST
E LEMON ST



Legend

Town Limits

County Boundary

Parcels

Streets

Zoning

Lady Lake Zoning Designations

MF-12 -- Multi-Family 12 Dupa*

MF-18 -- Multi-Family 18 Dupa*

MH-9 -- Manufactured Housing/9 Dupa*

MX-5 -- Mixed SF & MH/5 dupa*

MX-8 -- Mixed SF & MH/8 dupa*

RP -- Residential Professional

RS-3 -- Residential Single Family 3 Dupa*

RS-6 -- Residential Single Family 6 Dupa*

LC -- Light Commercial

HC -- Heavy Commercial

CP -- Planned Commercial

CT

I -- Industrial

I-PUD -- Industrial-Planned Unit Development

PUD -- Planned Unit Development

PFD -- Public Facilities District

ROW -- Right of Way

LAKE -- Lake

AG-1 -- Agriculture Residential

RECEIVED
DEC 22 2015
GROWTH MANAGEMENT DEPT.
TOWN OF LADY LAKE

TOWN OF LADY LAKE
REZONING APPLICATION

Tax identification/AK # 1279496 & 1279216

1. Owner's Name: Sun Communities Operating LP

   Mailing Address: 27777 Franklin Road Suite 200, Southfield, MI 48034

   Telephone #: Lara Parker (352) 753-3000

2. Applicant's Name: Atwell, LLC (Daniel R. Gibbs)

   Mailing Address: 1800 Parkway Place Suite 700, Marietta, GA 30067

   Telephone #: (770) 423-0807 x1805

3. Applicant is: Owner ___ Agent _X_ Purchaser ___ Lessee ___ Optionee ___

4. Property Address/Location: 101 Water Oak Blvd, Lady Lake, FL 32159

5. Legal Description of Property to be rezoned: See attached

8. The property is located in the vicinity of the following streets:
   Water Oak Blvd & Willow Way

7. Area of Property: +/- 113,250 Square feet +/- 2.6 Acres

8. Utilities: Central Water _X_ Central Sewer _X_ Well ____ Septic Tank____

9. Existing zoning of property: AG-1

10. Requested zoning of property: MH-9

    Note: If the requested zoning is a Planned Unit Development (PUD), indicate type: _X_ Residential, ___ Commercial, ____ Industrial, ____ Mixed Use, and refer to the requirements of the preliminary development plan and see Chapter ____ of the LDR Code. If the rezoning is to Manufactured Homes High Density (MH-9), a Master Park Plan shall be submitted.

11. Number, square footage and present use of the existing structures on the property;
    None

12. Proposed use the property: Residential & Administration

13. Has any land use application been file within last year in connection with this property? ____Yes _X_No. If yes, briefly describe the nature of the request:

14. Attach a list of the owner's names and mailing addresses for all property lying within a one hundred fifty (150) foot radius surrounding the property legally described in this application.

Applications shall include a legal description of the property, sketch or survey of the property, Proof of ownership and authorization from if represented by an agent or contract purchaser. If the rezoning request is not consistent with the Future Land Use classification, a Comprehensive Plan Amendment must be approved prior to the rezoning.

I certify that the statements in this application are true to the best of my knowledge.

Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND EIGHT (8) COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATIONS, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEVELOPMENT DEPARTMENT.

Office Use:	
Date Application Received: 12-22-15	Received by: WThen
Fees Paid: $1,200.00	

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared Atwell, LLC (Daniel R. Gibbs), who being by me first duly sworn on oath, deposes and says:

(1) That he affirms and certifies that he understands and will comply with all ordinances, regulations and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.

(2) That the submittal requirements for the application have been completed and attached hereto as part of this application.

(3) That the applicant desires Rezoning to the MH-9 zoning classification to allow: Residential & Administration

(4) That the sign cards will be posted at least seven (7) days prior to the Planning and Zoning Board hearing and will remain posted until final determination by the Town Commission after which time the sign cards are to be removed.

Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 14th day of December, 2015, by Daniel R. Gibbs, who is personally known to me or who has produced Driver's License as identification and who did (did not) take an oath.

Notary Public

NOTARY PUBLIC
MY COMMISSION EXPIRES
12-06-2016
BARTOW COUNTY, GEORGIA

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared Lara Parker, who being by me first duly sworn on oath, deposes and says:

(1) That he is the fee-simple owner of the property legally described on page one of this application.

(2) That he desires approval for rezoning of said property with the classification of _____ to allow:

_____

(3) That he has appointed Atwell, LLC (Daniel R. Gibbs) to act as agent in his behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his stead.

_____
Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 11 day of December, 2015, by Lara Parker, GM, who is personally known to me or who has produced Florida Drivers License as identification and who did (did not) take an oath.

_____
Notary Public

MICHELE DIANE MCEACHERN
MY COMMISSION #FF088334
EXPIRES February 2, 2018
(407) 398-0153 FloridaNotaryService.com

PROPERTY RECORD CARD

General Information

Owner Name:	SUN COMMUNITIES OPERATING LP	**Alternate Key:**	1279216
Mailing Address:	27777 FRANKLIN RD STE 200 SOUTHFIELD, MI 48034 *Update Mailing Address*	**Parcel Number:**	16-18-24-000300002600
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	18.70410
		Trash/Recycling /Water/Info:	*My Public Services Map*
Property Location:	LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	BEG AT W 1/4 COR OF SEC, RUN S ALONG W LINE OF SEC 91.09 FT,| S 89DEG 43MIN 16SEC E 321.31 FT, N 28DEG 53MIN 58SEC W | 349.39 FT, S 87DEG 48MIN 04SEC W TO W LINE OF SEC, S TO POB | ORB 2712 PG 310 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		1.5	AC	$0.00	$31,500.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1047 / 2105	2/1/1990	Warranty Deed	Multi-Parcel	Improved	$55,000.00
1129 / 418	10/1/1991	Warranty Deed	Multi-Parcel	Vacant	$1.00
2712 / 310	11/29/2004	Warranty Deed	Multi-Parcel	Vacant	$1.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$31,500	$31,500	$31,500	5.30510	$167.11
LAKE COUNTY MSTU AMBULANCE	$31,500	$31,500	$31,500	0.46290	$14.58
LAKE COUNTY MSTU FIRE	$31,500	$31,500	$31,500	0.47040	$14.82
SCHOOL BOARD STATE	$31,500	$31,500	$31,500	5.69700	$179.46
SCHOOL BOARD LOCAL	$31,500	$31,500	$31,500	1.50000	$47.25
TOWN OF LADY LAKE	$31,500	$31,500	$31,500	3.55100	$111.86
ST JOHNS RIVER FL WATER MGMT DIST	$31,500	$31,500	$31,500	0.30230	$9.52

PROPERTY RECORD CARD

General Information

Owner Name:	SUN COMMUNITIES OPERATING LP	**Alternate Key:**	1279496
Mailing Address:	27777 FRANKLIN RD STE 200 SOUTHFIELD, MI 48034 *Update Mailing Address*	**Parcel Number:**	17-18-24-000100005400
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	18.70410
		Trash/Recycling /Water/Info:	*My Public Services Map*
Property Location:	101 WATER OAK BLVD LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	BEG AT W 1/4 COR OF SEC 16-18-24, RUN S ALONG SEC LINE 91.09| FT, N 89DEG 43MIN 16SEC W 144.46 FT, N 0DEG 25MIN 57SEC W | 292.05 FT, N 87DEG 48MIN 04SEC E TO E LINE OF SEC 17, S | ALONG SEC LINE TO POB | ORB 2712 PG 310 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		1	AC	$0.00	$42,000.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1047 / 2105	2/1/1990	Warranty Deed	Multi-Parcel	Improved	$1.00
1129 / 418	10/1/1991	Warranty Deed	Multi-Parcel	Improved	$58,000.00
2712 / 310	11/29/2004	Warranty Deed	Multi-Parcel	Improved	$170,000.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$42,000	$42,000	$42,000	5.30510	$222.81
LAKE COUNTY MSTU AMBULANCE	$42,000	$42,000	$42,000	0.46290	$19.44
LAKE COUNTY MSTU FIRE	$42,000	$42,000	$42,000	0.47040	$19.76
SCHOOL BOARD STATE	$42,000	$42,000	$42,000	5.69700	$239.27
SCHOOL BOARD LOCAL	$42,000	$42,000	$42,000	1.50000	$63.00
TOWN OF LADY LAKE	$42,000	$42,000	$42,000	3.55100	$149.14

SUN COMMUNITIES, INC.

December 17, 2015

Wendy Then, CFM
Town Planner
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

Via Email
wthen@ladylake.org

Re: Water Oak Rezoning Application

Dear Ms. Then:

Sun Communities, Inc. is the controlling entity for both Sun Communities Finance LP and Sun Communities Operating LP. For the purposes of rezoning the parcels owned by Sun Operating LP, (17-18-24-000100005400 & 16-18-24-00300002600) from AG-1 to MH-9, Sun Communities, Inc. has no issues with using the Legal Description Sketch prepared by Atwell, LLC dated 12-15-15 in lieu of a Certified Survey.

Sincerely,

John McLaren
President & Chief Operating Officer

27777 FRANKLIN ROAD, SUITE 200, SOUTHFIELD, MI 48034
(248) 208-2500 • FAX (248) 208-2640

ATWELL

Water Oak Estates

Justification of Need/Justification Statement

December 17, 2015

Water Oak Estates (Sun Communities, Inc.) is proposing to develop the area that was previously an old homestead site. Sun purchased the property in 2004 and it is currently undeveloped. We are proposing to add new home sites (some of which will be used as model homes initially) and a +/-3,500 SF Administrative/Sales building with associated parking.

Impact on Town Services

Potable Water

There is an existing water line along Willow Way. During development, the line will be extended into the proposed site to serve the new homes and the Administrative/Sales building. We will acquire all necessary permits from both the Town and State prior to development.

Sewer

There is existing sewer along Willow Way. During development, the lines will be extended into the proposed site to serve the new homes and the Administrative/Sales building. We will acquire all necessary permits from both the Town and State prior to development.

Schools

Not factored for project. No forseen impact of students as the project is located within an active adult retirement community.

Transportation

No Impact. The Water Oak Estates Site was originally designed for 1,484 home sites (from Town DRI). The current developed number of home sites is just over 1,100.

Parks and Recreation

The small scale future land use amendment and the rezoning application will not cause P&R Level of Service to be exceeded since, as mentioned above, the development is still well under the original DRI count. Additionally, Water Oak Estates provides its residents with all Park and Recreation Amenities.

Stormwater

Project will be required to adhere to SJRWMD guidelines and the Town of Lady Lake Floodplain Management Ordinance for parcels within Special Flood Hazard Areas.

FROM: Daniel R. Gibbs, PE - Project Manager

APPLICANT

CFN 2004162050
Bk 02712 Pgs 0310 - 311; (2pgs)
DATE: 12/08/2004 09:29:52 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50
DEED DOC 1,190.00

R

This Document Prepared By and Return to:
Jennifer Anderson
Brokers Title of Leesburg, LLC
9738 US Hwy. 441, Suite 103
Leesburg, FL 34788

Parcel ID Number: 16-18-24-0003-000-02600
~~XXXXXXXXXX~~ 17 - 18 - 24 - 0001 - 000 - 05400
Grantee #2 TIN:

Warranty Deed

This Indenture, Made this 29th day of November, 2004 A.D., Between Edward J. Reposa and Dorothy J. Reposa, husband and wife

of the County of Lake, State of Florida, grantors, and Sun Communities Operating Limited Partnership, a Michigan limited partnership
whose address is: 27777 Franklin Road, Ste. 200, Southfield, MI 48034

of the County of , State of Michigan, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Lake State of Florida to wit:
See Exhibit "A" attached hereto and made a part hereof

Subject to current taxes, easements and restrictions of record.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Paula S. Miller
Printed Name: Paula S. Miller
Witness

Edward J. Reposa by Dorothy J. Reposa Attorney-in-Fact (Seal)
Edward J. Reposa by Dorothy J. Reposa, Attorney-in-Fact

EXHIBIT A

THE FOLLOWING DESCRIBED LAND, SITUATE AND BEING IN LAKE COUNTY, FLORIDA, TO-WIT:

A PARCEL OF LAND IN SECTION 16 AND 17, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AS DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 24 EAST, RUN SOUTH 0° 15' 20" EAST ALONG THE WEST LINE OF SAID SECTION 91.09 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 89° 43' 16" EAST 321.31 FEET; THENCE NORTH 28° 53' 58" WEST 349.39 FEET; THENCE SOUTH 87° 48' 04" WEST 299.33 FEET; THENCE SOUTH 00° 25' 57" EAST 292.05 FEET; THENCE SOUTH 99° 43' 16" EAST 144.46 FEET TO THE POINT OF BEGINNING. ALONG WITH AN EASEMENT FOR INGRESS AND EGRESS 10.0 FEET ON EACH SIDE OF THE FOLLOWING-DESCRIBED LINE: COMMENCING AT THE WEST 1/4 CORNER OF THE AFORESAID SECTION 16, RUN SOUTH 71° 07' 08" EAST 285.54 FEET TO THE POINT OF BEGINNING OF SAID LINE; RUN THENCE SOUTH 3° 10' 30" EAST 141.74 FEET; THENCE RUN SOUTH 37° 14' 30" WEST 454.94 FEET; THENCE SOUTH 0° 15' 20" EAST 10.0 FEET MORE OR LESS, TO THE RIGHT OF WAY OF LAKE GRIFFIN STREET AND THE END OF SAID LINE. THE EASEMENT IS
ALSO USED FOR UTILITY TRANSMISSION LINES AND THE OWENRS THEREOF HAVE THE RIGHT TO SURFACE THE EASEMENT AS THE DEEM APPROPRIATE.
TAX PARCEL ID: 17-18-24-0001-00005400
ADDRESS: 101 WATER OAK BLVD.
LADY LAKE, FL 32159

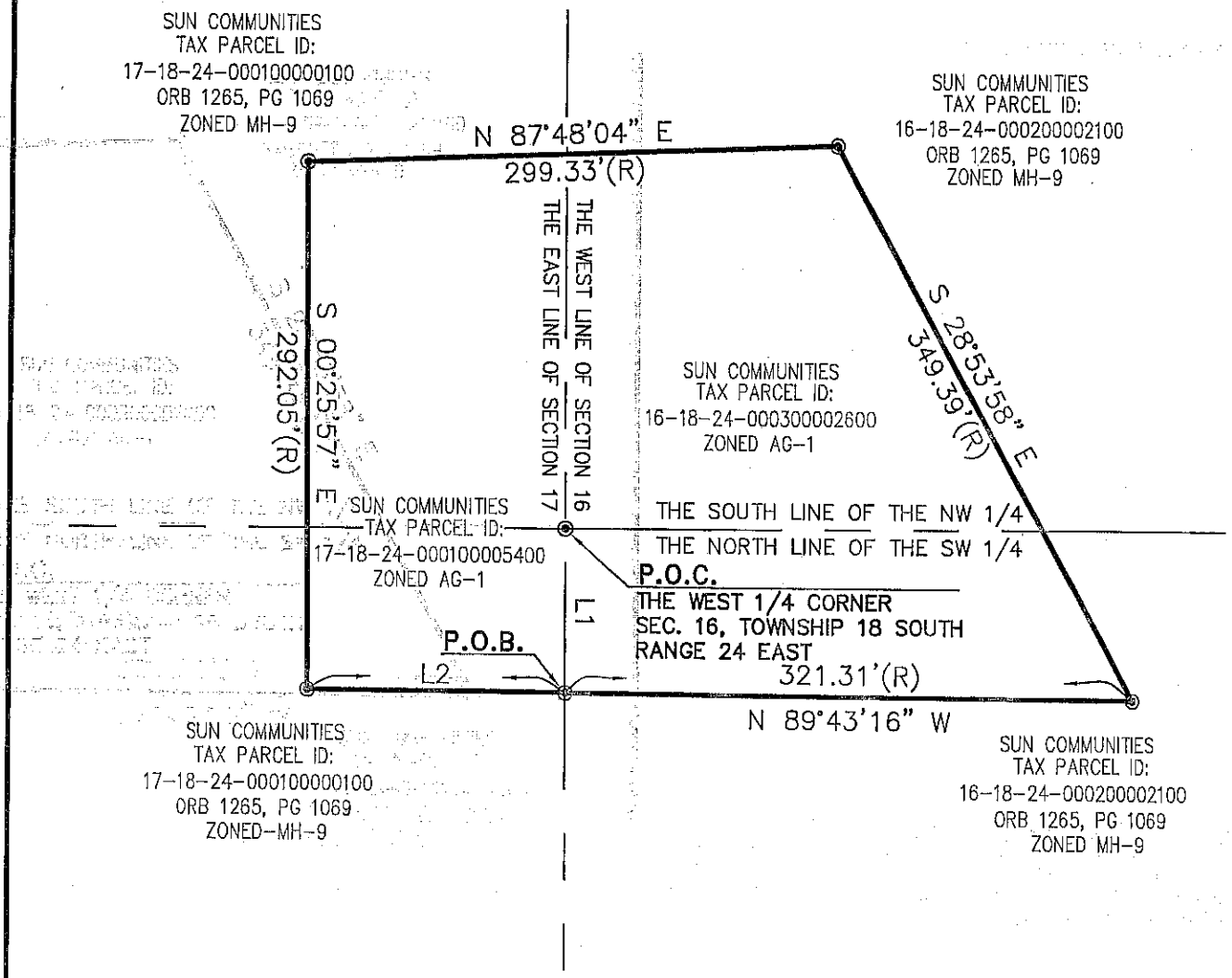
The quality of this image is equivalent to the quality of the original document.

LEGAL DESCRIPTION SKETCH

OF ORB 1047, PG. 2105
FOR SUN COMMUNITIES

SECTIONS 16 & 17, TOWNSHIP 18 SOUTH
RANGE 24 EAST

THIS IS NOT A BOUNDARY SURVEY



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°15'20" W	91.09'
L2	N 89°43'16" W	144.46'

DATE	12-15-15
DR. D.L.A.	CH. D.L.A.
P.M. D.G.	
JOB	15001161
SHEET NO.	1 OF 1

SCALE 0 50 100

1" = 100 FEET

ATWELL
866.850.4200 www.atwell-group.com
1800 PARKWAY PLACE, SUITE 700
MARIETTA, GA
770.423.0807

CAD FILE: DEED SKETCH.DWG

Water Oak Estates – Adjacent Property List

1. AltKey – 1279461
    a. Parcel Number: 171824000100000100
    b. Section: 17
    c. Township: 18
    d. Range: 24
    e. Subdivision: 0001
    f. Owner Name: SUN COMMUNITIES FINANCE LP
    g. Owner Address: 27777 FRANKLIN RD STE 200
    h. Owner City: SOUTHFIELD
    i. Owner State: MI
    j. OwnerZip: 48034
    k. PropertyAddress: 638 HICKORY HILL LADY LAKE FL 32159
    l. PropertyName: WATER OAK COUNTRY CLUB ESTATES

2. AltKey – 1698570
    a. Parcel Number: 161824000200002100
    b. Section: 16
    c. Township: 18
    d. Range: 24
    e. Subdivision: 0002
    f. Owner Name: SUN COMMUNITIES FINANCE LP
    g. Owner Address: 27777 FRANKLIN RD STE 200
    h. Owner City: SOUTHFIELD
    i. Owner State: MI
    j. OwnerZip: 48034
    k. PropertyAddress: 406 PALMER DR LADY LAKE FL 32159
    l. PropertyName: WATER OAK COUNTRY CLUB ESTATES

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: February 1, 2016 - FIRST READING

SUBJECT: **Ordinance No. 2016-06 – Sun Communities Operating, LP. - Rezoning from Lady Lake Agriculture Residential (AG-1) to Lady Lake Manufactured Home High Density (MH-9) for two lots consisting of approximately 2.6 +/- acres of land - Located within Water Oaks Country Club Estates within Lake County, Florida- Alternate Key Numbers 1279496 and 1279216.**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff recommends approval of Ordinance No. 2016-06, a Rezoning Application – Requesting to Change approximately 2.6 +/- acres of land from Lady Lake Agriculture Residential (AG-1) to Lady Lake Manufactured Home High Density (MH-9)

On December 22, 2015, applications have been filed with the Town of Lady Lake, by Daniel R. Gibbs with Atwell, LLC, on behalf of Sun Communities Operating LP, to rezone and amend the future land use designation of two lots located within the Water Oak Country Club, approximately 1,150 lineal feet east of the intersection North Highway 27/441 and County Road 25, within Lake County, Florida.

