



**Interoffice Memorandum**

March 9, 2015

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2015 KHNP

**TO:** Mayor Teresa Jacobs  
and Board of County Commissioners

**FROM:** Raymond E. Hanson, P. E., Director  
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", written over the "FROM:" field.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda**  
**April 7, 2015 BCC Meeting**  
**Utility Line Construction Reimbursement Agreement for Hamlin Groves Trail Extension**  
**Contact Person: J. Andres Salcedo, P. E., Assistant Director**  
**Utilities Engineering Division**  
**407-254-9719**

The developer, SLF/IV/Boyd Harrison West JV, as part of their infrastructure improvements for the Horizon West area, will be extending Hamlin Groves Trail north of New Independence Parkway through their property and around the future West Orange County Sportsplex and connecting to Tiny Road.

An 8-inch diameter reclaimed water main would be sufficient to meet the anticipated reclaimed water demands within the developer's property. Based on Orange County Utilities' Master Plan, Orange County requires a 16-inch diameter reclaimed water main along this route to support the County's regional transmission needs.

To maximize efficiency and coordination, Orange County has requested that the developer increase the reclaimed water main diameter within the developer's property to 16-inches and to include an extension of the reclaimed water main, a new 36-inch diameter wastewater forcemain, and a new 36-inch diameter water main along the extension of Hamlin Groves Trail.

Per this agreement, the County, as the party requesting service, will be solely responsible for the cost of infrastructure extension and will be responsible for the cost to oversize the reclaimed water main through the developer's property. The developer has agreed to be responsible for construction and the County has agreed to pay construction costs. The County's portion of the cost for design and construction is in a not-to-exceed amount of \$4,195,715.

Orange County Attorney's Office staff has reviewed the agreement and finds it acceptable as to form. Orange County Utilities Department staff recommends approval.

**Action Requested: Approval of Utility Line Construction Reimbursement Agreement for Hamlin Groves Trail Extension by and between Orange County and SLF IV/Boyd Horizon West JV, LLC in an amount not-to-exceed \$4,195,715.**

**District 1.**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2015 KILNP

**UTILITY LINE CONSTRUCTION REIMBURSEMENT  
AGREEMENT  
FOR HAMLIN GROVES TRAIL EXTENSION**

**THIS UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR HAMLIN GROVES TRAIL EXTENSION** (the "Agreement") is made and entered into as of the latest date of execution below by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the "COUNTY") whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, and SLF IV/Boyd Horizon West JV, LLC, a Delaware limited liability company (the "OWNER") whose address is 7586 West Sand Lake Road, Orlando, FL 32819. Hereinafter, COUNTY and OWNER may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, the OWNER is the fee simple owner of certain real property located in the COUNTY, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property"); and

**WHEREAS**, the OWNER contemplates contracting for the construction of a number of improvements for various uses within the Property, collectively (the "Project"); and

**WHEREAS**, in order to proceed with the Project, or any part thereof, it will be necessary to obtain wastewater, potable water and reclaimed water service to the Property; and

**WHEREAS**, the Project is located entirely within the COUNTY's wastewater, potable water and reclaimed water service territory and, therefore, the COUNTY is the appropriate wastewater, potable water and reclaimed water service provider with jurisdiction over the Project; and

**WHEREAS**, the OWNER, pursuant to a road network agreement with the COUNTY (the "Road Network Agreement"), intends to design, permit and construct the northerly extension of Hamlin Groves Trail from New Independence Parkway to Tiny Road (the "Roadway") across the Property and certain adjoining land contiguous to the north boundary of the Property owned or controlled by the COUNTY (the "Conserv II Land") as more particularly depicted on the conceptual plan attached hereto as **Exhibit "B"** (the "Conceptual Plan"); and

**WHEREAS**, the OWNER, in order to enable reclaimed water service to the Project, requires the installation of an eight-inch diameter reclaimed watermain within the Roadway right-of-way (“ROW”) located within the Property (“Owner’s Utility Work”); and

**WHEREAS**, the COUNTY, in order to better serve areas within its reclaimed water, wastewater and potable water service territory, has requested that the OWNER oversize and extend across Conserv II Land the Owner’s Utility Work, and to construct or extend potable water and wastewater utility mains, across the Property and Conserv II Lands as follows:

Reclaimed Water Main (through the Property)	Oversize from 8-inch to 16-inch
Reclaimed Water Main (through Conserv II Land)	Extension of 16-inch and and 24-inch
Water Main	Extension of 20-inch, 30-inch and 36-inch
Wastewater Force Main	Extension of 36-inch

as further depicted in **Exhibit “B”** (collectively the oversizing of the reclaimed water main on the Property, the extension of the reclaimed water main across Conserv II Land, and the construction and extension of the water and wastewater utility mains across the Property and Conserv II Land is hereinafter referred to as the “County Utility Work”); and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which (i) the OWNER shall construct or cause to be constructed the County Utility Work requested by the COUNTY and (ii) the COUNTY shall pay the OWNER for the cost differential between the County Utility Work and the Owner’s Utility Work as more particularly set forth below; and

**WHEREAS**, the County finds the expenditure of funds in the achievement of the objectives of this Agreement to be in the public interest.

**NOW, THEREFORE**, in consideration of the premises hereof and the mutual covenants set forth herein, the Parties hereby agree as follows:

**SECTION 1. RECITALS INCORPORATED.** All of the recitals contained herein are true and correct, and are incorporated herein and made a part hereof by this reference.

**SECTION 2. PREPARATION OF CONSTRUCTION PLANS, BIDS, AND; CONTRACT.**

**2.1** The OWNER shall cause the preparation of a set of design plans for the County Utility Work based on the preliminary design sketch as depicted in **Exhibit "B."** The design plans shall be subject to the COUNTY's reasonable review and approval in accordance with COUNTY biddable standards. The contract for the design plans shall provide that the COUNTY is a third-party beneficiary with regard to insurance against the design professional's errors and omissions. The COUNTY shall provide comments on design drawings within thirty (30) business days of receipt from OWNER. The review and approval under this Agreement by the COUNTY is in its proprietary capacity as a Party to this Agreement and is in addition to any governmental permitting functions the COUNTY may be otherwise obligated to perform. The COUNTY shall have the opportunity to review and approve the design plans at 60% and 100% completion stages. The COUNTY alone shall have final approval rights over the design. Upon final acceptance of the design plans, the COUNTY shall provide OWNER with written notification of such acceptance. Once approved by the COUNTY, the design plans shall be referred to as the Construction Plans.

**2.2** The OWNER shall retain a professional engineering firm to assist the OWNER in obtaining at least three (3) responsive bids from responsible bidders based on the Construction Plans. The OWNER shall obtain itemized bids for the Owner's Utility Work and the County Utility Work using the pay items listed in **Exhibit "C"** attached hereto and made a part hereof by this reference (the "Standard Bid Form and Pay Items").

**2.3** The OWNER shall select the bid of the lowest responsible bidder and notify the COUNTY in writing of the bid selection by providing copies of the itemized bids for the Owner's Utility Work and the County Utility Work.

**2.4** The COUNTY shall have thirty (30) days following receipt of written notification from the OWNER of the selected bid to review and notify the OWNER, in writing, of the COUNTY'S acceptance of the selected bid. In the event the COUNTY does not accept the selected bid within that time, this Agreement shall automatically terminate and neither Party shall be liable for or be entitled to bring any action against the other for damages.

**2.5** The OWNER shall ensure that the construction contract(s) contains a maintenance guarantee pursuant to subsection 7.2 of this Agreement for the work performed, which maintenance guarantee shall be in force and effect for a period of one (1) year from the date on which the COUNTY accepts ownership and maintenance responsibility for the County Utility Work.

**2.6** The OWNER shall ensure that the construction contract(s) contain(s) a performance bond and a payment bond pursuant to Section 7 of this Agreement. Each bond shall be in the amount of the value of the construction contract. The performance bond shall ensure that the construction contractor fully, promptly and

faithfully performs the contract and all obligations thereunder. The payment bond shall ensure that the construction contractor shall promptly make payment to all persons supplying services, labor, material, or supplies used directly or indirectly by the contractor, or any subcontractor(s) in the prosecution of the work provided for in the contract.

**SECTION 3. PERMITS.** The OWNER shall apply for, pay for, and obtain all necessary governmental permits and approvals for the County Utility Work. The OWNER understands and agrees that this Agreement shall not serve as authorization to enter the COUNTY's right-of-way for the purposes of this Agreement, and that OWNER's entry into the right-of-way shall be independently subject to the COUNTY's regulation thereof.

**SECTION 4. COMMENCEMENT OF WORK.** After the execution of this Agreement, issuance of all required permits, and COUNTY approval of the Construction Plans and selected bidder, COUNTY approval of the construction contract, and County's receipt of the payment and performance bond referenced in Section 7, herein, the OWNER will promptly commence the County Utility Work based upon the Construction Plans and permits for the same.