The rezoning application involves approximately 2.6+/- acres. The applicant is seeking to rezone the property from Lady Lake Agriculture Residential (AG-1) to Town of Lady Lake Manufactured Home High Density (MH-9). The applicant is pursuing to rezone these properties to add approximately +/- 10 new home sites (of which 3 to 5 will be used as model homes initially) and a 3,500+/- SF Administrative/Sales building with associated parking.

The parcels are identified by Alternate Key numbers 1279496 and 1279216. The applications were reviewed to determine if they are in compliance with the Land Development Regulations (LDRs) and the Lady Lake Comprehensive Plan. It was found that the requested use is consistent with the directives of the Comprehensive Plan and satisfies the necessary criteria as required to meet the requirements of the adopted Town of Lady Lake Land Development Regulations (LDRs).

The subject properties lie in Sections 16 and 17, Township 18 South, Range 24 East, in Lake County, Florida. Appropriate legal descriptions and survey information have been included with the submitted application. The zoning designation of the subject properties and adjacent properties are as follows:

Zoning

Subject Property	Lady Lake Agriculture Residential (AG-1)
Zoning of Adjacent Properties	
West	Lady Lake- Manufactured Home High Density (MH-9)
East	Lady Lake- Manufactured Home High Density (MH-9)
North	Lady Lake- Manufactured Home High Density (MH-9)
South	Lady Lake- Manufactured Home High Density (MH-9)

Notices to inform the surrounding property owners was not necessary because the property owner of the two subject parcels and adjacent parcels is the same entity: Sun Communities. On December 28, 2015, a letter was hand-delivered to the Water Oak Administrative Office to provide to Water Oak residents in the event they inquire about the proposed rezoning application. The properties were also posted Monday, December 28, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed application for Ordinance 2016-06, provided comments on Monday, January 4, 2016, and determined the application to be complete and ready for transmittal to the P&Z Board.

At the January 11, 2016 meeting, the **Planning and Zoning Board** recommended approval of Ordinance 2016-06 by a vote of 3-0.

Public Hearings

The **Local Planning Agency** doesn't review Rezoning applications; only Future Land Use Comprehensive Plan Amendment applications.

The **Town Commission** is scheduled to consider Ordinance 2016-06 for the second and final reading at a special meeting on Wednesday, February 17, 2016 at 6:00 p.m.

FISCAL IMPACT: $ _____

[ ] Capital Budget [ ] Operating [ ] Other

ATTACHMENTS: [X] Ordinance(s) [ ] Resolution [ ] Budget Resolution

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

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DEPARTMENT HEAD Submitted 1/25/16 Date

FINANCE DEPARTMENT Approved as to Budget Requirements Date

1-25-16

TOWN ATTORNEY Approved as to Form and Legality Date

TOWN MANAGER Approved Agenda Item for: 2/1/16 Date 1/25

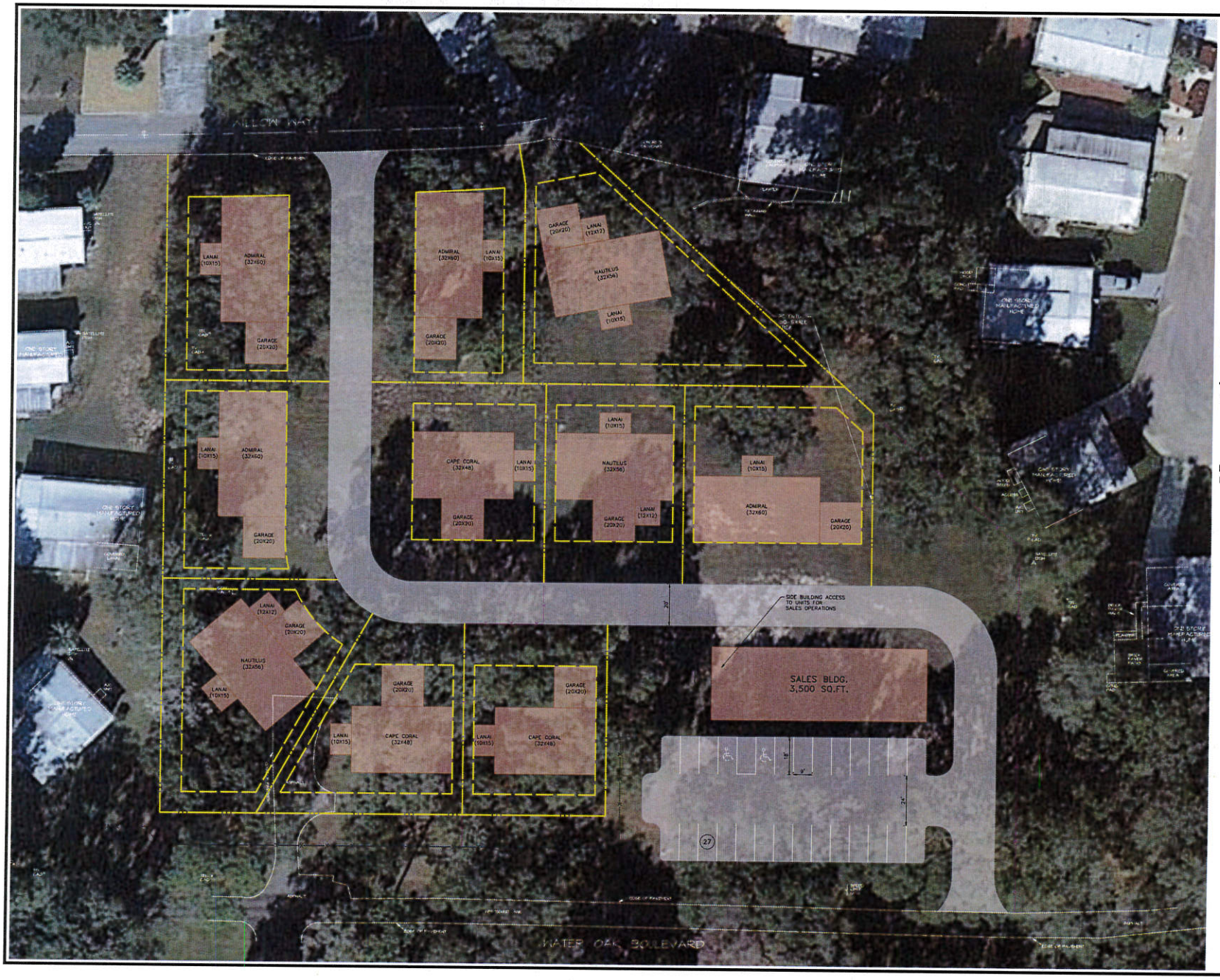
BOARD ACTION: [✓] Approved as Recommended [ ] Disapproved

VIN/HOL 5-0

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

cc: THAB-b.d.



SITE LEGEND

- PROPERTY LINE
- EASEMENT LINE
- SETBACK LINE
- GUARD RAIL
- PROPOSED BUFFER LINE
- 100 YEAR FLOOD PLAIN
- WETLANDS
- CONCRETE SIDEWALK (SEE DETAIL)
- 18" CONCRETE CURB AND GUTTER (SEE DETAIL)
- CONCRETE HEADER CURB (SEE DETAIL)
- STOP BAR (PAVEMENT MARKING)
- TRAFFIC FLOW ARROW (PAVEMENT MARKING)
- TRANSFORMER PAD
- C.C. CART CORRAL
- CROSS WALK
- "YIELD" (PAVEMENT MARKING)
- DIRECTIONAL ARROWS (PAVEMENT MARKING)
- "ONLY" DIRECTIONAL ARROW (PAVEMENT MARKING)
- SIGN
- HANDICAP STALL AND DESIGNATED VAN STALL
- CONCRETE WHEEL STOP
- A.D.A. STD HANDICAP RAMP
- RELOCATED LIGHT POLE
- GROUP OF FOUR GUARD POSTS
- RETAINING WALL (BY OTHERS)
- HEAVY DUTY PAVING
- CONCRETE DUMPSTER PAD LOCATION (6" THICK)
- PARKING SPACE COUNT 9'x18'
- STORM SEWER GRATE
- SITE LIGHTING FIXTURES

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ATWELL, LLC DOES NOT HAVE ANY AUTHORITY OR RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ATWELL
866.850.4200 www.atwell-group.com
1900 PARKWAY PLACE, SUITE 700
MARIETTA, GA
770-433-8007

SECTION: 16,17,18,24
106 EVERGREEN LANE
LADY LAKE
LAKE COUNTY, FLORIDA

SUN COMMUNITIES
WATER OAK ESTATES
CONSTRUCTION PLANS
WILLOW WAY SITE PLAN

DATE 11-19-2015

REVISIONS

0 10' 20'
SCALE: 1"=20'

DRAWN BY: EC/BB
CHECKED BY: DG
PROJECT MANAGER: DG
JOB # 15001161
FILE CODE: CP
SHEET NO. C100

K-8

SPECIAL TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: February 17, 2016 FINAL READING
Continued from the January 4, 2016 Meeting

SUBJECT: **Resolution No. 2015-113 – SRK Lady Lake 43 Associates, LLC for the Verizon Store– Variance Request Pursuant to Chapter 17, Section 17-4.b.1.A. to Allow a Secondary Wall Sign to be Placed on the northwest elevation of an outparcel building – Located within the Lady Lake Crossing Plaza, Which Does Not Have a Public Entrance, Addressed as 472 North Highway 27/441 (AK 3872774).**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff recommends approval of Resolution 2015-113- Request Pursuant to Chapter 17, Section 4.b.1.A. to Allow a Secondary Wall Sign to be Placed on the northwest elevation of an outparcel building – Located within the Lady Lake Crossing Plaza, Which Does Not Have a Public Entrance, Addressed as 472 North Highway 27/441 (AK 3872774).

SUMMARY

On November 16, 2015, Town Staff received a variance application from applicant Jennifer Ronneburger with Atlas Sign Industries for secondary wall signage to be placed on the northwest elevation of the outparcel building along North Highway 27/441 located within the Lady Lake Crossing Plaza. Applicant, Atlas Sign Industries, has filed the variance application for the Verizon Store, located in the Lady Lake Crossing Plaza, property addressed as 472 North Highway 27/441. The variance request has been made pursuant to the provisions of Chapter 17, Section 17-4).b).1).A)., of the Town of Lady Lake Land Development Regulations which only allows single use developments to place wall signage where the building fronts a public street. The proposed sign would be approximately 15'2" x 3' 1/2 in copy area; mirroring the other two (2) wall signs already mounted on the east and south façades. The combined wall copy area of all three (3) signs would amount to 139.5 square feet; which meets sign code regulation of not exceeding the maximum 200 square feet of wall sign copy area allowed.

As required of this application, a Justification Statement has been submitted. The applicant stated that having the channel letter signs facing this elevation will assist the southbound traffic to identifying the store's location from the northwest. Additionally, the applicant

indicated that drivers going southbound on Highway 27/441 would be better directed to the store thus providing advanced direction to prepare them to make an upcoming right into the Lady Lake Crossing Plaza. Without it, many people may pass by missing the location. Lastly, the way the building exterior elevation was designed incorporates three (3) red bands along the top suitable for signage a wall signage; which two (2) bands have signs already installed and the third one looks empty and unbalanced.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 08 Township 18 South Range 24 East, Lady Lake, Florida. The property is zoned "PUD" Planned Unit Development, which permits the development in existence. The Future Land Use Map designation for the site is RET (Commercial General-Retail Sales and Services). The requested use is consistent with the adopted Memorandum of Agreement Ordinance 2006-04 for the Lady Lake Crossing Plaza and the directives of the Comprehensive Plan and adopted Land Development Regulations.

Comments:

- Notices to inform the surrounding property owners (6) within 150' of the subject property of the proposed variance were mailed by certified mail return receipt on Monday, November 23, 2015. The property was also posted on Monday, November 23, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2015-113 and provided comments on 11/30/2015 that determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

The **Planning and Zoning Board** heard the application for Resolution 2015-110 at their regular meeting on Monday, December 14, 2015, and recommended approval with a 4-0 vote.

At the January 4, 2016 regular meeting, the **Town Commission** voted 5-0 to table Resolution 2015-113.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance(s) [X] Resolution [ ] Budget Resolution

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

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DEPARTMENT HEAD		Submitted 2/8/16	Date
FINANCE DEPARTMENT		Approved as to Budget Requirements	Date
2-8-2016	TOWN ATTORNEY	Approved as to Form and Legality	Date
	TOWN MANAGER	Approved Agenda Item for: 2/17/16	Date 2/8/16

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

RESOLUTION NO. 2015-113

A RESOLUTION GRANTING A VARIANCE FROM THE PROVISIONS OF CHAPTER 17, SECTION 17-4).b).1).A)., OF THE TOWN OF LADY LAKE LAND DEVELOPMENT REGULATIONS WHICH ONLY ALLOWS SINGLE USE DEVELOPMENTS TO PLACE WALL SIGNS ON THE SIDE OF THE BUILDING FACING THE PUBLIC STREET. THE VARIANCE REQUEST IS TO ALLOW A SECONDARY WALL SIGN TO BE PLACED ON THE NORTHWEST ELEVATION OF AN OUTPARCEL BUILDING (VERIZON) LOCATED WITHIN LADY LAKE CROSSING PLAZA (ALTERNATE KEY #3872774), WHICH DOES NOT HAVE A PUBLIC ENTRANCE, ADDRESSED AS 472 NORTH HIGHWAY 27/441, OWNED BY SRK LADY LAKE 43 ASSOCIATES, LLC, WITHIN THE TOWN LIMITS OF THE TOWN OF LADY LAKE, FLORIDA.

WHEREAS, SRK Lady Lake 43 Associates, LLC., is the owner of certain real property located in the Town of Lady Lake, Florida, more particularly described in Exhibit "A"; and

WHEREAS, the Property Owner petitioned for a variance from the provisions of Chapter 17, Section 17-4).b).1).A)., of the Town of Lady Lake Land Development Regulations which only allows single use developments to place wall signs on the side of the building facing the public street. The variance request is to allow a secondary wall sign to be placed on the northwest elevation of an outparcel building (Verizon) located within the Lady Lake Crossing Plaza (Alternate Key #3872774), which does not have a public entrance, addressed as 472 North Highway 27/441, owned by SRK Lady Lake 43 Associates, LLC, within the town limits of the Town of Lady Lake, Florida; and

WHEREAS, the Town Commission of the Town of Lady Lake held a public hearing to consider the variance request and having heard evidence and testimony on said request, found it to be consistent with the Lady Lake Comprehensive Plan and requirements for variances set forth in the Land Development Regulations of the Town of Lady Lake.

NOW, THEREFORE, BE IT RESOLVED that the Town Commission of the Town of Lady Lake, Florida, hereby grants a variance from the provisions of Chapter 17, Section 17-4).b).1).A)., of the Town of Lady Lake Land Development Regulations which only allows single use developments to place wall signs on the side of the building facing the public street. The variance request is to allow a secondary wall sign to be placed on the northwest elevation of an outparcel building (Verizon) located within the Lady Lake Crossing Plaza (Alternate Key #3872774), which does not have a public entrance, addressed as 472 North Highway 27/441, owned by SRK Lady Lake 43 Associates, LLC, within the town limits of the Town of Lady Lake, Florida.

This Resolution shall take effect immediately upon its final adoption by the Town Commission.

RESOLVED this _____ day of _____, 2016, in Lady Lake, Florida, by the Lady Lake Town Commission.

TOWN OF LADY LAKE, FLORIDA

_____
Ruth Kussard, Mayor

ATTEST:

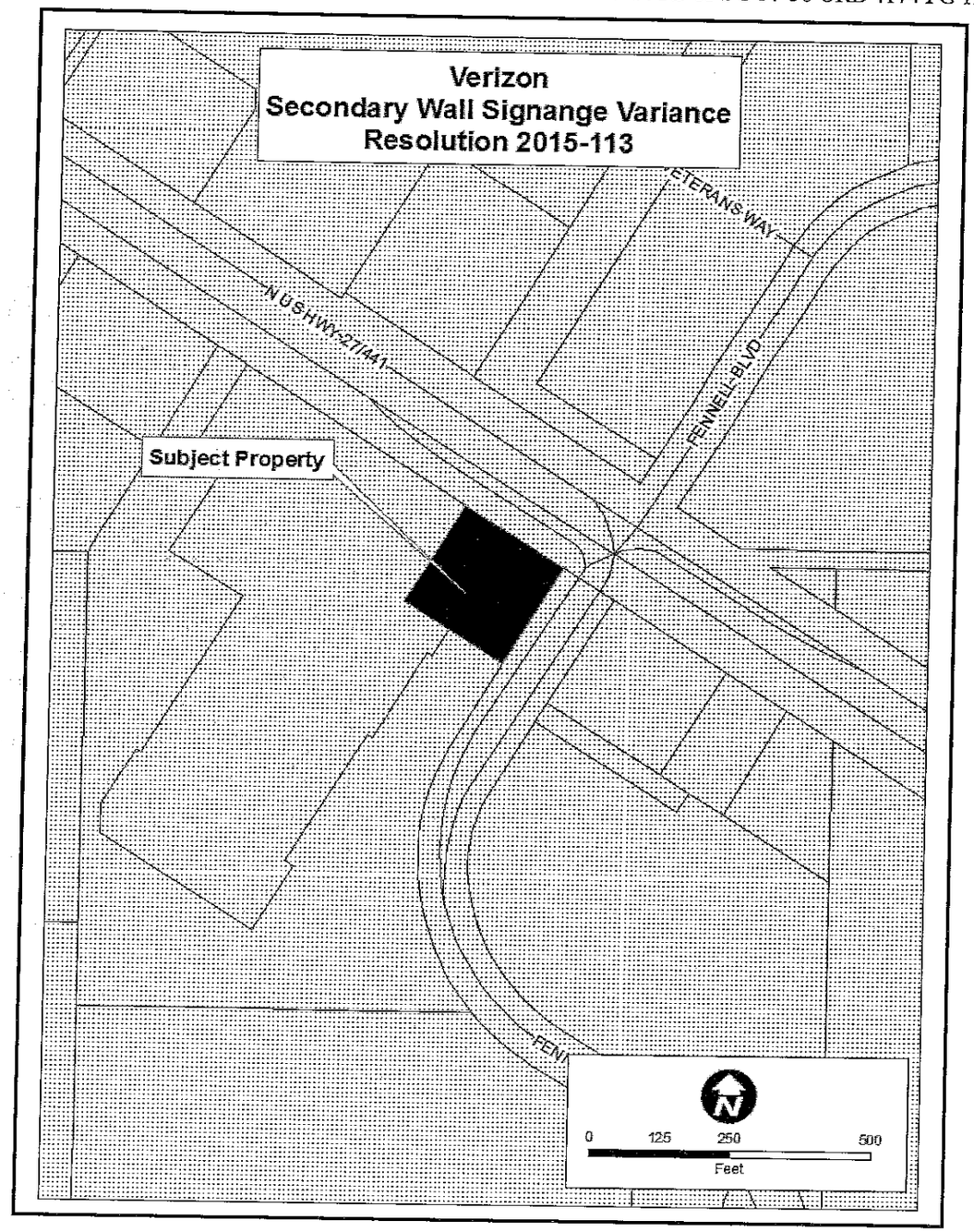
_____
Kristen Kollgaard, Town Clerk

APPROVED AS TO FORM:

_____
Derek Schroth, Town Attorney

EXHIBIT "A" - Legal Description and Map

LADY LAKE CROSSING SUB LOT 3 ALSO BEING IN 17-18-24 PB 63 PG 57-58 ORB 4174 PG 1973



AltKey	OwnerName	OwnerAddre	OwnerCity	OwnerState	OwnerZip
1279411	SCHOOL BOARD OF LAKE COUNTY	201 W BURLEIGH BLVD	TAVARES	FL	32778
3872774,	SRK LADY LAKE 43 ASSOCIATES LLC	C/O 4053 MAPLE RD	AMHERST	NY	14226
3863759	SRK LADY LAKE OP5 LLC	C/O BENC 4053 MAPLE RD	AMHERST	NY	14226
1279364	KIMMONS KARL N	PO BOX 13	LADY LAKE	FL	32158
3872773	KOHL'S DEPARTMENT STORES INC	PO BOX 2148	MILWAUKEE	WI	53201
3877864	LADY LAKE TK LLC	C/O MARVIN PO BOX 52427	ATLANTA	GA	30355
3305469,	SRK LADY LAKE 21 ASSOCIATES LLC	4053 MAPLE RD	AMHERST	NY	14226
3509773	VILLAGES INDUSTRIAL CENTER	PROPE 610 E MAIN ST	LEESBURG	FL	34748
1279445,	MAYFIELD JAMES H JR TRUSTEE ET AL	7071 NUMBER 2 RD	HOWEY IN THE HILLS	FL	34737

Verizon- 150_Feet Adjacent Property Owners

TECHNICAL REVIEW COMMITTEE COMMENTS
FINAL COMMENTS 11/30/2015

Project: Verizon Store @ Lady Lake Crossing
Proposal: Secondary Wall Sign Variance- Resolution 2015-113

Description:

On 11/16/2015, Town Staff received a variance application from applicant Jennifer Ronneburger with Atlas Sign Industries for secondary wall signage to be placed on the northwest elevation of the outparcel building along North Highway 27/441 located within the Lady Lake Crossing Plaza. Applicant, Atlas Sign Industries, has filed the variance application for the Verizon Store to be located at the Lady Lake Crossing Plaza for property addressed as 472 North Highway 27/441. The variance request has been made pursuant to the provisions of Chapter 17, Section 17-4).b).1).A)., of the Town of Lady Lake Land Development Regulations which only allows single use developments to place wall signage where the building fronts a public street. The proposed sign would be approximately 15'2" x 3'1/2" square feet in copy area; mirroring the other two (2) wall signs already mounted on the east and south façades.

As required of this application, a Justification Statement has been submitted. The applicant stated that having the channel letter signs facing this elevation will assist the southbound traffic to identifying the store's location from the west. Additionally, the applicant indicated that drivers going southbound on Highway 27/441 would be better directed to the store thus providing advanced direction to prepare them to make an upcoming left into the property. Without it, many people may pass by missing the location. Lastly, the way the building exterior elevation was designed incorporates three (3) red bands along the top suitable for signage a wall signage; which two (2) bands have signs already installed and the third one looks empty and unbalanced.

GENERAL INFORMATION

Below are staff comments from the Town of Lady Lake regarding your development project. A hard copy via hand delivery and an electronic copy via e-mail are provided to the applicant. Comments are organized by department and must be sufficiently addressed before the proposal may proceed. If a re-submittal is warranted, the applicant shall provide written responses to each individual staff comment contained within this transmittal. **Re-submittals will not be accepted without bulleted written responses.**

Following submittal of any required revisions and responses, correspondence will be forwarded indicating the proposal's status, either: (1) requiring additional revision or documentations; or (2) ready for approval. Site plans are subject to public hearing, as well as plats, annexation requests, zoning requests, and comprehensive plan requests. When applicable, you will receive written notification that the item is scheduled for review by the Planning and Zoning Board or Town Commission. For additional information, contact Thad Carroll at (352) 751-1521.

GROWTH MANAGEMENT

Questions may be directed to Wendy Then, at wthen@ladylake.org

1. No comments outstanding as per GM Review completed 11/30/2015.

POLICE

Questions may be directed to Chief Chris McKinstry at cmckinstry@ladylake.org

1. No comments at this time from the Police Dept. regarding this project as per email dated.11/23/2015.

BUILDING

Questions may be directed to Dallas Foss, Building Official at dfoss@usanova.com.

1. No comments at this time as per communication dated. If approved, sign engineering will be reviewed at the Sign permitting phase.

PUBLIC WORKS

Questions may be directed to Butch Goodman, Utilities Supervisor at bgoodman@ladylakepw.org

1. No comments at this time from the Lady Lake Public Works Dept. since no utilities will be affected at this time with the sign proposal.

RECEIVED
NOV 16 2015

TOWN OF LADY LAKE
VARIANCE APPLICATION

Alt. Key Number [illegible]

1. Owner's name: [illegible]

   Mailing Address: [illegible]

   Email Address: [illegible]

   Telephone #: 716-833-4986

2. Applicant's Name: Atlas Sign Industries

   Mailing Address: 1077 West Blue Heron Blvd West Palm Beach FL 33404

   Email Address: Jennifer Rosenberger jenn.r@atlassignindustries.us

   Telephone #: 561-863-6659

3. Applicant is: Owner: __ Agent ✓ Purchaser __ Lessee __ Optionee __

4. Property Address/Location: 472 SR 27 Lady Lake (Hon. Variance)

5. Legal Description: See attached

6. The variance requested is as follows: To allow an exterior wall sign on the west elevation and to allow additional sign area footage

7. The variance is necessary for the following reasons: See attached sheet

8. Is your situation due to unique circumstances not created by you or your predecessor in title? Explain such circumstances:

   See attached sheet

9. Do special conditions and circumstances exist which are peculiar to your land or structure and which are not applicable to other lands or structures in the same district? Explain such conditions or circumstances:

_____

_____

10. Would literal interpretation of the provisions of the Code deprive you of rights commonly enjoyed by other property owners in the same district? Explain such rights:

_____

_____

11. A variance, as requested, will not permit, establish or enlarge any use or structure which is not permitted in the district. Does your request meet this criterion?

See attached Sheet

12. Have any land use applications been filed within the last year in connection with this property? ____Yes ✓No. If yes, briefly describe the nature of the request and the date it was done:

—

This application must be accompanied by proof of ownership and authorization from the owner if represented by an agent or contract purchaser. It must also include a drawing showing the exact locations and dimensions of all existing and proposed buildings and additions, required setbacks, existing easements and clearly delineate the specific variance requested.

I certify that the statements in this application are true to the best of my knowledge.

_____
Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FORTY-TWO (42) COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATION, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT.

Office Use:

Date Application Received: 11-16-2015 Received by: [illegible]

Fees Paid: _____

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared _____, who being by me first duly sworn on oath, deposes and says:

(1) That he is the fee-simple owner of the property legally described on page one of this application.

(2) That he desires approval for: Variance - Secondary Wall Sign

(3) That he has appointed Hbs Sign Industries to act as agent in his behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his stead.

Mark J. DelaBon

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 23rd day of September, 2015, by Martin J. DelaBon, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Wendy Then

Notary Public

Notary Public State of Florida
Wendy Then
My Commission FF 177989
Expires 12/20/2018

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority personally appeared _____, who being by me first duly sworn on oath, deposes and says:

(1) That he affirms and certifies that he understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.

(2) That he desires approval for: Variance - Secondary Wall Sign

(3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

Mark J. DelleBone
Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 23rd day of September, 20 15, by Mark DelleBone, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Wendy Then
Notary Public

Notary Public State of Florida
Wendy Then
My Commission FF 177989
Expires 12/20/2018

PROPERTY RECORD CARD

General Information

Owner Name:	SRK LADY LAKE 43 ASSOCIATES LLC	**Alternate Key:**	3872774
Mailing Address:	C/O BENCHMARK DEVELOPMENT GROUP 4053 MAPLE RD AMHERST, NY 14226 *Update Mailing Address*	**Parcel Number:**	08-18-24-100000000300
		Millage Group and City:	00LL (Lady Lake)
		Total Millage Rate:	18.70410
		Trash/Recycling /Water/Info:	*My Public Services Map*
Property Location:	472 NORTH HIGHWAY 27/441 LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	LADY LAKE, LADY LAKE CROSSING SUB LOT 3 ALSO BEING IN | 17-18-24 PB 63 PG 57-58 | ORB 4174 PG 1973 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		41515.59	SF	$0.00	$622,734.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
3962 / 1033	9/23/2010	Warranty Deed	Multi-Parcel	Vacant	$1,925,000.00
4174 / 1973	6/12/2012	Warranty Deed	Unqualified	Vacant	$253,800.00

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	$622,734	$622,734	$622,734	5.30510	$3,303.67
LAKE COUNTY MSTU AMBULANCE	$622,734	$622,734	$622,734	0.46290	$288.26
LAKE COUNTY MSTU FIRE	$622,734	$622,734	$622,734	0.47040	$292.93
SCHOOL BOARD STATE	$622,734	$622,734	$622,734	5.69700	$3,547.72
SCHOOL BOARD LOCAL	$622,734	$622,734	$622,734	1.50000	$934.10
TOWN OF LADY LAKE	$622,734	$622,734	$622,734	3.55100	$2,211.33
ST JOHNS RIVER FL WATER MGMT DIST	$622,734	$622,734	$622,734	0.30230	$188.25
LAKE COUNTY VOTED DEBT SERVICE	$622,734	$622,734	$622,734	0.16000	$99.64
LAKE COUNTY WATER AUTHORITY	$622,734	$622,734	$622,734	0.25540	$159.05

NORTH LAKE HOSPITAL DIST	$622,734	$622,734	$622,734	1.00000	$622.73
				Total: 18.7041	**Total:** $11,647.68

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to $25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to $500)	Learn More View the Law
Blind Exemption (up to $500)	Learn More View the Law
Disability Exemption (up to $500)	Learn More View the Law
Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption ($5000)	Learn More View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

Exemption Savings

The exemptions marked with a ✓ above are providing a tax dollar savings of:
$0.00

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

Assessment Reduction Savings

The assessment reductions marked with a ✓ above are providing a tax dollar

savings of: $0.00

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on 1 November 2015.

Town of Lady Lake

Variance Application

Attached Sheet:

6. The variance requested is as follows:

For a wall sign on the west elevation that does not have an entrance.

A second variance has been submitted concurrently with this application requesting to increase wall sign copy area to accommodate the proposed secondary wall sign.

7. The variance is necessary for the following reasons:

This elevation does not have a public entrance.

8. Is your situation due to unique circumstances not created by you or your predecessor in title? Explain such circumstances:

Our building, as it's positioned on Hwy 441/27, has exposure to oncoming traffic from the west as the cars ascend up the elevated highway. This design places a large blank wall to oncoming traffic. Although we have incorporated architectural features on this wall, there is a great opportunity to help identify the building to the public thus allowing the cars to position themselves to turn into our location.

9. Do special conditions and circumstances exist which are peculiar to your land or structure and which are not applicable to other lands of structures in the same district? Explain such conditions and circumstances.

Having exposure to the public but not having a public entrance make this a peculiar situation.

10. Would literal interpretation of the provisions of the Code deprive you of rights commonly enjoyed by other property owners in the same district? Explain such rights:

Yes, because if the variance is not granted there will not be any identification visible on the west building elevation.

11. A variance, as requested, will not permit, establish or enlarge any use or structure which is not permitted in the district. Does your request meet this criterion?

Yes

12. Have any land use applications been filed within the last year in connection with this property? If yes, briefly describe the nature of the request and the date it was done:

Not to our knowledge.

Justification Statement – Verizon

Secondary Wall Sign

1. No, there would be no diminution in value of surrounding properties. Having the signage on this elevation will assist the public and assist the other retail stores by identifying the store's location from the west.

2. Yes, granting the variance would be a benefit to the public interest. Drivers coming west to east on Hwy 441/27 would have a clear view of the signage on the elevation thus providing advanced direction to prepare them to make an upcoming left turn onto the property.

3. Yes, a denial of the variance would result in unnecessary hardship to both the tenant and the public looking to shop at the tenant's store. Many people may pass by not knowing the location is there and they could lose business.

4. The use of this signage is not contrary to the spirit of this Code. It assists in directing the public as they drive down the highway toward the property.

5. If the request is denied, then the tenant will still operate but will do so without the benefit of clearly identifying the property on the west side where the traffic is approaching.

6. Not applicable. The tenant and the developer do not suffer from any physical disabilities.

Wendy Then

From: Chris McKinstry
Sent: Monday, November 23, 2015 1:14 PM
To: Wendy Then
Subject: RE: TRC Review Item

The sign, as presented, will not interfere with traffic or visibility. I have no other comments.

LADY LAKE POLICE DEPARTMENT
Chief Chris McKinstry
Chief of Police
423 Fennell Blvd.
Lady Lake, FL 32159
(352) 751-1567

FSS 668.6076 – "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Town Hall hours of operation: Monday – Thursday, 7:30 am – 6:00pm

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From: Wendy Then
Sent: Monday, November 23, 2015 12:28 PM
To: Butch Goodman; Chris McKinstry; Dallas Foss; Thad Carroll
Subject: TRC Review Item

Good Morning,

Project: Verizon Store @ Lady Lake Crossing
Proposal: Secondary Wall Sign Variance- Resolution 2015-113

Description:

On 11/16/2015, Town Staff received a variance application from applicant Jennifer Ronneburger with Atlas Sign Industries for secondary wall signage to be placed on the northwest elevation of the outparcel building along North Highway 27/441 located within the Lady Lake Crossing Plaza.

Applicant, Atlas Sign Industries, has filed the variance application for the Verizon Store to be located at the Lady Lake Crossing Plaza for property addressed as 472 North Highway 27/441. The variance request has been made pursuant to the provisions of Chapter 17, Section 17-4).b).1).A)., of the Town of Lady Lake Land Development Regulations which only allows single use developments to place wall signage where the building fronts a public street. The proposed sign would be approximately 15'2" x 3'1/2" square feet in copy area; mirroring the other two (2) wall signs already mounted on the east and south façades.

Please provide comments before Monday, November 30, 2015. Thanks.

Wendy Then, CFM
Town Planner

Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159
352-751-1582
352-751-1514- Fax

Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

November 23, 2015

RE: Variance Resolution 2015-113

Dear Property Owner:

This is to notify you that Applicant, Jennifer Ronneburger with Atlas Sign Industries, has filed a variance application for Verizon located within the Lady Lake Crossing Plaza, addressed as 472 North Highway 27/441, owned by SRK Lady Lake 43 Associates, LLC, within the town limits of the Town of Lady Lake, Florida. The requested variance from the Land Development Regulations is as follows:

Resolution 2015-113

Variance application in accordance with the provisions of Chapter 17, Section 17-4).b).1).A)., which only allows single use developments to place wall signs on the side of the building facing a public street. The applicant proposes the installation of an additional secondary wall signage to be placed on the northwest elevation of the outparcel building for Verizon along North Highway 27/441 located within the Lady Lake Crossing Plaza. Applicant (Alternate Key 3872774) where there is not a public entrance. The proposed sign would be approximately 15'2" x 3'1/2" or 46.5 square feet in copy area; mirroring the other two (2) wall signs already mounted on the east and south façades.

Public hearing dates on the petitions are scheduled for the following dates:

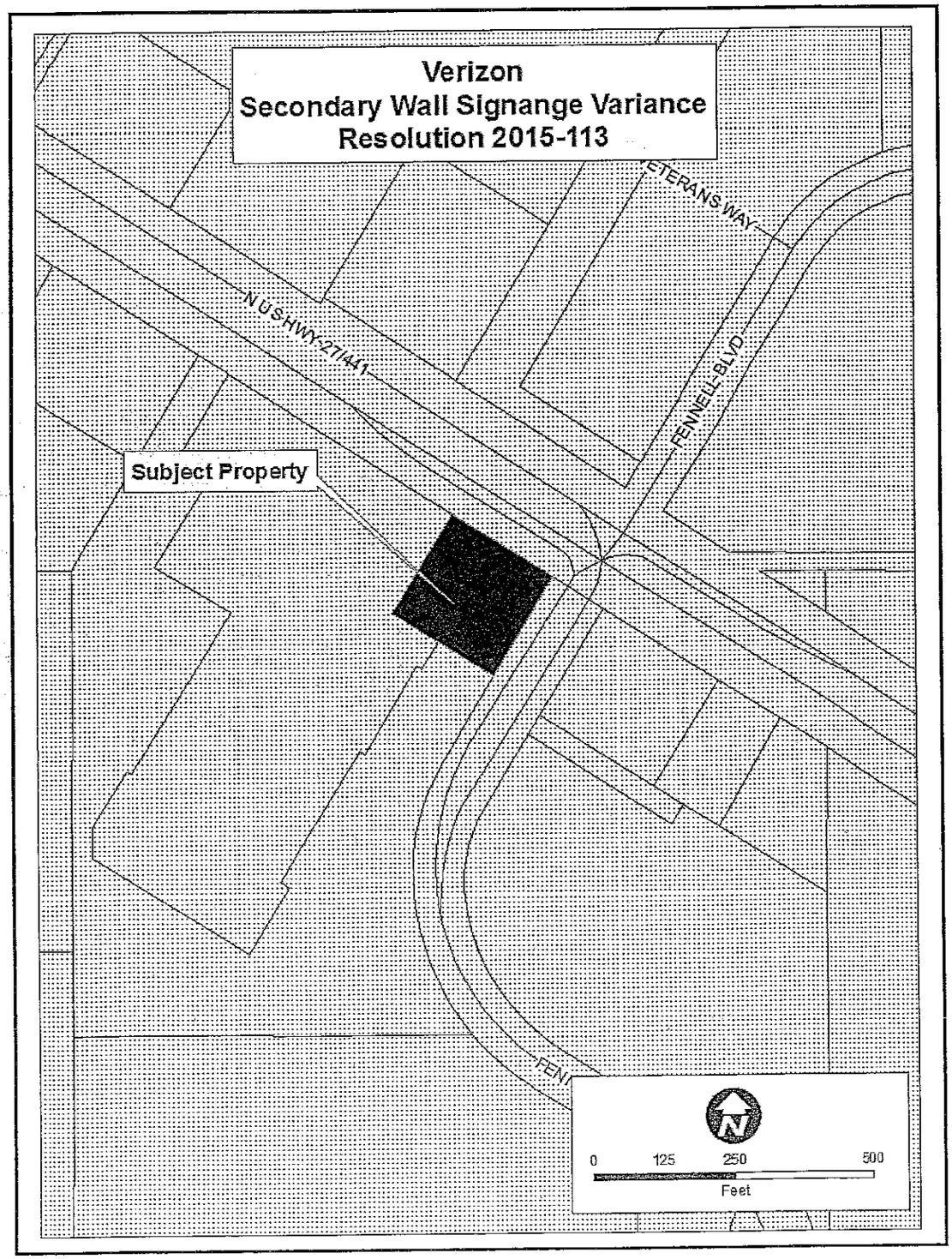
PLANNING AND ZONING BOARD- Monday, December 14, 2015 at 5:30 p.m.
COMMISSION MEETING- Monday, January 4, 2016 at 6:00 p.m.