**SECTION 5. PAYMENT OF COSTS AND ACCEPTANCE OF WORK.** The OWNER and the COUNTY agree to pay for the County Utility Work as follows:

**5.1** The OWNER shall pay for the design, engineering, surveying, geotechnical engineering, environmental work, permitting, bidding, inspection, construction, construction administration, maintenance guarantee, final testing, certification costs and fees for the County Utility Work as described in **Exhibit "D"** (Scope of Services). The COUNTY shall thereafter reimburse to OWNER the cost difference between the final, County approved cost actually incurred for the County Utility Work and the selected bid for the Owner's Utility Work (the "**County Costs**"), together with any costs resulting from approved COUNTY change orders and the additional design cost related to the County Utility Work. In no case shall the COUNTY'S total payment obligation under this Agreement exceed the COUNTY's Maximum Cost Obligation of (\$4,195,715.00).

**5.2** In the event a change order is requested as a result of revisions made to the COUNTY approved Construction Plans, the COUNTY shall have fifteen (15) days following receipt of the written change order request from the OWNER to review and notify the OWNER, in writing, of the COUNTY's acceptance of the additional cost or credit. If the change order relates to the reclaimed water main within the Roadway ROW located on the Property, the OWNER and the COUNTY shall each be responsible for fifty percent (50%) of any additional cost due to such change order. As to all other change orders relating to the COUNTY Utility Work, the COUNTY shall be responsible for 100% of any additional cost due to such change order. In no case shall the COUNTY be responsible for reimbursement of change order requests which result in a total payment obligation exceeding the COUNTY's Maximum Cost Obligation set forth above in paragraph 5.1.

**5.3** The COUNTY shall reimburse the OWNER for all fees and costs actually incurred by the OWNER for the County Costs up to but not exceeding the Maximum Cost Obligation set forth in Section 5.1 of this Agreement. The COUNTY shall

reimburse the OWNER for fees and costs on a monthly basis, within sixty (60) days after all the following events have occurred:

A. The COUNTY has accepted the selected bid per subsection 2.4;

B. Receipt and approval by the COUNTY of a written payment request in addition to an itemized contractor invoice from the OWNER for the completed portion of the construction cost related to the County Cost (construction costs limited to costs properly allocable to labor, materials, and equipment incorporated in the County Utility Work, and properly allocable to materials and equipment suitably stored at the site for the period covered by the application for payment). The OWNER must use the County-approved Payment Application Form . The request shall include an affidavit from the OWNER'S design engineer certifying to the OWNER and to the COUNTY the completion of the scope of work for that portion of the County Cost for which reimbursement is being requested, together with a waiver and release of lien upon progress payment from the OWNER'S contractor, waiving and releasing its right to claim a lien for labor, services or materials furnished through the date of reimbursement request; a completed release of liens form (OWNER must use the County-approved form) and such other documentation reasonably requested by the COUNTY;

C. Inspection and approval by the COUNTY of the portion of the County Utility Work for which reimbursement is requested, which inspection shall be based on installed quantities of the pre-established pay items for the Project and stored materials in the field, and which inspection and approval shall not be unreasonably withheld or delayed;

D. Receipt and approval by the COUNTY of any utility easement(s) or right-of-way required for the County Utility Work for which reimbursement is requested;

E. Receipt and approval by the COUNTY of a written payment request from the OWNER for the additional design cost related to the County Utility Work with documentation that OWNER'S design engineer has certified to OWNER and to the COUNTY the completion of such design services for which payment is sought and that, subject to payment, such engineer has waived all lien rights with respect to such payment request; documentation that all prior itemized design engineer invoices to the OWNER have been paid in full by the OWNER; and such other documentation reasonably requested by the COUNTY; and

F. In the event the COUNTY has a reasonable basis to dispute a given item of cost reimbursement, it reserves the right to request and obtain

from the OWNER the cancelled check or paid invoice evidencing payment of the same, or other documentation necessary to resolve the dispute.