You are invited to attend these public hearings to be held in the Town Hall Commission Chambers, 409 Fennell Boulevard, Lady Lake, Florida. The petitions may be inspected at Town Hall during regular business hours (7:30 a.m. to 6 p.m., Monday - Thursday) in the Growth Management Department. Any person wishing to appeal a decision of this public body should ensure themselves that a verbatim record of the proceedings is made. If you have any questions regarding this matter, please call me at (352) 751-1582 or via email at wthenl@ladylake.org.

Sincerely,

Wendy Then, CFM
Town Planner

MAP


Verizon
Secondary Wall Signange Variance
Resolution 2015-113
ETERANS WAY
N US-HWY-27/441
FENNELL BLVD
Subject Property
FEN
0
125
250
500
Feet

VARIANCE

verizon
VARIANCE

PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: December 14, 2015

SUBJECT: **Resolution No. 2015-113 – SRK Lady Lake 43 Associates, LLC for the Verizon Store– Variance Request Pursuant to Chapter 17, Section 17-4.b.1.A. to Allow a Secondary Wall Sign to be Placed on the northwest elevation of an outparcel building – Located within the Lady Lake Crossing Plaza, Which Does Not Have a Public Entrance, Addressed as 472 North Highway 27/441 (AK 3872774).**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

1. **Motion to forward Resolution 2015-113 to the Town Commission with the Recommendation of Approval.**

2. **Motion to forward Resolution 2015-113 to the Town Commission with the Recommendation of Denial.**

Staff is in support of Motion Number 1.

SUMMARY

On November 16, 2015, Town Staff received a variance application from applicant Jennifer Ronneburger with Atlas Sign Industries for secondary wall signage to be placed on the northwest elevation of the outparcel building along North Highway 27/441 located within the Lady Lake Crossing Plaza. Applicant, Atlas Sign Industries, has filed the variance application for the Verizon Store, located in the Lady Lake Crossing Plaza, property addressed as 472 North Highway 27/441. The variance request has been made pursuant to the provisions of Chapter 17, Section 17-4).b).1).A)., of the Town of Lady Lake Land Development Regulations which only allows single use developments to place wall signage where the building fronts a public street. The proposed sign would be approximately 15'2" x 3'1/2" square feet in copy area; mirroring the other two (2) wall signs already mounted on the east and south façades. The combined wall copy area of all three (3) signs would amount to 139.5 square feet; which meets sign code regulation of not exceeding the maximum 200 square feet of wall sign copy area allowed.

As required of this application, a Justification Statement has been submitted. The applicant stated that having the channel letter signs facing this elevation will assist the southbound

traffic to identifying the store's location from the northwest. Additionally, the applicant indicated that drivers going southbound on Highway 27/441 would be better directed to the store thus providing advanced direction to prepare them to make an upcoming right into the Lady Lake Crossing Plaza. Without it, many people may pass by missing the location. Lastly, the way the building exterior elevation was designed incorporates three (3) red bands along the top suitable for signage a wall signage; which two (2) bands have signs already installed and the third one looks empty and unbalanced.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 08 Township 18 South Range 24 East, Lady Lake, Florida. The property is zoned "PUD" Planned Unit Development, which permits the development in existence. The Future Land Use Map designation for the site is RET (Commercial General-Retail Sales and Services). The requested use is consistent with the adopted Memorandum of Agreement Ordinance 2006-04 for the Lady Lake Crossing Plaza and the directives of the Comprehensive Plan and adopted Land Development Regulations.

Comments:

- Notices to inform the surrounding property owners (6) within 150' of the subject property of the proposed variance were mailed by certified mail return receipt on Monday, November 23, 2015. The property was also posted on Monday, November 23, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2015-113 and provided comments on 11/30/2015 that determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

The **Town Commission** is scheduled to consider the application for Resolution 2015-113 for final consideration at their regular meeting on Monday, January 4, 2016.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: **[ ] Ordinance(s) [X] Resolution [ ] Budget Resolution**

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

12-3-15

DEPARTMENT HEAD		Submitted 12/2/15	Date
FINANCE DEPARTMENT		Approved as to Budget Requirements	Date
TOWN ATTORNEY		Approved as to Form and Legality	Date
TOWN MANAGER		Approved Agenda Item for: 12/14/15	Date 12/8/15

BOARD ACTION: [✓] Approved as Recommended [ ] Disapproved

Shoulders/Chiasson 4-0

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

cc: THAD-G.M.

~~MINUTES OF THE TOWN OF LADY LAKE~~
~~REGULAR PLANNING AND ZONING BOARD MEETING~~
~~LADY LAKE, FLORIDA~~

~~December 14, 2015~~
~~5:30 p.m.~~

~~The Planning and Zoning Board Meeting was held in the Town Hall Commission Chambers, 409 Fennell Blvd., Lady Lake, Florida.~~

~~CALL TO ORDER:~~ ~~John Gauder, Chairperson~~

~~PLEDGE OF ALLEGIANCE:~~ ~~John Gauder, Chairperson~~

~~ROLL CALL~~ ~~William Sigurdson, Vice Chairperson/Member~~
~~John Gauder, Chairperson~~
~~Michael McKenzie, Member~~
~~Peter Chiasson, Member~~

~~STAFF MEMBERS PRESENT:~~ ~~Thad Carroll, Growth Management Director; Wendy Then, Town Planner; and Beverly Lemay, Staff Assistant to Town Clerk~~

~~Also Present:~~ ~~Attorney Sasha Garcia, BRS Legal; and Commissioner Paul Hannan~~

~~OPEN FORUM:~~

~~Chairperson Gauder asked if anyone in the audience had any comments or questions. There were no comments or questions.~~

~~NEW BUSINESS:~~

~~1. Approval of Minutes~~ ~~November 9, 2015 Regular Meeting~~

~~Upon a motion by Member McKenzie and a second by Member Chiasson, the minutes of the Planning and Zoning Board Meeting of November 9, 2015 were approved as presented by a vote of 4-0.~~

~~2. Resolution No. 2015-113 – Variance Request – SRK Lady Lake 43 Associates, LLC for the Verizon Store – Request Pursuant to Chapter 17, Section 17-4.b.1.A. to Allow a Secondary Wall Sign to be Placed on the Northwest Elevation of an Outparcel Building – Located within the Lady Lake Crossing Plaza at 472 North Highway 27/441 (which does not have a public entrance) (Wendy Then)~~

Wendy Then, Town Planner, presented the background summary for this agenda item (on file in the Clerk's Office). She stated that on November 16, 2015, Town staff received a variance application from applicant Jennifer Ronneburger with Atlas Sign Industries for secondary wall signage to be placed on the northwest elevation of the outparcel building along North Highway 27/441, located within the Lady Lake Crossing Plaza. The applicant, Atlas Sign Industries, has filed the variance application for the Verizon Store, property addressed as 472 North Highway 27/441. The variance

DRAFT

request has been made pursuant to the provisions of Chapter 17, Section 17-4).b).1).A)., of the Town of Lady Lake Land Development Regulations which only allows single use developments to place wall signage where the building fronts a public street. The proposed sign would be approximately 15'2" x 3'1/2" sq. ft. in copy area; mirroring the other two wall signs already mounted on the east and south façades. The combined wall copy area of all three signs would amount to 139.5 sq. ft., which meets sign code regulation of not exceeding the maximum 200 sq. ft. of wall sign copy area allowed. Ms. Then stated that staff recommends approval of this resolution.

Aerial views and zoning of the subject property and adjacent parcels were shown.

Ms. Then reported that as required of this application, a Justification Statement has been submitted. In it, the applicant stated that having the channel letter signs facing this elevation will assist the southbound traffic to identifying the store's location from the northwest. Additionally, the applicant indicated that drivers going southbound on Highway 27/441 would be better directed to the store thus providing advance direction to prepare them to make an upcoming right into the Lady Lake Crossing Plaza. Without it, many people may pass by, missing the location. Lastly, the way the building exterior elevation was designed incorporates three red bands along the top suitable wall signage; two bands have signs already installed and the third one looks empty and unbalanced.

Ms. Then reviewed the site plan of the proposed location for the sign, as well as renderings and engineering of the proposed sign for the building. She also showed photos of the posting in front of the building and of the building with present signage, and photos of the northbound view.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 08, Township 18 South, Range 24 East, Lady Lake, Florida. The property is zoned "PUD" Planned Unit Development, which permits the development in existence. The Future Land Use Map designation for the site is RET (Commercial General-Retail Sales and Services). The requested use is consistent with the adopted Memorandum of Agreement of Ordinance 2006-04 for the Lady Lake Crossing Plaza, and the directives of the Comprehensive Plan and adopted Land Development Regulations.

Ms. Then reported that notices to inform the six surrounding property owners within 150' of the subject property of the proposed variance were mailed by certified mail return receipt on Monday, November 23, 2015 and the property was also posted this same date. She stated five of the six return receipts have been received and there have been no objections or letters of support received to date.

DRAFT

Ms. Then reported that the Technical Review Committee (TRC) members individually reviewed the application for Resolution No. 2015-113 and provided comments on November 30, 2015 that determined the application complete and ready for transmittal to the Planning and Zoning Board and Town Commission. The Town Commission is scheduled to consider the application for Resolution No. 2015-113 for final consideration at their regular meeting on Monday, January 4, 2016.

Ms. Then stated that the applicant is present if there are any questions.

Chairperson Gauder clarified that the signage is proposed for the northwest side of the building.

Member Chiasson asked if the verbiage on the sign will match with the others on the Verizon Store.

Ms. Then replied that it will be identical in appearance and size, and will stay within the maximum allowance of 200 sq. ft.

Chairperson Gauder asked if there were any comments or questions from the audience, and hearing none, asked for a motion.

Upon a motion by Member Sigurdson and a second by Member Chiasson, the Planning and Zoning Board recommended approval and transmittal of Resolution No. 2015-113 to the Town Commission for consideration by the following roll call vote:

MCKENZIE	***YES***
CHIASSON	***YES***
SIGURDSON	***YES***
GAUDER	***YES***

CHAIRPERSON/MEMBERS' REPORT:

Chairperson Gauder asked if the members had any comments. There were no comments.

ADJOURN: ***With nothing further to discuss, the meeting was adjourned at 5:42 p.m.***

Beverly Lemay, Staff Assistant

John Gauder, Chairperson

Minutes transcribed Nancy Slaton, Deputy Town Clerk

DRAFT

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: January 4, 2016 FIRST/FINAL READING

SUBJECT: **Resolution No. 2015-113 – SRK Lady Lake 43 Associates, LLC for the Verizon Store– Variance Request Pursuant to Chapter 17, Section 17-4.b.1.A. to Allow a Secondary Wall Sign to be Placed on the northwest elevation of an outparcel building – Located within the Lady Lake Crossing Plaza, Which Does Not Have a Public Entrance, Addressed as 472 North Highway 27/441 (AK 3872774).**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff recommends approval of Resolution 2015-113- Request Pursuant to Chapter 17, Section 4.b.1.A. to Allow a Secondary Wall Sign to be Placed on the northwest elevation of an outparcel building – Located within the Lady Lake Crossing Plaza, Which Does Not Have a Public Entrance, Addressed as 472 North Highway 27/441 (AK 3872774).

SUMMARY

On November 16, 2015, Town Staff received a variance application from applicant Jennifer Ronneburger with Atlas Sign Industries for secondary wall signage to be placed on the northwest elevation of the outparcel building along North Highway 27/441 located within the Lady Lake Crossing Plaza. Applicant, Atlas Sign Industries, has filed the variance application for the Verizon Store, located in the Lady Lake Crossing Plaza, property addressed as 472 North Highway 27/441. The variance request has been made pursuant to the provisions of Chapter 17, Section 17-4).b).1).A)., of the Town of Lady Lake Land Development Regulations which only allows single use developments to place wall signage where the building fronts a public street. The proposed sign would be approximately 15'2" x 3' 1/2 in copy area; mirroring the other two (2) wall signs already mounted on the east and south façades. The combined wall copy area of all three (3) signs would amount to 139.5 square feet; which meets sign code regulation of not exceeding the maximum 200 square feet of wall sign copy area allowed.

As required of this application, a Justification Statement has been submitted. The applicant stated that having the channel letter signs facing this elevation will assist the southbound traffic to identifying the store's location from the northwest. Additionally, the applicant indicated that drivers going southbound on Highway 27/441 would be better directed to the

store thus providing advanced direction to prepare them to make an upcoming right into the Lady Lake Crossing Plaza. Without it, many people may pass by missing the location. Lastly, the way the building exterior elevation was designed incorporates three (3) red bands along the top suitable for signage a wall signage; which two (2) bands have signs already installed and the third one looks empty and unbalanced.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

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6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 08 Township 18 South Range 24 East, Lady Lake, Florida. The property is zoned "PUD" Planned Unit Development, which permits the development in existence. The Future Land Use Map designation for the site is RET (Commercial General-Retail Sales and Services). The requested use is consistent with the adopted Memorandum of Agreement Ordinance 2006-04 for the Lady Lake Crossing Plaza and the directives of the Comprehensive Plan and adopted Land Development Regulations.

Comments:

- Notices to inform the surrounding property owners (6) within 150' of the subject property of the proposed variance were mailed by certified mail return receipt on Monday, November 23, 2015. The property was also posted on Monday, November 23, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2015-113 and provided comments on 11/30/2015 that determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

The **Planning and Zoning Board** heard the application for Resolution 2015-110 at their regular meeting on Monday, December 14, 2015, and recommended approval with a 4-0 vote.

FISCAL IMPACT: $ _____

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance(s) [X] Resolution [ ] Budget Resolution

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

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DEPARTMENT HEAD	Submitted 12/23/15	Date
FINANCE DEPARTMENT 12-23-2015	Approved as to Budget Requirements	Date
TOWN ATTORNEY	Approved as to Form and Legality	Date
TOWN MANAGER	Approved Agenda Item for: 1-4-16	Date 12/23/15

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: January 4, 2016 FIRST/FINAL READING

SUBJECT: **Resolution No. 2015-113 – SRK Lady Lake 43 Associates, LLC for the Verizon Store– Variance Request Pursuant to Chapter 17, Section 17-4.b.1.A. to Allow a Secondary Wall Sign to be Placed on the northwest elevation of an outparcel building – Located within the Lady Lake Crossing Plaza, Which Does Not Have a Public Entrance, Addressed as 472 North Highway 27/441 (AK 3872774).**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff recommends approval of Resolution 2015-113- Request Pursuant to Chapter 17, Section 4.b.1.A. to Allow a Secondary Wall Sign to be Placed on the northwest elevation of an outparcel building – Located within the Lady Lake Crossing Plaza, Which Does Not Have a Public Entrance, Addressed as 472 North Highway 27/441 (AK 3872774).

SUMMARY

On November 16, 2015, Town Staff received a variance application from applicant Jennifer Ronneburger with Atlas Sign Industries for secondary wall signage to be placed on the northwest elevation of the outparcel building along North Highway 27/441 located within the Lady Lake Crossing Plaza. Applicant, Atlas Sign Industries, has filed the variance application for the Verizon Store, located in the Lady Lake Crossing Plaza, property addressed as 472 North Highway 27/441. The variance request has been made pursuant to the provisions of Chapter 17, Section 17-4).b).1).A)., of the Town of Lady Lake Land Development Regulations which only allows single use developments to place wall signage where the building fronts a public street. The proposed sign would be approximately 15'2" x 3' 1/2 in copy area; mirroring the other two (2) wall signs already mounted on the east and south façades. The combined wall copy area of all three (3) signs would amount to 139.5 square feet; which meets sign code regulation of not exceeding the maximum 200 square feet of wall sign copy area allowed.

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store thus providing advanced direction to prepare them to make an upcoming right into the Lady Lake Crossing Plaza. Without it, many people may pass by missing the location. Lastly, the way the building exterior elevation was designed incorporates three (3) red bands along the top suitable for signage a wall signage; which two (2) bands have signs already installed and the third one looks empty and unbalanced.

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Comments:

- Notices to inform the surrounding property owners (6) within 150' of the subject property of the proposed variance were mailed by certified mail return receipt on Monday, November 23, 2015. The property was also posted on Monday, November 23, 2015.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2015-113 and provided comments on 11/30/2015 that determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

The **Planning and Zoning Board** heard the application for Resolution 2015-110 at their regular meeting on Monday, December 14, 2015, and recommended approval with a 4-0 vote.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance(s) [X] Resolution [ ] Budget Resolution

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

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DEPARTMENT HEAD		Submitted 12/23/15	Date
FINANCE DEPARTMENT 12-23-2015		Approved as to Budget Requirements	Date
TOWN ATTORNEY		Approved as to Form and Legality	Date
TOWN MANAGER		Approved Agenda Item for: 1-4-16	Date 12/23/15

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[✓] Tabled Indefinitely [ ] Continued to Date Certain

HAN/HOL 5-0

[ ] Approved with Modification

CC: THAB-G.M.

~~Commissioner Richards asked if this is for the old part of the library.~~

~~Ms. Brinson replied that it is for the new part of the library.~~

~~Commissioner Holden asked how long the unit has been in use and if it was new when it was put in.~~

~~Ms. Brinson replied that the unit was put in new and the building will be five years old this next May.~~

~~Commissioner Hannan asked if the new unit will be bigger than the current unit.~~

~~Ms. Brinson replied that the new unit is the same size but is a different type and will better handle the library's air conditioning capability needs.~~

~~Town Manager Kris Kollgaard asked Public Works Director C.T. Eagle if he could expand on this.~~

~~Mr. Eagle stated the current unit is the wrong SEER rating for the library's need and was not installed correctly. He stated it is out of warranty.~~

~~Commissioner Holden asked what the current SEER rating is.~~

~~Mr. Eagle replied that the new unit will be a SEER rating of 15 to 16, and the current one is only about a 12. He stated the handling capacity for the current unit was not installed correctly.~~

~~Commissioner Hannan confirmed that the current unit is still operational, but is not doing the job.~~

~~Ms. Brinson replied that it is still operational, but has needed repairs on and off every couple of months.~~

~~Commissioner Holden asked what the brand is on the current unit.~~

~~Mr. Eagle replied he did not know the brand of the current unit, and Ms. Brinson stated the new unit will be a Carrier.~~

~~Commissioner Holden remarked that Carrier is a good brand.~~

~~***Upon a motion by Commissioner Hannan and a second by Commissioner Richards, the Commission approved the interdepartmental transfer of funds in the amount of $12,700 from the Library's Repair and Maintenance line item to the capital equipment line item, for the purchase of a 15 ton a/c condensing unit by a vote of 5 to 0.***~~

K. TOWN ATTORNEY'S REPORT:

5. <u>Resolution No. 2015-113 – First Reading – Variance Request by SRK Lady Lake 43 Associates, LLC for the Verizon Store to Allow a Secondary Wall Sign to be Placed on the Northwest Elevation of an Outparcel Building – Located at 472 N. US Hwy 27/441 (Thad Carroll)</u>

Town Attorney Derek Schroth read the resolution by title only.

Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that on November 16, 2015, Town staff received a variance application from applicant Jennifer Ronneburger with Atlas Sign Industries for secondary wall signage to be placed on the northwest elevation of the outparcel building along North Highway 27/441 located within the Lady Lake Crossing Plaza. He stated that the applicant, Atlas Sign Industries, has filed the variance application for the Verizon Store, located in the Lady Lake Crossing Plaza, property addressed as 472 North Highway 27/441. Mr. Carroll stated that the variance request has been made pursuant to the provisions of Chapter 17, Section 17-4).b).1).A)., of the Town of Lady Lake Land Development Regulations, which only allows single use developments to place wall signage where the building fronts a public street. He stated the proposed sign would be approximately 15'2" x 3' 1/2 in copy area; mirroring the other two wall signs already mounted on the east and south façades. The combined wall copy area of all three signs would amount to 139.5 sq. ft., which meets sign code regulation of not exceeding the maximum 200 sq. ft. of wall sign copy area allowed.

Aerial views of the site, zoning of the property and adjacent parcels, a rendering of the proposed sign on the building, and photos of the building in its current state and postings were shown.

Mr. Carroll reported that as required of this application, a justification statement has been submitted. In it, the applicant stated that having the channel letter signs facing this elevation will assist the southbound traffic to identifying the store's location from the northwest. Additionally, the applicant indicated that drivers going southbound on Highway 27/441 would be better directed to the store thus providing advanced direction to prepare them to make an upcoming right into the Lady Lake Crossing Plaza. Without it, many people may pass by missing the location. Lastly, the way the building exterior elevation was designed incorporates three red bands along the top suitable for signage a wall signage; on which two bands have signs already installed, and the third one looks empty and unbalanced.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 08, Township 18 South, Range 24 East, Lady Lake, Florida. The property is zoned "PUD" Planned Unit Development, which permits the development in existence. The Future Land Use Map designation for the site is RET (Commercial General-Retail Sales and Services). The requested use is consistent with the adopted Memorandum of Agreement of Ordinance 2006-04 for the Lady Lake Crossing Plaza and the directives of the Comprehensive Plan and adopted Land Development Regulations.

Mr. Carroll reported that notices to inform the surrounding property owners (6) within 150' of the

subject property of the proposed variance were mailed by certified mail return receipt on Monday, November 23, 2015 and the property was also posted this same date. He stated that all the return receipts have been received and there has been no objections or letters of support to date.

Mr. Carroll stated that the Technical Review Committee (TRC) members individually reviewed the application for Resolution No. 2015-113 and provided comments on November 30, 2015 that determined the application complete and ready for transmittal to the Planning and Zoning Board and Town Commission. The Planning and Zoning Board heard the application for Resolution No. 2015-113 at their regular meeting on Monday, December 14, 2015, and recommended approval with a 4-0 vote.

Mayor Kussard asked if anyone from the Commission or the audience had any questions or comments.

Commissioner Hannan commented that the photos show that the large trees are somewhat covering the signs, and this should be kept in mind when reviewing these items for approval. He stated perhaps the applicants should have lower landscaping so the building can be more visible.

Commissioner Richards commented that there is a monument sign right out front that is not obscured.

Commissioner Hannan asked if the ordinance for signs is being changed as had been discussed previously, and if so, is there a time frame for the changes to occur.

Town Manager Kris Kollgaard confirmed that this is an item that will be revised the next time a change is made to the Land Development Regulations. She stated that staff tries to do as many revisions at one time to keep the cost down for codifying the changes. She stated that now would be the time for the Commissioners to bring up any changes they want made to the LDRs.

Commissioner Richards asked how many signs is enough, as there is a sign on the south and east sides, with a monument sign in front.

Mayor Kussard stated that by the time you come up on the monument sign from the north, you may have bypassed the driveway to turn into the Verizon Store. She stated she thinks it is a good location for the sign.

Commissioner Richards stated the monument sign is almost 50 feet north of the building and should be visible up to 100 feet away.

Commissioner Holden agreed with Commissioner Richards that everyone should be able to notice the Verizon Store is there.

Commissioner Vincent commented that the Commission did not approve the church's request to put a sign on their building off of Highway 466.

Commissioner Hannan stated that he went by that church yesterday and you cannot tell what type of church it is. He stated he would like to see the church bring their request back to the Commission.

Commissioner Hannan made a motion to approve Resolution No. 2015-113, but the motion died for lack of a second.

Mr. Carroll stated that the applicant, Jennifer Ronneburger, is present if there are any questions before a second motion is made.

Ms. Ronneburger introduced herself and stated that the reasons Verizon has their building set up like this with the sign on all three sides is for visibility, obviously, and also to complete the aesthetic look of the building as the north side is just a blank area which calls for a sign. She stated the proposed sign would be the same size, and the proposed square footage all together would still not exceed the allowable. She stated the only issue with this site is that there is no street frontage. Ms. Ronneburger requested that the Commission approve this request based on everything else that has been granted, especially within the shopping center across the street. She stated the property owner was unable to travel today due to illness, and if the Commission does not want to approve the request today, she asked that it be tabled until the property owner can attend.

Upon a motion by Commissioner Hannan and seconded by Commissioner Holden, the Commission agreed to table the first/final reading of Resolution No. 2015-113 by the following roll call vote:

HOLDEN	***YES***
VINCENT	***YES***
HANNAN	***YES***
RICHARDS	***YES***
KUSSARD	***YES***

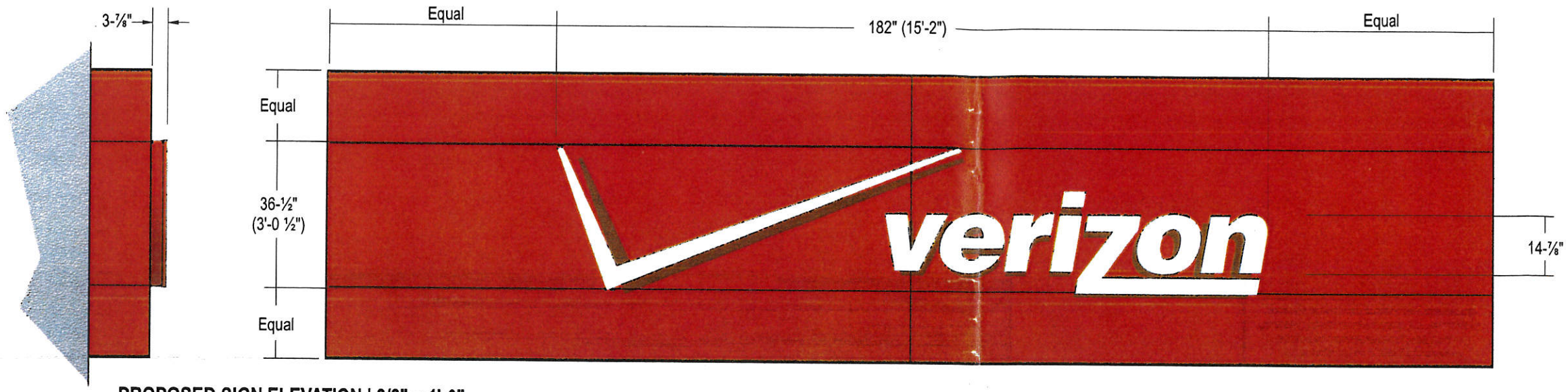
~~**6. Ordinance No. 2016-04 – First Reading – Suspension of the Supplemental Education Assistance Fee (Thad Carroll)**~~

~~Town Attorney Derek Schroth read the ordinance by title only.~~

~~Growth Management Director Thad Carroll gave the background summary for this agenda item (on file in the Clerk's office). He stated that on September 29, 2015, the Lake County Board of County Commissioners approved Ordinance No. 2015-40 which provided for the increase of the educational impact fees for all residential construction within the county, both unincorporated and within municipalities, to one hundred percent (100%) of the recommended amount in accordance with the Lake County Schools Educational Facilities Update Study dated July 16, 2015. He stated that due to the adoption of Ordinance No. 2015-40, the supplemental educational assistance fee cannot be imposed by the Town of Lady Lake, because 100% of the recommended amount for the impact fee is to be collected in full by the Lake County Board of County Commissioners effective January 11, 2016. Mr. Carroll stated that at this time, the Town of Lady Lake must suspend collection of the Supplemental Education Assistance Fee to a date uncertain.~~

~~Mr. Carroll stated that staff recommends approval of this ordinance.~~

~~Mr. Carroll reported that as per the Impact Fee Study prepared by Tindale Oliver, dated July 16, 2015 (with Table 11 revised August 19, 2015), the Public School Impact Fee per Dwelling Unit was recommended to be $9,324 for single family homes; $8,045 for Multi-family dwellings, and $5,856 for Mobile Home/Mobile Home Parks. He stated that age-restricted communities remain exempt as they have no impact on the school system. Below are the adopted rates as per Ordinance No. 2015-40, assessing the full amount.~~



PROPOSED SIGN ELEVATION | 3/8" = 1'-0"

SQUARE FOOTAGE:

Allowable = 200.0 SF Aggregate
Proposed = 3.06' x 15.16' = 46.38' SF

DESCRIPTION:

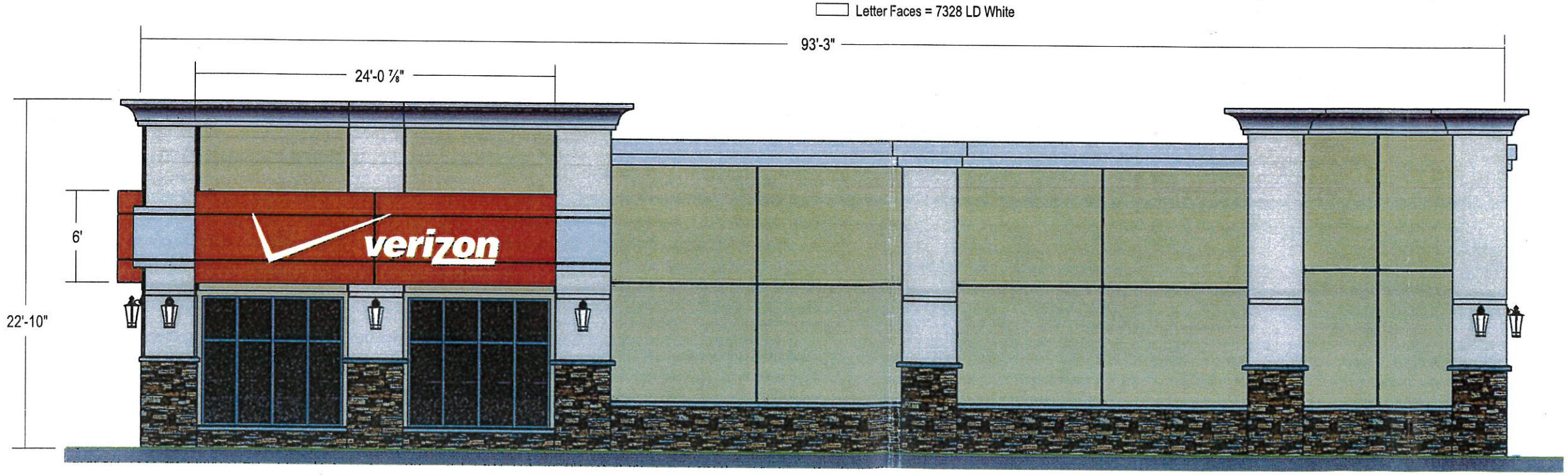
1. Formed dimensional letters and logo will be aluminum backs and pre-finished aluminum returns.
2. Sign will be internally illuminated with low voltage LED's. Power packs and electrical concealed behind wall.
3. Faces will be pigmented acrylic. Logo and "Z" faces will have exterior surface applied vinyl overlay.
4. Secure faces to returns with 1" standard trim cap retainer fastened with wafer screws. Paint screws to match trim cap color.
5. Sign mounts flush to fascia.

SCOPE OF WORK:

1. Manufacture new formed channel letters and check mark as shown and described.
2. On site install new letters and check mark on existing backer provided.
3. Connect to primary power provided by others to within five feet of sign area.
4. Confirm proper illumination prior to departing location.

COLOR SCHEDULE:

- Letter Returns = Pre-Finished Red Exterior/White Interior
- Letter Trim Cap = Standard Red
- Letter Faces = 7328 LD White
- Letter LED's = GE Minimax White
- "I" Bridge = Paint to Match Backer (TBD)



RIGHT SIDE ELEVATION | 1/8" = 1'-0"

West Elevation

500 State Road 27, Lady Lake, Florida

Proposed Right Side Channel Letters

atlas SIGN INDUSTRIES
THE SIGN OF PERFORMANCE

CORPORATE HEADQUARTERS
1077 West Blue Heron Blvd., Riviera Beach, FLA 33404
Phone: (561)863-6659 / (800)772-7932 Fax: (561)863-4294

NORTHEAST DIVISION
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www.atlassignindustries.us

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S.O. No.	55341
Drawing No.	002
Date	03|02|2015
Path	Verizon|FL|Lady Lake
PM	G. Easley
Drawn By	D. Rodgers
Scale	As Shown
Revision 1	3/12/15 by DP
Revision 2	
Revision 3	
Revision 4	
Revision 5	
Revision 6	

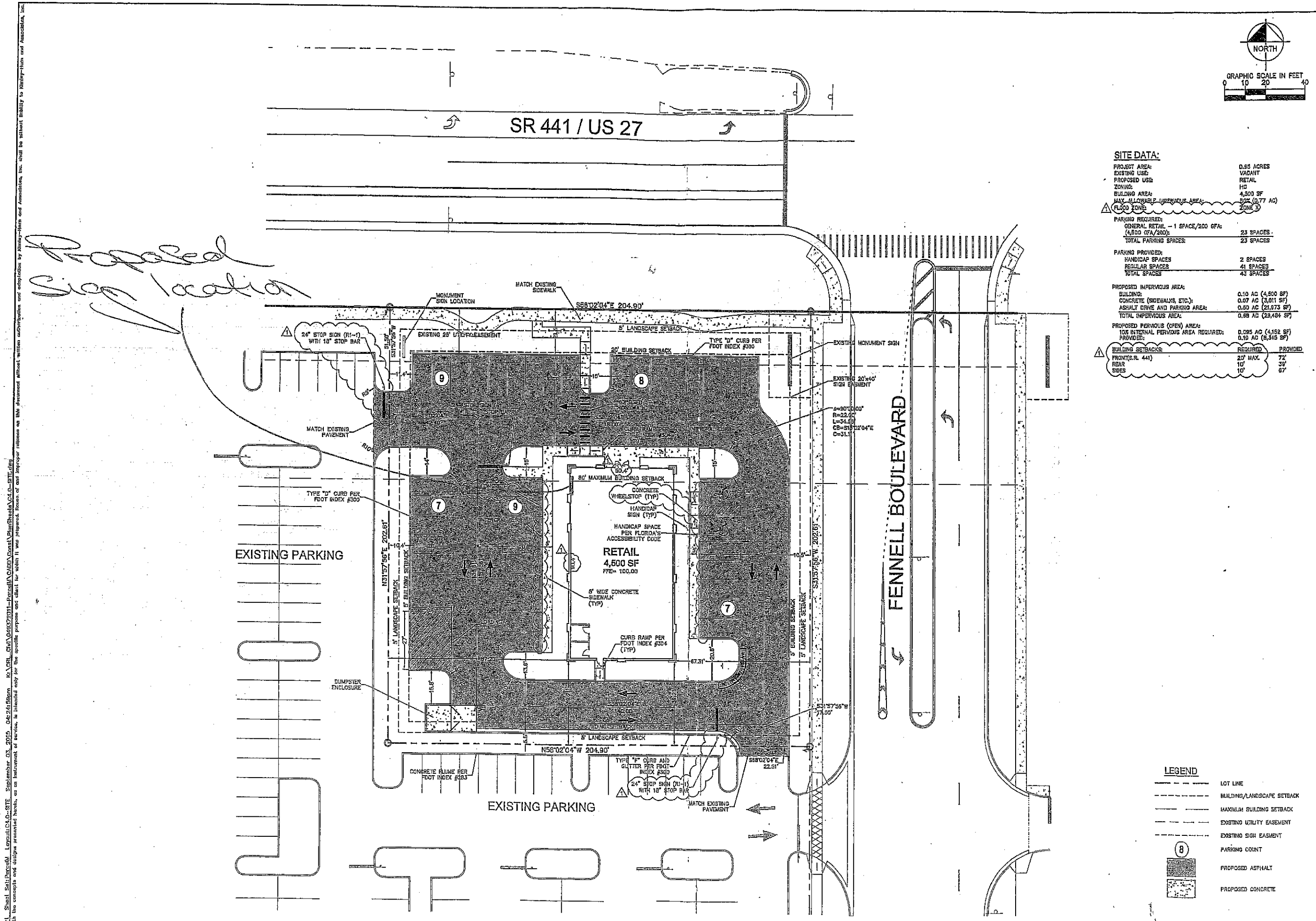
verizon

UL UNDERWRITERS LABORATORIES INC. LISTED

Approved by: _____

Date: _____

- APPROVED AS SHOWN
- APPROVED AS NOTED
- CORRECT & RESUBMIT



SITE DATA:

PROJECT AREA:	0.85 ACRES
EXISTING USE:	VACANT
PROPOSED USE:	RETAIL
ZONING:	HC
BUILDING AREA:	4,500 SF
MAX. ALLOWABLE IMPERVIOUS AREA:	90% (0.77 AC)
FLOOD ZONE:	ZONE X

PARKING REQUIRED:

GENERAL RETAIL – 1 SPACE/200 GFA: (4,500 GFA/200):	23 SPACES
TOTAL PARKING SPACES:	23 SPACES

PARKING PROVIDED:

HANDICAP SPACES	2 SPACES
REGULAR SPACES	41 SPACES
TOTAL SPACES	43 SPACES

PROPOSED IMPERVIOUS AREA:

BUILDING:	0.10 AC (4,500 SF)
CONCRETE (SIDEWALKS, ETC.):	0.07 AC (3,011 SF)
ASPHALT DRIVE AND PARKING AREA:	0.50 AC (21,973 SF)
TOTAL IMPERVIOUS AREA:	0.68 AC (29,484 SF)

PROPOSED PERVIOUS (OPEN) AREA:

10% INTERNAL PERVIOUS AREA REQUIRED:	0.095 AC (4,152 SF)
PROVIDED:	0.19 AC (8,315 SF)

BUILDING SETBACKS:	REQUIRED	PROVIDED
FRONT(S.R. 441)	20' MAX.	72'
REAR	10'	39'
SIDES	10'	67'

LEGEND

- LOT LINE
- BUILDING/LANDSCAPE SETBACK
- MAXIMUM BUILDING SETBACK
- EXISTING UTILITY EASEMENT
- EXISTING SIGN EASEMENT
- (8) PARKING COUNT
- PROPOSED ASPHALT
- PROPOSED CONCRETE