**5.4** Notwithstanding the foregoing, the COUNTY shall retain ten percent (10%) of each reimbursement payment properly allocable to labor, materials, and equipment incorporated in the County Utility Work, and ten percent (10%) of the portion of each reimbursement payment properly allocable to materials and equipment suitably stored at the site for the period covered by the application for payment. Any amount so retained by the COUNTY shall be paid to the OWNER in full with the COUNTY's final payment obligation to the OWNER. Such final payment under this Agreement shall not arise until after all of the following events have occurred:

A. Receipt and approval by the COUNTY of a written payment request from the OWNER;

B. Inspection, approval, and acceptance by the COUNTY of the completed County Utility Work;

C. Receipt and approval by the COUNTY of the maintenance guarantee and bill of sale as described in Section 7 of this Agreement;

D. Receipt and approval by the COUNTY of copies of such contracts, release of liens, itemized invoices and other documents evidencing the costs of and payment for the County Utility Work as COUNTY reasonably requires; and

E. Receipt and approval by the COUNTY of any utility easement(s) or right-of-way required for the County Utility Work.

**5.5** No later than sixty (60) days after the occurrence of all events in subsection 5.3, above, and subject to subsection 5.6, below, the COUNTY shall make the final payment of its obligation to the OWNER.

**5.6** In the event the COUNTY raises any objections to any fee or cost on the reimbursement request, the disputed amount will be withheld from payment and the undisputed amount shall be paid in accordance with this Section.

**5.7** The OWNER understands and agrees that the OWNER is solely at risk for, and will pay, all cost overruns beyond total construction cost and fees to be approved by the COUNTY in the successful bid and construction contract(s).

**5.8** Upon final payment to the OWNER, the COUNTY shall be deemed to have accepted the dedication of and ownership and operational responsibility for the County Utility Work.

**SECTION 6. DISPUTES.** All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach shall be resolved in the following order: (a) negotiation; (b) non-binding mediation (c) judicial

resolution. A Party submitting a dispute to non-binding mediation (the “Requesting Party”) shall do so by delivering to the other party a notice demanding or requesting, as the case may be, mediation of the dispute and providing a list of three mediators acceptable to the Requesting Party. Within ten (10) days after the receipt of the notice from the Requesting Party, the other Party shall, in writing, provide a notice either choosing one mediator from the list provided by the Requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of Requesting Party’s receipt of the notice, the parties shall mutually agree and appoint a mediator from the lists provided. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. No mediator, appointed, shall have the power to amend or add to this Agreement. Within twenty (20) days after the mediator is named, a time and date for the mediation shall be scheduled and documented in writing. The mediator thereupon shall proceed promptly to hear the controversy. The mediator shall fix a time acceptable to the Parties within which the matter shall be mediated. For all dispute resolution methods, including non-binding mediation, each side shall pay their respective attorneys fees, expert fees, expenses and court costs, as applicable.

Either Party, in its sole discretion, may declare the avenue in (a) or (b) exhausted thirty (30) days after written notice to the other Party of its intent to do so. The effect of such declaration shall be conclusive, freeing the Party to pursue the next option for dispute resolution.

**SECTION 7. PAYMENT AND PERFORMANCE BOND; MAINTENANCE GUARANTEE, AND BILL OF SALE.**

7.1 Prior to commencing the construction, the OWNER or its general contractor shall obtain and deliver to the COUNTY a payment bond and performance bond, as referenced in Section 2.6 of this Agreement, reasonably acceptable to the COUNTY, pursuant to Section 255.05, Florida Statutes, as it may be amended. Both the payment bond and the performance bond shall name the COUNTY as Dual-Obligee and be assignable to the COUNTY following acceptance of the County Utility Work by the COUNTY. The surety company issuing the payment bond and the performance bond shall meet the following qualifications:

- Surety must be licensed to do business in the State of Florida, maintain an A-VI or better rating with AMBEST or an equivalent rating agency and shall comply with the provisions of Section 255.05, Florida Statutes.
- Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Management, Circular 570 entitled: “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”.
- All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety



instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.

**7.2** In addition to any maintenance guarantee required by County Code, the OWNER or its general contractor shall provide a one (1) year maintenance guarantee in the form of a maintenance bond in favor of the COUNTY in an amount equal to ten percent (10%) of the costs of the County Utility Work, the purpose of which is to guarantee the materials, workmanship, structural integrity, functioning and maintenance of the County Utility Work. The surety company issuing the maintenance bond shall meet the qualifications set forth in subsection 7.1 of this Agreement.

**7.3** Prior to the COUNTY'S issuance of the certificate of completion for the County Utility Work, the OWNER shall deliver to the COUNTY a bill of sale in favor of the COUNTY and the maintenance guarantee provided herein for the County Utility Work.