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW
DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY
1	REVISED PER COMMENTS	03/30/15	RWS

Kimley»Horn

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3660 MAGUIRE BOULEVARD, SUITE 200, ORLANDO, FL 32803
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
JAY R. JACKSON, P.E.
FLORIDA LICENSE NUMBER 54247
DATE: ____

KHA PROJECT 049372011
DATE 02/18/2015
SCALE AS SHOWN
DESIGNED BY ___
DRAWN BY ___
CHECKED BY ___

SITE PLAN

LADY LAKE CROSSING
KOHL'S OUTPARCEL

TOWN OF LADY LAKE FLORIDA

SHEET NUMBER
C4.0

ollted By:Spence, Robert Sheet Set:PerceM Layout:C4.0-SITE September 03, 2015 04:24:59pm K:\ORL_Civil\049372011-PerceM\CADD\Const\BlueSheets\C4.0-SITE.dwg
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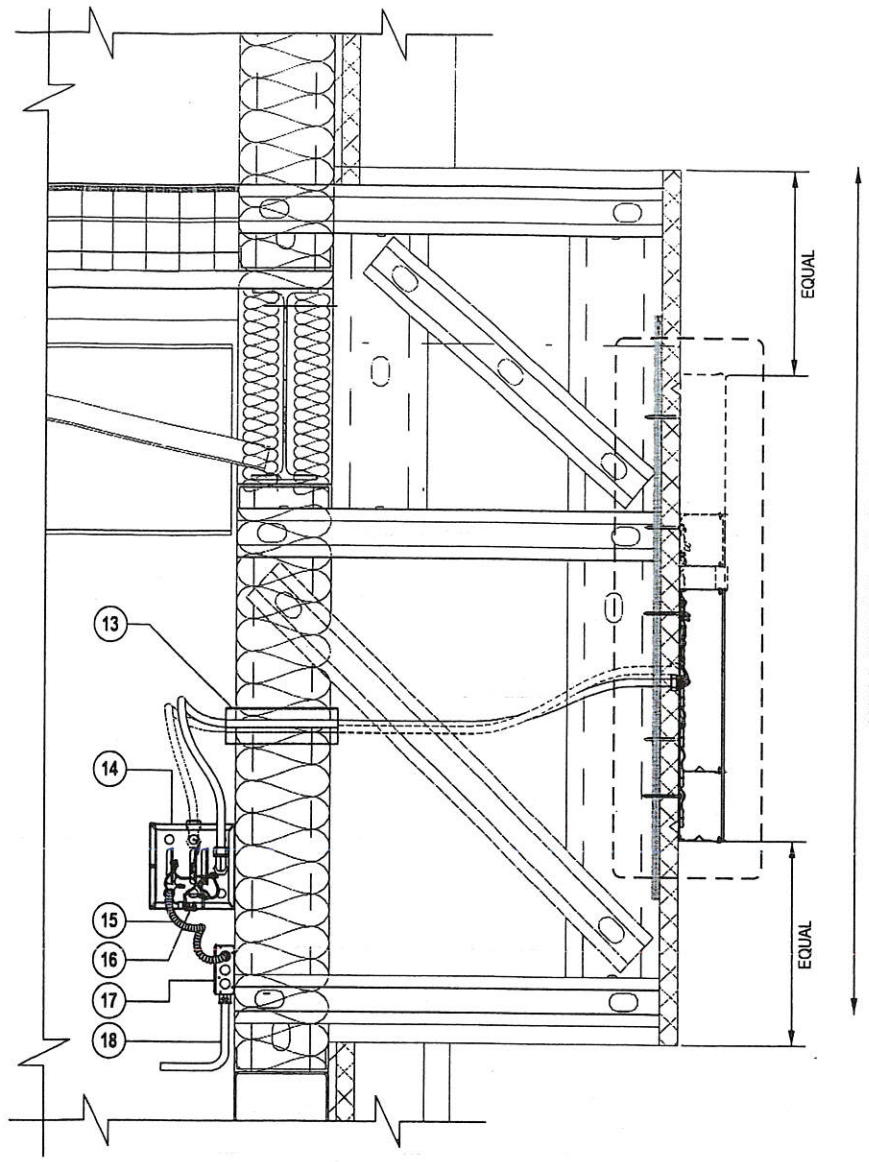
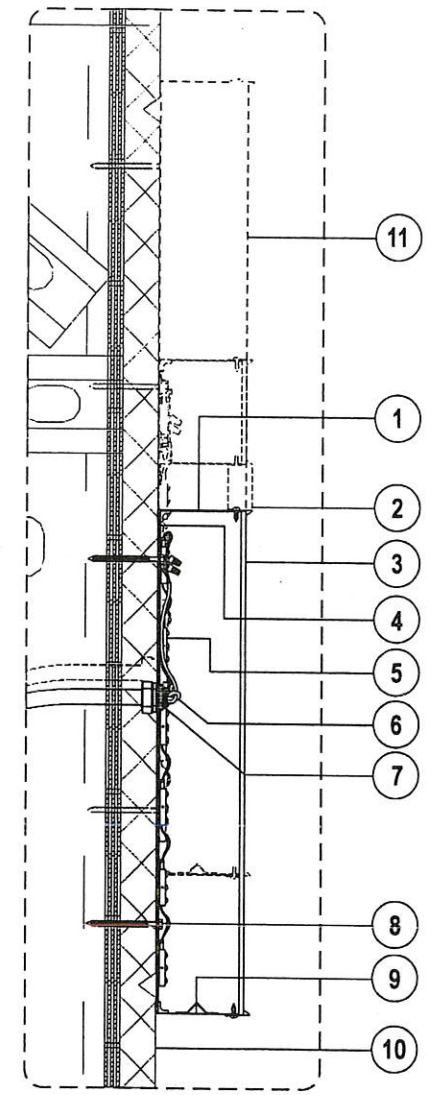


SECTION THRU LETTERS, WALL & LOGO
(WEST ELEVATION)



SECTION THRU LETTERS & LOGO

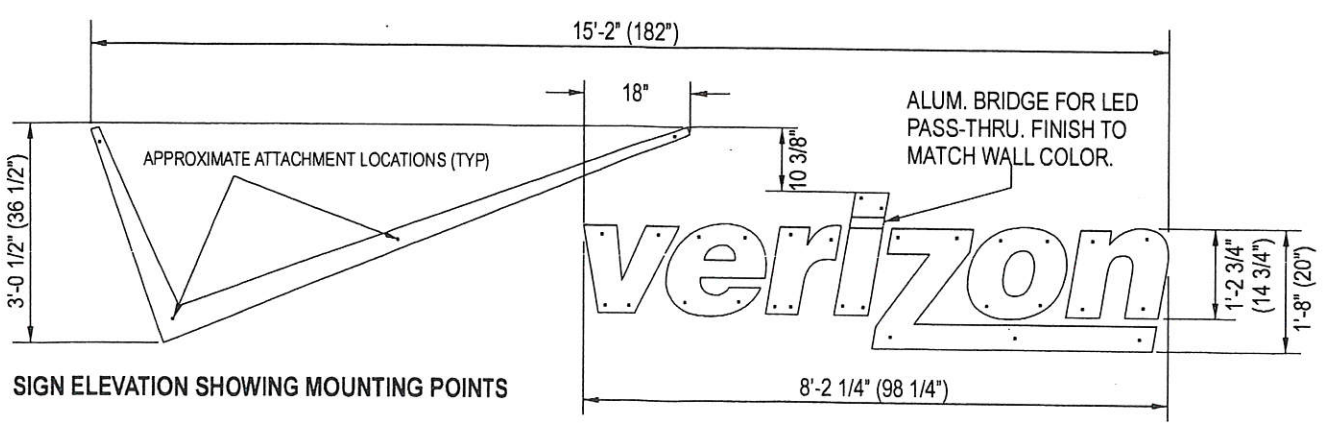
SPECIFICATIONS :

1. .040" x 3 1/2" ALUMINUM LETTER AND LOGO RETURNS FASTENED TO BACKS WITH 1/2" x 1/2" x 18 GAUGE METAL STAPLES. (1) EVERY 3" TYPICAL. SEAL AT RETURN AND BACK OVERLAP INSIDE WITH VOC COMPLIANT 360 WHITE LATEX CAULKING TO PREVENT MOISTURE PENETRATION.
2. 1" JEWELITE TRIM CAP FACE RETAINER CHEMICALLY BONDED TO ACRYLIC FACE AND FASTENED TO RETURN WITH #8 x 1/2" PAN HEAD SCREWS. (1) EVERY 6" TYPICAL.
3. 3/16" THICK ACRYLIC FACE.
4. .063" ALUMINUM BACK FASTENED TO RETURNS WITH 1/2" x 1/2" x 18 GAUGE METAL STAPLES. (1) EVERY 3" TYPICAL. SEAL AT RETURN AND BACK OVERLAP INSIDE WITH VOC COMPLIANT 360 WHITE LATEX CAULKING TO PREVENT MOISTURE PENETRATION.
5. GEMM71-1 TETRA 7100K SERIES 8 MINIMAX LED MODULES FASTENED TO ALUMINUM BACK INSIDE WITH 3M VHB TAPE AND 3/16" RIVETS.
6. #18 AWG UV RATED LOW VOLTAGE WIRING. (1) PER LETTER FROM LED MODULES THRU LETTER BACK AND WALL INSIDE UL LIQUIDTIGHT CONDUIT TO POWER SUPPLY HOUSING AND CONNECTION TO POWER SUPPLY.
7. UL LIQUIDTIGHT CONDUIT CONNECTOR. (1) PER LETTER REQUIRED.
8. FASTEN LETTERS AND LOGO TO EXISTING WALL WITH 1/4"Ø x 3" LONG STAINLESS STEEL NON-CORROSIVE LAG SCREWS. SEE SIGN ELEVATION FOR QUANTITY AND APPROXIMATE PLACEMENT.
9. 1/4" MINIMUM DIAMETER DRAIN HOLES WITH LIGHT SHIELDS, (2) PER LETTER PER NEC 600.9.
10. EXISTING SIGN AREA 1 1/2" E.I.F.S. SYSTEM OVER METAL STUD FRAME. G.C. WILL PROVIDE 5/8" EXTERIOR GRADE PLYWOOD SHEATHING AT ALL SIGN AREAS.
11. VERIZON "CHECK" LOGO. FABRICATED AND INSTALLED AS PER LETTERS.
12. #18AWG CLASS 2 UV RATED LOW VOLTAGE LED BRANCH WIRING FROM LETTERS AND LOGO INSIDE UL LIQUIDTIGHT CONDUIT THRU G.C. SUPPLIED 3" DIA. PASS-THRU PIPE IN WALL TO POWER SUPPLY HOUSING AND CONNECTION TO POWER SUPPLY.
13. G.C. SUPPLIED 3" DIA. PIPE THRU WALL FOR LIQUIDTIGHT CONDUIT PASS-THRU FROM LETTERS AND LOGO. G.C. WILL FILL PIPE WITH FOAM INSULATION AFTER INSTALLATION.
14. UL METAL POWER SUPPLY HOUSING WITH ACCESS COVER MOUNTED BEHIND WALL ABOVE ACOUSTICAL CEILING
15. #12AWG BRANCH WIRING WITH GROUND INSIDE UL CONDUIT FROM POWER SUPPLY HOUSING AND CONNECTION TO POWER SUPPLY TO CUSTOMER SUPPLIED JUNCTION BOX AND CONNECTION TO CUSTOMER SUPPLIED PRIMARY WIRING.
16. GEPS12-60 / 0.65 AMP CLASS 2 LOW VOLTAGE POWER SUPPLY MOUNTED INSIDE UL POWER SUPPLY HOUSING.
17. CUSTOMER SUPPLIED UL JUNCTION BOX MOUNTED BEHIND SIGN AREA FOR PRIMARY AND BRANCH WIRE CONNECTIONS. ACTUAL LOCATION OF JUNCTION BOX TO BE DETERMINED.
18. CUSTOMER SUPPLIED #12AWG PRIMARY WIRING FROM SOURCE INSIDE UL CONDUIT TO CUSTOMER SUPPLIED JUNCTION BOX AND CONNECTION TO BRANCH WIRING AND DISCONNECT SWITCH.

ELECTRICAL DATA	
Volts	120V Primary / 12V Secondary
Total AMPS	1.3 Total AMPS
Circuits	1
Visible Disconnects	1
Power Supplies	(2) @ 0.65 Amps

ELECTRICAL NOTES

1. All materials and fasteners meet 3004.4
2. All electrical components are UL listed and approved.
3. Sign grounded according to NEC 600.7.
4. Signs manufactured and listed NEC 600.3 and marked per NEC 600.4.
5. All branch circuits per NEC 600.5(B).1 or (B).2.
6. All Signs controlled by photocell or time clock per FBC 2010 505.2.3.
7. One visible 20 amp disconnect per sign per circuit per NEC 600.6(A).1



SIGN ELEVATION SHOWING MOUNTING POINTS

Verizon Wireless, Lady Lake, Florida 09.10.15

14.75-inch letters on an existing built-out wall, West Elevation

Wind Load per ASCE 7-10; FBC 2014; Exposure C

V_{ULT} = 132 mph (FBC Fig.1609A – ATC Interpolation); Risk Category II

$V_{ASD} = V_{ULT} \times (0.6)^{1/2}$ = 102 mph (FBC 1609.3.1)

ASCE Chapter 30, Parts 1 & 6, components and cladding (Sec. 29.4.2)

Wall zone 4; Wall height < 23'; K_h = 0.924 (Table 30.3-1); A_{eff} < 10 sf

$p = q_z(GC_p)$ (Sec 29.4-2) ; (GC_p) = -1.1 (away from wall) (Fig. 30.4-1)

Note: (G_iC_{pi})= 0 (Sec 29.4.2)

$q_z = 0.00256 \times 0.924 \times (102)^2$ = 24.61 psf (Eq. 30.3-1)

p = 24.61 psf x -1.1 = **27.1 psf** acting as pullout load

Attachments to wall: ¼" lag screws:

Withdrawal in 5/8" plywood: $W = 1{,}800D^{0.75}G^{1.5}$ #/in; D = 0.25"; G = 0.5

W = 1,800 x 0.354 x 0.354 = 226 #/in x 0.625" = **141# x 1.333 = 188# / screw**

Check mark logo: A = 0.333' (avg) x 10.67' = 3.55 sf

P = 27.1 psf x 3.55 sf = **96#**

(4) lag screws on logo: **Per screw, P' = 96# / 4 = 24# < 188# - OK**

Typical letter: A = 1.229' x 1.41' = 1.74 sf; P = 27.1 psf x 1.74 sf = **47#**

Per screw (4 minimum); P' = 47# / 4 = 1# < 188# - OK

Letter "Z" tail: A = 0.333' x 2.67' = 0.89 sf; P = 27.1 psf x 0.89 sf = **24#**

Per screw (2 minimum); P' = 24# / 2 = 12# < 188# - OK

atlas SIGN INDUSTRIES
THE SIGN OF PERFORMANCE

NATIONAL HEADQUARTERS
1077 West Blue Heron Blvd., West Palm Beach, FL 33404
Phone: (561)863-6659 / (800)772-7932 Fax: (561)863-4294

NORTHEAST DIVISION
707 Commerce Dr., Concord, NC 28025
Phone: (704)788-3733 / (800)772-7932 Fax: (704)788-3843

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TITLE
VERIZON
FLUSH MOUNTED CHANNEL LETTERS

ADDRESS
500 STATE ROAD 27
LADY LAKE, FLORIDA

DRAWING NO
ENG-55341-002

RE | 1 OF 1

	NAME	DATE
DRAWN BY	BH	09/08/2015
PROJECT MGR.	G. EASLEY	

ENGINEERING

Code Provisions for Sign Installation:
Florida Code Edition: 2014; Wind load per ASCE7-10; FBC sections 1609.1.1; 1620 Exposure C; Risk Category II
V_{ULT} = 132 MPH (FBC 1609A - ATC Interpolation)

ENGINEER INFORMATION
NAME: Theodore M. McAnlis
ADDRESS: P.O. Box 14724
North Palm Beach, Florida 33408
E-MAIL: ted.mcanlis@hotmail.com
LICENSE: FL 19239

As witnessed by my seal, I certify that the sign or letter attachment method meets or exceeds the requirements of the 2014 FBC for wind speed, V_{ULT} = 132 MPH.

THEODORE M. McANLIS
LICENSE
No. 19239
09.10.15
STATE OF FLORIDA
PROFESSIONAL ENGINEER

K-9

SPECIAL TOWN COMMISSION AGENDA ITEM

REQUESTED COMMISSION MEETING DATE: February 17, 2016

SUBJECT: **Resolution 2016-101- Douglas C. Wade - Variance From Chapter 16, Article III, Section 16-85, Section 503, 1., To Allow The Lowest Floor Of The Home Structure To Remain At The Base Flood Elevation Plus 1 Feet or 65.0 Rather Than The Required 1 ½ Feet or 65.5 Elevation (Alternate Key No. 1732484).**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

Staff defers to Town Commission for a recommendation based upon the facts of the case, but acknowledges that rectifying the problem to comply with our code would come at great cost, even though the FEMA guidelines have been satisfied.

SUMMARY

Applicant, Douglas C. Wade, has filed a variance application on behalf of property owners the Villages of Lake – Sumter, Inc., from the provisions of Chapter 16, Article III, Section 16-85, Section 503, 1., to allow the lowest floor of the home structure to remain at the base flood elevation plus 1 feet or 65.0 rather than the required 1 ½ Feet or 65.5 Elevation. The house has been completed, and has been issued a Temporary Certificate of Occupancy pending the outcome of this application; should the variance be granted, the Permanent Certificate of Occupancy will be issued.

During the construction of the single family residence when the home was staked for construction, the field crew made a calculation error when setting the finished floor elevation benchmark. It was inadvertently set at elevation 65.0 instead of the design elevation of 66.0. The Town of Lady Lake requires the finish floor elevation of the lowest floor of any home or structure to be 18 inches above the Base Flood Elevation of 64.0, which would put the lowest elevation at 65.5.

As required of this application, a Justification Statement has been submitted. The applicant contends that the home which is completely finished is built on an established subdivision lot and meets all building setbacks. The lot is size limits the placement of the home as it could not be relocated in any manner. Further, he states that the variance

needs to be granted as to this is a finished home. The raising of the home 6 inches would not be feasible. This variance is needed to obtain the Certificate of Occupancy.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 06 Township 18 Range 24, Lady Lake Florida. The property is zoned "MX-8" Mixed Residential Medium Density (up to 8 dwelling units per acre.

Zoning

Subject Property	Mixed Residential Medium Density (MX-8)
Zoning of Adjacent Properties	
West	Lake County Residential Medium (RM)
East	Lake County Residential Medium (RM)
North	Lake County Residential Medium (RM)
South	Lake County Residential Medium (RM)

Comments:

While the Floodplain Administrator (Wendy Then) cannot support a variance to the floodplain ordinance based upon a condition of human error, there are a few elements of the case that staff has acknowledged that support the applicant's position.

1. Our ordinance mirrors Lake County's ordinance requiring the 18" minimum above the base flood elevation for the finished floor within the 100 year floodplain; however, it is the jurisdiction's discretion as to where this is set. Our neighbor, Marion County has a requirement of just 12" above the BFE, as they feel that is adequate.