## **SECTION 8. INSURANCE AND INDEMNIFICATION.**

**8.1 Insurance.** Prior to commencing any portion of the County Utility Work and throughout the course of construction of the County Utility Work, the OWNER or its agents and contractors, shall procure and maintain insurance limits and terms as follows:

- Workers' compensation insurance with statutory workers' compensation limits and no less than \$500,000 limit for Employers' Liability with a waiver of subrogation in favor of the COUNTY, its consultants, agents, employees and officials.
- Commercial general liability insurance for all operations including but not limited to contractual, products and completed operations and personal injury with limits of not less than \$1,000,000 per occurrence and an aggregate limit of at least twice the per occurrence limit.
- Professional Liability (errors and omissions) for engineering design in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
- Business automobile liability insurance for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 per occurrence.

The OWNER shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to the COUNTY evidence of such insurance prior to commencement of

construction. The COUNTY shall be listed as an additional insured on all insurance policies required herein, except workers' compensation. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the COUNTY. The OWNER shall provide the COUNTY notice the of any material change, cancellation, non-renewal of any policy required herein at least thirty (30) days prior to the occurrence thereof.

**8.2 Indemnification.** For value received, which is hereby acknowledged, the OWNER agrees, on behalf of itself, its agents, contractors, successors, and assigns, that it shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the performance of the construction activities, provided that any such liability, claim, damage, loss, cost or expense:

- Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom and,
- Is caused in whole or in part by any act or omission relating to the County Utility Work by the OWNER, its agents or employees, contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

Provided, however if this Agreement or any underlying contract for construction of the County Utility Work is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the contractors to defend, indemnify or hold harmless the COUNTY, its officers and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities.

The indemnification provisions contained herein shall survive the termination of this Agreement.

**SECTION 9. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS.** If for any reason during the first year of the term of this Agreement, local, regional or state governments or agencies (other than the COUNTY) shall fail to issue necessary permits or fail to grant necessary approvals for the County Utility Work, after the OWNER has complied with all conditions precedent to receipt of such permits, to the extent that the requirements necessary to obtain such permits or approvals shall affect the ability of the OWNER or the COUNTY to perform any of the terms thereof, this Agreement shall be renegotiated by the Parties hereto to the extent reasonably feasible to cause the County Utility Work to comply with said requirements.

**SECTION 10. TERM; LIMITATION OF LIABILITY.**

**10.1** The term of this Agreement shall be five (5) years from the Effective Date. In the event the OWNER has not, by the second anniversary of the Effective Date of this Agreement, let a contract for the construction of the County Utility Work reasonably acceptable to COUNTY, the COUNTY may terminate this Agreement upon thirty days notice to the OWNER.

**10.2** The COUNTY and OWNER expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of either Party to perform its obligations under this Agreement, the Parties shall have only the following remedies available against each other:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of OWNER or the COUNTY; or
- (iv) any combination of the foregoing.

Both Parties hereto expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Both Parties expressly agree that each shall bear the cost of its own attorney's fees for any action arising out of or in connection with this Agreement.

**SECTION 11. COMPLIANCE WITH LAWS AND REGULATION.** In performing pursuant to the Agreement, each Party hereto will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such Party.

**SECTION 12. NOTICE.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three (3) days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

**If to the COUNTY:** Orange County Utilities Department  
9150 Curry Ford Road  
Orlando, Florida 32825  
Attn: Director  
Telephone: (407) 254-9804  
Facsimile: (407) 254-9899

With copy to: Orange County Attorney's Office  
Orange County Administration Building  
201 S. Rosalind Avenue, 3rd Floor  
Orlando, Florida 32801  
Attn: County Attorney  
Telephone: (407) 836-7320  
Facsimile: (407) 836-5888

**If to OWNER:** SLF IV/Boyd Horizon West JV, LLC  
c/o Boyd Development Corporation  
7586 West Sand Lake Road  
Orlando, Florida 32819  
Attn: Scott T. Boyd  
Phone: (407) ) 352-5858 x222  
Fax: (407) 352-5843

With copy to: Shutts & Bowen LLP  
300 S. Orange Avenue, Suite 1000  
Orlando, Florida 32801  
Attn: James G. Willard, Esquire

c/o The Stratford Company  
9995 Gate Parkway North, Suite 320  
Jacksonville, Florida 32246  
Attn: Ryland Lucie

Hudnall P.C.  
5949 Sherry Lane, Suite 1750  
Dallas, Texas 75225  
Attn: Allan S. Katz

**SECTION 13. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

**SECTION 14. TIME IS OF THE ESSENCE.** Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

**SECTION 15. NON-WAIVER.** No consent or waiver, expressed or implied, by either Party, to or of any breach or default of the other Party, with regard to the performance by said other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that Party. Failure on the part of either Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law, or in equity.