2. If in fact a flood event does occur, only the occupant of the home and their personal property would be affected; unlike other variance types (like setback encroachments toward a right-of-way) additional hazards will not be created for others if granted.

3. The owner is aware that the home is built below the Town's requirement and is willing to obtain the necessary Flood Insurance to cover the structure, even if the cost is a bit greater as a result of the 6" deviation.

4. The home and freeboard elevation (are above the BFE) are above the required standards for FEMA.

The variance application was received on Monday, January 18, 2016, and has been reviewed and determined to be complete. The application was found to meet the requirements of the Land Development Regulations (LDRs) and is ready for transmittal to the Planning and Zoning Board.

Notices have been mailed to inform the surrounding property owners (22) within 150 feet of the subject property, and the property was posted Monday, February 1, 2016.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2016-01 and determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

At the February 8, 2016 meeting, the **Planning and Zoning Board** recommended approval of Resolution 2016-101 by vote of 4-0.

FISCAL IMPACT: $ _____

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: **[ ] Ordinance(s)** **[X] Resolution** **[ ] Budget Resolution**

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD		Submitted 2/5/16	Date
FINANCE DEPARTMENT 2-8-2016		Approved as to Budget Requirements	Date
TOWN ATTORNEY		Approved as to Form and Legality	Date
TOWN MANAGER		Approved Agenda Item for: 2/17/16	Date 2/5/16

BOARD ACTION: [ ] Approved as Recommended [ ] Disapproved

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

RESOLUTION NO. 2016-101

A RESOLUTION GRANTING A VARIANCE FROM CHAPTER 16, ARTICLE III, SECTION 16-85, SECTION 503, 1., OF THE TOWN OF LADY LAKE LAND DEVELOPMENT REGULATIONS; PROVISIONS FROM THE FLOODPLAIN MANAGEMENT ORDINANCE, RELATING TO TECHNICAL AMENDMENTS TO THE RESIDENTIAL FLORIDA BUILDING CODE ELEVATION REQUIREMENTS. THE VARIANCE REQUEST IS TO ALLOW THE LOWEST FLOOR OF THE HOME STRUCTURE TO REMAIN AT 1 FOOT ABOVE THE BASE FLOOD ELEVATION (OR 65 FEET) RATHER THAN THE REQUIRED 1 ½ FEET (OR 65.5 FEET) ELEVATION FOR PROPERTY ADDRESSED AS 1004 NELL WAY (ALT. KEY #1732484), LOT 45, WITHIN ORANGE BLOSSOM GARDENS UNIT 2, WITHIN THE TOWN LIMITS OF THE TOWN OF LADY LAKE, FLORIDA.

WHEREAS, The Villages of Lake-Sumter Inc., is the owner of certain real property located in the Town of Lady Lake, Florida, more particularly described in Exhibit "A"; and

WHEREAS, the Property Owner petitioned for a variance from Chapter 16, Article III, SECTION 16-85, Section 503, 1., of the Town of Lady Lake Land Development Regulations; provisions from the Floodplain Management Ordinance, relating to Technical Amendments to the Residential Florida Building Code Elevation Requirements. The variance request is to allow the lowest floor of the home structure to be elevated at the base flood elevation plus one foot (or 65 feet) rather than the required 1 ½ feet (or 65.5 feet) elevation for property addressed as 1004 Nell Way (Alternate Key No. 1732484), Lot 45, within Orange Blossom Gardens Unit 2, within the town limits of the Town of Lady Lake, Florida; and

WHEREAS, the Town Commission of the Town of Lady Lake held a public hearing to consider the variance request and having heard evidence and testimony on said request, found it to be consistent with the Lady Lake Comprehensive Plan and requirements for variances set forth in the Land Development Regulations of the Town of Lady Lake.

NOW, THEREFORE, BE IT RESOLVED that the Town Commission of the Town of Lady Lake, Florida, hereby grants a variance from the provisions of Chapter 16, Article III, SECTION 16-85, Section 503, 1., of the Town of Lady Lake Land Development Regulations; provisions from the Floodplain Management Ordinance, relating to Technical Amendments to the Residential Florida Building Code Elevation Requirements. The variance request is to allow the lowest floor of the home structure to be elevated the base flood elevation plus one foot rather than the required 1 ½ feet for property addressed as 1004 Nell Way (Alternate Key No. 1732484), Lot 45, within Orange Blossom Gardens Unit 2, within the town limits of the Town of Lady Lake, Florida.

This Resolution shall take effect immediately upon its final adoption by the Town Commission.

RESOLVED this **17th** day of **February**, **2016**, in Lady Lake, Florida, by the Lady Lake Town Commission.

TOWN OF LADY LAKE, FLORIDA

_____

Ruth Kussard, Mayor

ATTEST:

_____

Kristen Kollgaard, Town Clerk

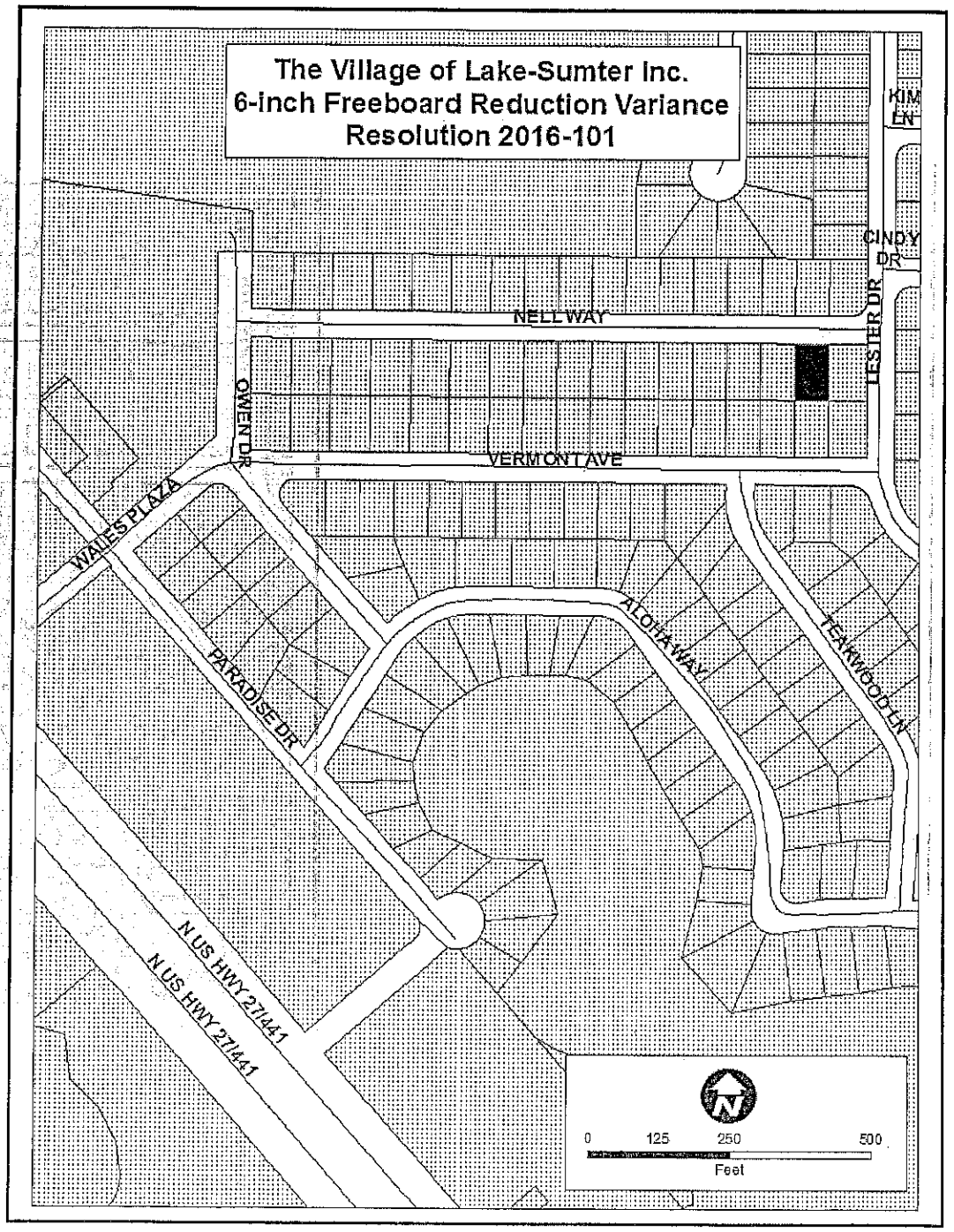
APPROVED AS TO FORM:

_____

Derek Schroth, Town Attorney

EXHIBIT "A" - Legal Description and Map

LADY LAKE, ORANGE BLOSSOM GARDENS UNIT 2 LOT 45 PB 20 PGS 58-59 ORB 4625 PG 1662



TOWN OF LADY LAKE
VARIANCE APPLICATION

Alt. Key Number 1732484

1. Owner's name: THE VILLAGES OF LAKE-SUMTER, INC.

   Mailing Address: 1020 LAKE SUMTER LANDING, THE VILLAGES, FL 32162

   Email Address: MARTY.DZURO@THEVILLAGES.COM

   Telephone #: 352-753-6260

2. Applicant's Name: DOUGLAS C. WADE, WADE SURVEYING, INC.

   Mailing Address: 1608 TRACY AVENUE, LADY LAKE, FL 32159

   Email Address: SURVEY@WADESURVEYING.COM

   Telephone #: 352-753-6511

3. Applicant is: Owner: __ Agent X Purchaser __ Lessee __ Optionee __

4. Property Address/Location: 1004 NELL WAY, LADY LAKE, FL 32159

5. Legal Description: LOT 45, ORANGE BLOSSOM GARDENS, UNIT 2, PB20, PG 58-59

6. The variance requested is as follows: TO ALLOW A 6" REDUCTION OF THE 18" REQUIREMENT ABOVE THE BASE FLOOD ELEVATION.

7. The variance is necessary for the following reasons: A FIELD CALCULATION ERROR OF 1.0 FEET WHEN STAKING THE HOME ELEV. THE HOME ELEV. IS AT 65.0 INSTEAD OF DESIGN ELEV. OF 66.0.

8. Is your situation due to unique circumstances not created by you or your predecessor in title? Explain such circumstances:

   N/A

9. Do special conditions and circumstances exist which are peculiar to your land or structure and which are not applicable to other lands or structures in the same district? Explain such conditions or circumstances:

NO

10. Would literal interpretation of the provisions of the Code deprive you of rights commonly enjoyed by other property owners in the same district? Explain such rights:

NO

11. A variance, as requested, will not permit, establish or enlarge any use or structure which is not permitted in the district. Does your request meet this criterion?

YES

12. Have any land use applications been filed within the last year in connection with this property? ____Yes X No. If yes, briefly describe the nature of the request and the date it was done:

This application must be accompanied by proof of ownership and authorization from the owner if represented by an agent or contract purchaser. It must also include a drawing showing the exact locations and dimensions of all existing and proposed buildings and additions, required setbacks, existing easements and clearly delineate the specific variance requested.

I certify that the statements in this application are true to the best of my knowledge.

Signature of Applicant

PLEASE SUBMIT THE APPLICATION, ACCOMPANIED BY THE APPROPRIATE REVIEW FEES AND FORTY-TWO (42) COPIES OF ALL APPLICABLE INFORMATION DOCUMENTATION AS REQUIRED BY THE LADY LAKE LAND DEVELOPMENT REGULATION, ADOPTED AUGUST 15, 1994 TO THE GROWTH MANAGEMENT DEPARTMENT.

Office Use:

Date Application Received: 6/14/16 Received by: TC

Fees Paid: $850.00

OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ~~LAKE~~ SUMTER

Before me, the undersigned authority, personally appeared MARTIN L. DZURO who being by me first duly sworn on oath, deposes and says:

(1) That he/she is the fee-simple owner of the property legally described on page one of this application.

(2) That he/she desires approval for:

VARIANCE FOR REDUCTION OF 6" OF THE 18" REQUIREMENT ABOVE BASE FLOOD ELEVATION

(3) That he/she has appointed DOUGLAS C. WADE to act as agent in his/her behalf to accomplish the above. The Owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his/her stead.

Affiant (Owner's Signature)

The foregoing instrument was acknowledged before me this 13th day of January, 2016, by Martin L. Dzuro, who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
RITA A. DEITRICH
MY COMMISSION # EE843615
EXPIRES: November 20, 2016

NOTE

All applications shall be signed by the owner of the property, or some person duly authorized by the owner to sign. This authority authorizing a person other than the owner to sign must be attached.

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared Douglas C. Wade who being by me first duly sworn on oath, deposes and says:

(1) That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the Town of Lady Lake, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the Town of Lady Lake, Florida, and are not returnable.

(2) That he desires approval for:

A VARIANCE FOR THE REDUCTION OF 6" OF THE 18" REQUIREMENT OF ABOVE THE BASE FLOOD ELEVATION.

(3) That the submittal requirements for the application have been completed and attached hereto as part of this application.

Affiant (Applicant's Signature)

The foregoing instrument was acknowledged before me this 15th day of January, 2016, by Douglas C. Wade, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Debbie Waller
Notary Public

Debbie E. Waller
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF938477
Expires 12/5/2019

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE
Policy Number:
Company NAIC Number:

A1. Building Owner's Name THE VILLAGES OF LAKE-SUMTER, INC

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
1004 NELL WAY
City LADY LAKE State FL ZIP Code 32159

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
Lot 45, Orange Blossom Gardens, Unit No.2,P.B.20, Pg.58,Lake Co.,Fl. Tax I.D. #06-18-24-020000004500

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) RESIDENTIAL

A5. Latitude/Longitude: Lat. 28-56-51 N Long. 81-56-46 W Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number 1B

A8. For a building with a crawlspace or enclosure(s):
a) Square footage of crawlspace or enclosure(s) N/A sq ft
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade 0
c) Total net area of flood openings in A8.b 0 sq in
d) Engineered flood openings? ☐ Yes ☒ No

A9. For a building with an attached garage:
a) Square footage of attached garage 460 sq ft
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade 0
c) Total net area of flood openings in A9.b 0 sq in
d) Engineered flood openings? ☐ Yes ☒ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
LAKE COUNTY 120421	LAKE COUNTY, UNINCORPORATED AREA	FLORIDA

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)
12069C0154	E	12/18/12	12/18/12	A	64.0

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9.
☒ FIS Profile ☐ FIRM ☒ Community Determined ☐ Other/Source:

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: N/A ☐ CBRS ☐ OPA

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.
Benchmark Utilized: Lake Benchmark A81 Vertical Datum: NAVD 88
Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:
Datum used for building elevations must be the same as that used for the BFE

		Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	65.0	☒ feet	☐ meters
b) Top of the next higher floor	N/A	☐ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	N/A	☐ feet	☐ meters
d) Attached garage (top of slab)	65.0	☒ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	64.7	☒ feet	☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	63.7	☒ feet	☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	64.7	☒ feet	☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	N/A	☐ feet	☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

☒ Check here if comments are provided on back of form.
☒ Check here if attachments.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

Certifier's Name DOUGLAS C. WADE License Number PSM 4685
Title PRESIDENT / P.S.M. Company Name WADE SURVEYING, Inc.
Address 1608 TRACY AVENUE City LADY LAKE State FL ZIP Code 32159
Signature Date 01/13/2016 Telephone (352) 753-6511

#4685
1/13/16

IMPORTANT: In these spaces, copy the corresponding information from Section A.	FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1004 NELL WAY	Policy Number:
City LADY LAKE State FL ZIP Code 32159	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments Elevation shown in Section C2.e) was taken at the base of Air Conditioner Bracket. Elevation of Rear Lanai is 64.6.

Signature Date 01/13/2016

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____.____ ☒ feet ☐ meters ☐ above or ☒ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____.____ ☒ feet ☐ meters ☒ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____.____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____.____ ☒ feet ☐ meters ☒ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____.____ ☒ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☒ Yes ☒ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____.____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____.____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____.____ ☐ feet ☐ meters Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.

Building Photographs

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.

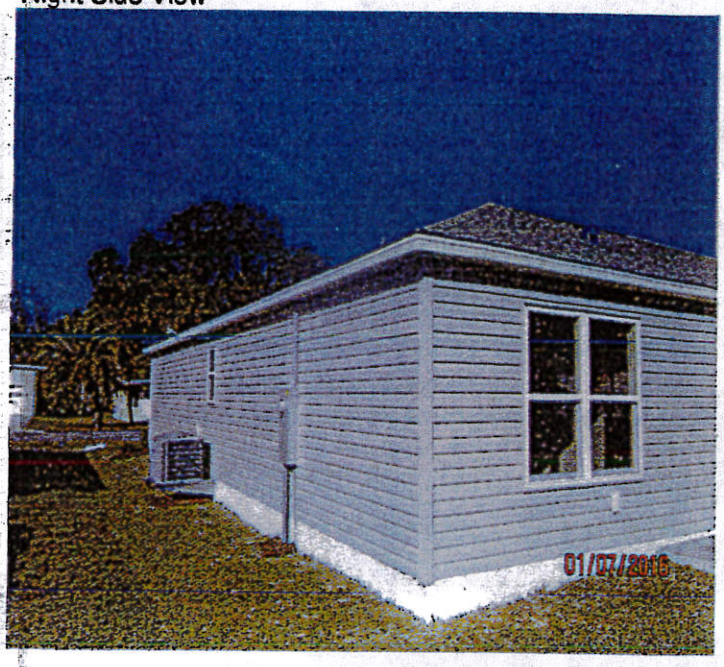
			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1004 NELL WAY			Policy Number:
City LADY LAKE	State FL	ZIP Code 32159	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

Date: January 7, 2016

Right Front View

Right Side View



Right Rear View

Rear View

Building Photographs

Continuation Page

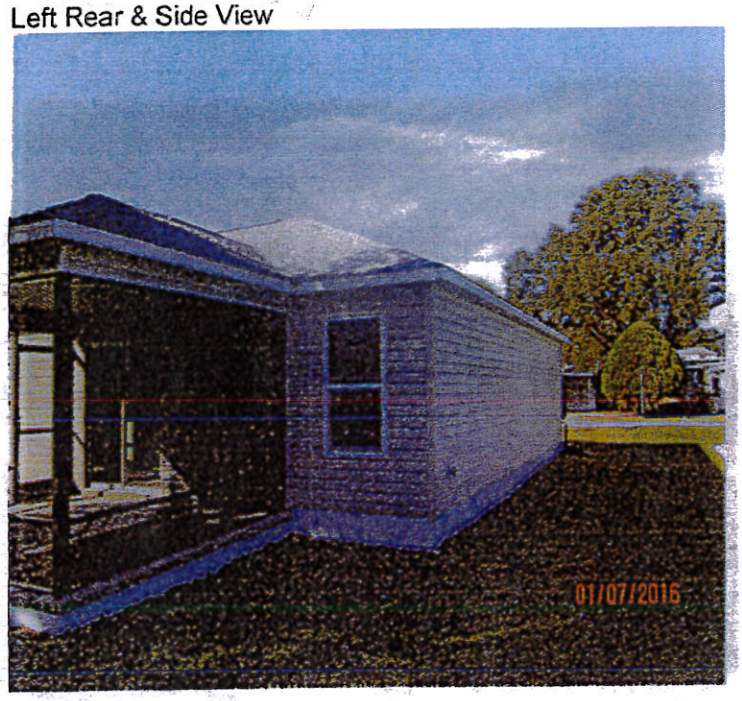
IMPORTANT: In these spaces, copy the corresponding information from Section A.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1004 NELL WAY	FOR INSURANCE COMPANY USE Policy Number:
City LADY LAKE State FL ZIP Code 32159	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Date: January 7, 2016

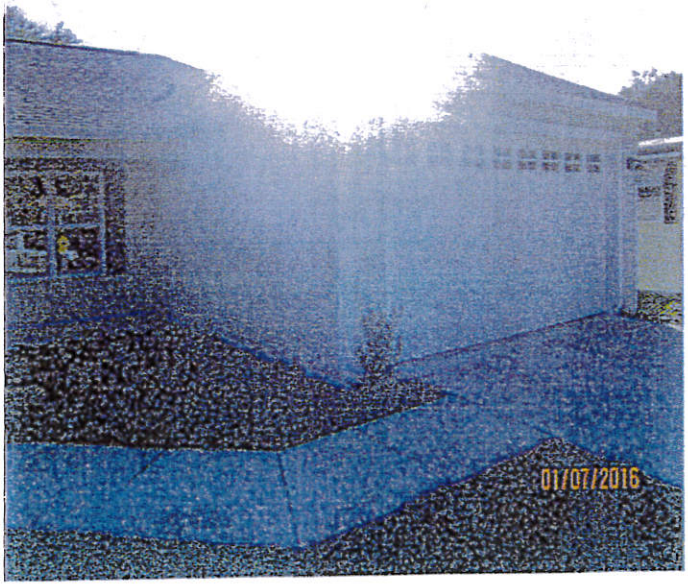
Left Rear & Side View



Left Front & Side View

Left Front View

Right Front View



Property Record Card

General Information

Owner Name:	VILLAGES OF LAKE-SUMTER INC	**Alternate Key:**	1732484
Mailing Address:	1020 LAKE SUMTER LNDG THE VILLAGES, FL 32162 *Update Mailing Address*	**Parcel Number:**	06-18-24-020100004500
		Millage Group and City:	F0LL (Lady Lake)
		Total Millage Rate:	18.23370
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	1004 NELL WAY LADY LAKE FL 32159 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Locator:	*School and Bus Map*
Property Description:	LADY LAKE, ORANGE BLOSSOM GARDENS UNIT 2 LOT 45 PB 20 PGS | 58-59 | ORB 4625 PG 1662 |		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	OWNER LAND MH SUB (0200)	0	0		1	LT	$0.00	$33,000.00

Residential Building(s)

Building 001

Residential	Manufactured Home	Building Value: $17,639.00

Summary

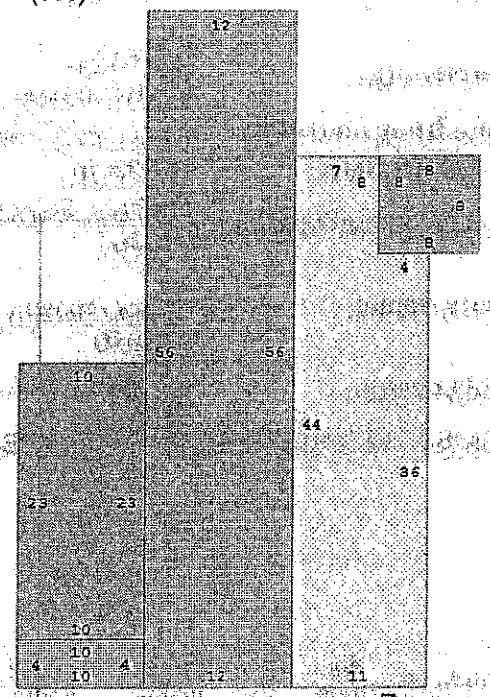
Year Built: 1973	Total Living Area: 672	Central A/C: Yes	Attached Garage: No
Bedrooms: 2	Full Bathrooms: 1	Half Bathrooms: 0	Fireplaces: 0

Incorrect Bedroom, Bath, or other information? Click here to Update My Information.

Section(s)

Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Finished	Map Color
1	FINISHED LIVING AREA (FLA)	Wood (001)	1	672	N	0%	0%	
2	OPEN PORCH (OPM)	No Wall Type (000)	1	40	N	0%	0%	
3	ALL WEATHER ROOM (AWM)	No Wall Type (000)	1	230	N	0%	0%	
4			1	452	N	0%	0%	

	ATTACHED CARPORT (CPM)	No Wall Type (000)					
5	UTILITY ROOM (UTM)	No Wall Type (000)	1	64	N	0%	0%



print drawing view fullscreen

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
682 / 1174	1/1/1979	Misc Deed/Document	Qualified	Improved	$21,500.00
800 / 22	1/1/1984	Warranty Deed	Unqualified	Improved	$10,000.00
1344 / 1650	2/1/1995	Warranty Deed	Qualified	Improved	$32,900.00
1453 / 329	7/1/1996	Warranty Deed	Qualified	Improved	$33,500.00
2657 / 1220	9/10/2004	Warranty Deed	Qualified	Improved	$59,900.00
3776 / 1841	5/20/2009	Warranty Deed	Unqualified	Improved	$100.00
4329 / 1005	5/20/2013	Warranty Deed	Unqualified	Improved	$40,000.00
4625 / 1662	5/12/2015	Warranty Deed	Qualified	Improved	$65,000.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
	$51,521	$51,521	$51,521	5.30510	$273.32

LAKE COUNTY BCC GENERAL FUND					
LAKE COUNTY MSTU AMBULANCE	$51,521	$51,521	$51,521	0.46290	$23.85
SCHOOL BOARD STATE	$51,521	$51,521	$51,521	5.69700	$293.52
SCHOOL BOARD LOCAL	$51,521	$51,521	$51,521	1.50000	$77.28
TOWN OF LADY LAKE	$51,521	$51,521	$51,521	3.55100	$182.95
ST JOHNS RIVER FL WATER MGMT DIST	$51,521	$51,521	$51,521	0.30230	$15.57
LAKE COUNTY VOTED DEBT SERVICE	$51,521	$51,521	$51,521	0.16000	$8.24
LAKE COUNTY WATER AUTHORITY	$51,521	$51,521	$51,521	0.25540	$13.16
NORTH LAKE HOSPITAL DIST	$51,521	$51,521	$51,521	1.00000	$51.52
				Total: 18.2337	**Total:** $939.41

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to $25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional $25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to $50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to $25,000)	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to $500)	Learn More	View the Law
Blind Exemption (up to $500)	Learn More	View the Law
Disability Exemption (up to $500)	Learn More	View the Law
Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption ($5000)	Learn More	View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to $25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

Exemption Savings

The exemptions marked with a ✓ above are providing a tax dollar savings of: $0.00

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More	View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More	View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More	View the Law
Conservation Classification Assessment Limitation	Learn More	View the Law
Agricultural Classification	Learn More	View the Law

Assessment Reduction Savings

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: $0.00

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Property data last updated on 10 January 2016.

INSTRUMENT#: 2015052563 OR BK 4625 PG 1662 PAGES: 1 5/18/2015 11:00:33 AM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $10.00 DEED DOC:$455.00

15000

Prepared by and return to:
Gary Fuchs/jg
Attorney at Law
McLin Burnsed
1028 Lake Sumter Landing
The Villages, FL 32162
File No.: P06643

RETURN

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[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 12th day of May, 2015 between **Robert L. Smith, Jr., a single person**, whose post office address is **1022 Nell Way, The Villages, FL 32159**, grantor, and **The Villages of Lake-Sumter, Inc., a Florida corporation**, whose post office address is **1020 Lake Sumter Landing, The Villages, FL 32162** grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lake County, Florida** to-wit:

PARCEL ID #: 0618240200-000-04500

Lot 45, Unit 2, Orange Blossom Gardens, according to the plat thereof recorded in Plat Book 20, Pages 58 through 59, Public Records of Lake County, Florida.

Together with the Manufactured Home, bearing VIN # 02612309H thereon. The Titles have been retired.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2014.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Jennifer Grovesteen

Witness Name: Jill McGlasson

Robert L. Smith, Jr.

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 12th day of May, 2015 by Robert L. Smith, Jr., who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

JENNIFER GROVESTEEN
MY COMMISSION # EE 150664
EXPIRES: December 5, 2015
Bonded Thru Budget Notary Services

Notary Public

Printed Name: Jennifer Grovesteen

My Commission Expires: 12/5/15

WSI

WADE SURVEYING, INC.
PROFESSIONAL SURVEYING & MAPPING
Est. 1992
1608 Tracy Avenue
Lady Lake, Florida 32159
Phone: (352) 753-6511
Fax: (352) 753-0374
E-mail: survey@wadesurveying.com

Date: January 13, 2016

To: Thad Carroll
Growth Management Director
Town of Lady Lake

This letter is to accompany the Variance Application for 1004 Nell Way, Lady Lake, FL., Lot 45, Orange Blossom Gardens, Unit No. 2, Plat Book 20, Pages 58 and 59, Public records of Lake County, Florida, (Alt Key# 1732484).

Wade Surveying, Inc. is asking for a variance because when the home was staked for construction, the field crew made a calculation error when setting the finish floor elevation benchmark. It was inadvertently set at elevation 65.0 instead of the design elevation of 66.0. The Town of Lady Lake requires the finish floor elevation of the lowest floor of any home or structure to be 18 inches above the Base Flood Elevation of 64.0, which would put the lowest elevation at 65.5.

Wade Surveying, Inc., as the agent for owner hereby request a variance of 6 inches of the 18-inch requirement as stated above.

If you have any questions to this variance request, or need any additional information, please contact me.

Wade Surveying, Inc. looks forward to working with you on this survey.

Thank you

Douglas C. Wade, President / PSM
WADE SURVEYING, INC.

WSI

WADE SURVEYING, INC.
PROFESSIONAL SURVEYING & MAPPING
Est. 1992
1608 Tracy Avenue
Lady Lake, Florida 32159
Phone: (352) 753-6511
Fax: (352) 753-0374
E-mail: survey@wadesurveying.com

Date: January 21, 2016
To: Wendy Then
Town Planner
Town of Lady Lake

Justification Statement:

This letter is to accompany the Variance Application for 1004 Nell Way, Lady Lake, FL., Lot 45, Orange Blossom Gardens, Unit No. 2, Plat Book 20, Pages 58 and 59, Public records of Lake County, Florida, (Alt Key# 1732484).

107.7 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 or the required elevation standards;

Wade Surveying, Inc. is asking for this 6-inch elevation variance as to when the home was staked for construction; the field crew made a calculation error when setting the finish floor elevation height. It was inadvertently set at elevation 65.0 instead of the design elevation of 66.0. The Town of Lady Lake requires the finish floor elevation (free board) of the lowest floor of the home to be a minimum of 18 inches above the Base Flood Elevation of 64.0, which makes the required elevation 65.5.

The home which is completely finished is built on an established subdivision lot and meets all building setbacks. The lot is size limits the placement of the home as it could not be relocated in any manner (See the attached survey).

2.Determination by the Town Commission 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;

The variance needs to be granted as to this is a finished home. The raising of the home 6 inches would not be feasible. This variance is needed to obtain the Certificate of Occupancy.

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

This elevation of this home is in harmony the adjoining properties. The Lot was graded to match the existing adjoining properties and has substantial drainage.

c. The variance is the minimum necessary, considering the flood hazard, to afford relief;

The home elevation and free board are above the required elevation standards of FEMA, and would meet all requirements of a LOMA application for removal from the flood hazard area.

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

I, Douglas C. Wade of Wade Surveying, Inc., as agent of the owner, acknowledges that the granted variance will be recorded and noted on the deed of title so that the variance is part of the land and be part of the chain of title.

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 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Please see the attached letter.

Signed by:

Douglas C. Wade, President / PSM
WADE SURVEYING, INC.

Municipal Complex, 409 Fennell Boulevard, Lady Lake, Florida 32159 USA

352-751-1500 FAX 352-751-1510 www.ladylake.org

January 21, 2016

Wade Surveying, Inc.
1608 Tracy Avenue
Lady Lake, FL 32159

Re: 1004 Nell Way, Lady Lake, FL 32159- Alternate Key No. 1732484
6-Inch Freeboard Reduction Variance

On January 13, 2016, a variance application was submitted by Wade Surveying, Inc. in relation to a calculation error made when setting the finish floor elevation benchmark while constructing the home structure at address 1004 Nell Way.

Pursuant to the provisions of Chapter 16, Article III, Section 16-85, Section 503, 1., *buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1½ feet or the design flood elevation, whichever is higher.* The structure has been placed at 1 feet above the 64.0 base flood elevation based on Lake Paradise (Panel 12069C0154E) instead of the required 1½ feet or 65.5 minimum; thus the request for the 6-inch freeboard reduction variance. In looking at the information provided, a hardship has not been established for this proposed after-the-fact variance.

It has been mentioned recently that there could be some conflicting datum regarding the correct base flood elevation for Lake Paradise when the conversion from NGVD 1929 to NAVD 1988 took place. We encourage the applicant to request to Lake County to corroborate the datum that can help clarify this matter or that a study be made to ascertain that the base flood elevation is lower than the established 64.0 for Lake Paradise. Additionally, the expert opinion from a Florida Professional Engineer regarding potential for drainage and/or flooding on the site would be a helpful document to add to this case file.

The property owner(s) need to understand risks to life and property as well as the difference of the cost of federal flood insurance resulting from the proposed reduced floor elevation from your insurance company.

Even though as the Floodplain Administrator for the Town of Lady Lake I cannot recommend approval for this variance, I understand that while the proposed elevation of 65.0 doesn't meet Town's Ordinance, the structure still abides by the National Flood Insurance Program (NFIP) base flood elevation requirement of 64.0; therefore, I defer to the Town Commission to make that final decision.

Respectfully Submitted,

Wendy Then, CFM
Town Planner
Growth Management Department

PLANNING & ZONING BOARD AGENDA ITEM

REQUESTED BOARD MEETING DATE: February 8, 2015

SUBJECT: **Resolution 2016-101- Douglas C. Wade - Variance From Chapter 16, Article III, Section 16-85, Section 503, 1., To Allow The Lowest Floor Of The Home Structure To Remain At The Base Flood Elevation Plus 1 Feet or 65.0 Rather Than The Required 1 ½ Feet or 65.5 Elevation (Alternate Key No. 1732484).**

DEPARTMENT: **GROWTH MANAGEMENT**

STAFF RECOMMENDED MOTION:

1. **Motion to forward Resolution 2016-101 to the Town Commission with the Recommendation of Approval.**

2. **Motion to forward Resolution 2016-101 to the Town Commission with the Recommendation of Denial.**

Staff defers to the Planning and Zoning Board for a recommendation based upon the facts of the case, but acknowledges that rectifying the problem to comply with our code would come at great cost, even though the FEMA guidelines have been satisfied.

SUMMARY

Applicant, Douglas C. Wade, has filed a variance application on behalf of property owners the Villages of Lake – Sumter, Inc., from the provisions of Chapter 16, Article III, Section 16-85, Section 503, 1., to allow the lowest floor of the home structure to remain at the base flood elevation plus 1 feet or 65.0 rather than the required 1 ½ Feet or 65.5 Elevation. The house has been completed, and has been issued a Temporary Certificate of Occupancy pending the outcome of this application; should the variance be granted, the Permanent Certificate of Occupancy will be issued.

During the construction of the single family residence when the home was staked for construction, the field crew made a calculation error when setting the finished floor elevation benchmark. It was inadvertently set at elevation 65.0 instead of the design elevation of 66.0. The Town of Lady Lake requires the finish floor elevation of the lowest

floor of any home or structure to be 18 inches above the Base Flood Elevation of 64.0, which would put the lowest elevation at 65.5.

As required of this application, a Justification Statement has been submitted. The applicant contends that the home which is completely finished is built on an established subdivision lot and meets all building setbacks. The lot is size limits the placement of the home as it could not be relocated in any manner. Further, he states that the variance needs to be granted as to this is a finished home. The raising of the home 6 inches would not be feasible. This variance is needed to obtain the Certificate of Occupancy.

When reviewing an application for a variance, the Planning and Zoning Board and the Town Commission shall consider the following requirements and criteria according to Chapter 3, Section 14 f) – Review criteria for variances in the Land Development Regulations:

1. No diminution in value of surrounding properties would be suffered.
2. Granting the permit would be of benefit to the public interest.
3. Denial of the permit would result in unnecessary hardship to the owner seeking it.
4. The use must not be contrary to the spirit of this Code.
5. Financial disadvantages and/or inconveniences to the applicant shall not of themselves constitute conclusive evidence of unnecessary and undue hardship and be grounds to justify granting of a variance.
6. Physical hardships such as disabilities of any applicant may be considered grounds to justify granting of a variance at the discretion of the Town Commission.

The subject property lies in Section 06 Township 18 Range 24, Lady Lake Florida. The property is zoned "MX-8" Mixed Residential Medium Density (up to 8 dwelling units per acre.

Zoning

Subject Property	Mixed Residential Medium Density (MX-8)
Zoning of Adjacent Properties	
West	Lake County Residential Medium (RM)
East	Lake County Residential Medium (RM)
North	Lake County Residential Medium (RM)
South	Lake County Residential Medium (RM)

Comments:

While the Floodplain Administrator (Wendy Then) cannot support a variance to the floodplain ordinance based upon a condition of human error, there are a few elements of the case that staff has acknowledged that support the applicant's position.

1. Our ordinance mirrors Lake County's ordinance requiring the 18" minimum above the base flood elevation for the finished floor within the 100 year floodplain; however, it is the jurisdiction's discretion as to where this is set. Our neighbor, Marion County has a requirement of just 12" above the BFE, as they feel that is adequate.

2. If in fact a flood event does occur, only the occupant of the home and their personal property would be affected; unlike other variance types (like setback encroachments toward a right-of-way) additional hazards will not be created for others if granted.

3. The owner is aware that the home is built below the Town's requirement and is willing to obtain the necessary Flood Insurance to cover the structure, even if the cost is a bit greater as a result of the 6" deviation.

4. The home and freeboard elevation (are above the BFE) are above the required standards for FEMA.

The variance application was received on Monday, January 18, 2016, and has been reviewed and determined to be complete. The application was found to meet the requirements of the Land Development Regulations (LDRs) and is ready for transmittal to the Planning and Zoning Board.

Notices have been mailed to inform the surrounding property owners (22) within 150 feet of the subject property, and the property was posted Monday, February 1, 2016.

Past Actions:

The **Technical Review Committee (TRC)** members individually reviewed the application for Resolution 2016-01 and determined the application complete and ready for transmittal to the P&Z Board and Town Commission.

The **Town Commission** is scheduled to consider the application for Resolution 2016-101 for final consideration at their special meeting on Wednesday, February 17, 2016.

FISCAL IMPACT: $_____

[ ] Capital Budget
[ ] Operating
[ ] Other

ATTACHMENTS: [ ] Ordinance(s) [X] Resolution [ ] Budget Resolution

[ ] Other

[ ] Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD		Submitted 2/2/16	Date
FINANCE DEPARTMENT		Approved as to Budget Requirements	Date
TOWN ATTORNEY		Approved as to Form and Legality	Date
TOWN MANAGER		Approved Agenda Item for: 2-8-16	Date 2-3-16

2-2-16

BOARD ACTION: [✓] Approved as Recommended [ ] Disapproved
Sibulkson/McKenzie 4-0

[ ] Tabled Indefinitely [ ] Continued to Date Certain

[ ] Approved with Modification

CC: THAD-W.M.