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**SECTION 16. CONSTRUCTION OF AGREEMENT.** This Agreement shall not be construed against either Party on the basis of it being the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

**SECTION 17. REASONABLE APPROVAL.** In those instances in this Agreement in which a Party's approval, consent or satisfaction is required and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

**SECTION 18. PUBLIC RECORDS.** The OWNER will allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and which have been made or received by the OWNER in conjunction with this Agreement. Nothing herein contained shall require OWNER to allow public access to any financial information not pertaining specifically to the Construction Project, or to any proprietary information.

**SECTION 19. RECORDS AND AUDITS.** The OWNER will maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the OWNER's place of business at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement for audit or inspection by the COUNTY upon five (5) business days prior written notice.

**SECTION 20. EQUAL OPPORTUNITY EMPLOYMENT.** The OWNER agrees that it will not discriminate and will provide in all construction contracts for the County Utility Work that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin.

**SECTION 21. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such validity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that extent, this Agreement is declared severable.

**SECTION 22. ASSIGNMENT.** The rights and obligations of OWNER hereunder are not covenants running with the land and shall only be binding upon and exercisable by OWNER (and not any successor in title to any portion of the Property), unless this Agreement is expressly assigned by OWNER as provided in this Section 22. This Agreement or any of the rights, obligations and responsibilities hereunder, shall be in no part assignable by OWNER without the consent or approval of such assignment by the COUNTY, provided that the COUNTY'S approval will not be unreasonably withheld so long as the successor to OWNER is of equal or better economic status and is capable of fulfilling all obligations of OWNER, including but not limited to, the ability to service and

maintain the insurance and indemnification obligations of OWNER. Only upon the written acceptance by COUNTY of the successor owner, will the OWNER be released from any obligations and responsibilities arising under or attributable to the Agreement and only where COUNTY has received notice of and accepted work performed by the said successor owner.

**SECTION 23. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue by reason of this Agreement to or for the benefit of any third party not a formal Party hereto. The parties agree that this section shall not be applied to a provisions of this Agreement (see Section 2.1 for example) to situations where the parties have authorized one party to be a third party beneficiary to the construction, design or other agreement authorized herein or any assignee under this Agreement.

**SECTION 24. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida without regard to the principles of conflict of laws. The venue for any non-binding mediation or judicial proceedings shall be Orange County, Florida.

**SECTION 25. LAND USE APPROVALS.** This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Project. Nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

**SECTION 26. NON-APPROPRIATION.** In accordance with the Florida Constitution and other applicable state and local laws, including but not limited to Section 129.07, Florida Statutes, the obligations of the COUNTY in this Agreement are subject to sufficient budgeted COUNTY funds being available in each COUNTY budget year to achieve the purposes of this Agreement.

**SECTION 27. NO RECORDING.** Neither Party will record this Agreement or any memorandum or affidavit of this Agreement.

**SECTION 28. NO PARTNERSHIP OR JOINT VENTURE.** Nothing in this Agreement is intended to create a partnership or joint venture between the Parties, and neither Party shall be construed to be the partner or joint venturer of the other Party for any purpose.

**SECTION 29. FURTHER DOCUMENTATION.** The Parties agree that from time to time and following a request therefore by a Party, each Party shall properly execute and deliver to the other Party such other documents and instruments reasonably necessary to effectuate the obligations of each Party hereunder.

**SECTION 30. OWNER'S REQUEST TO PROCEED AND CORRESPONDING  
CONDITION PRECEDENT.**

This Agreement is one of a series of agreements, including the following:

- CFX, City, and County Interlocal Agreement regarding Pond Relocation Work;
- Purchase and Sale Agreement for County to purchase the City's interest in the Conserv II property;
- Amendment to Sportplex Lease Agreement with City of Orlando;
- Resolution/Notice of Reservation to allow road and retention areas to be moved from Orange County Utilities to Public Works for use as a road;

Owner has requested that County move forward with this Agreement prior to execution of the other inter-related agreements. To that end, the parties agree that a condition precedent to any obligation of County under the present Agreement is that the aforementioned inter-related agreements shall be fully executed and of full legal force and effect.

Furthermore, even if the condition precedent is not met, Owner understands and agrees that he must provide safe and adequate access, as determined by County, to the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the dates indicated below.

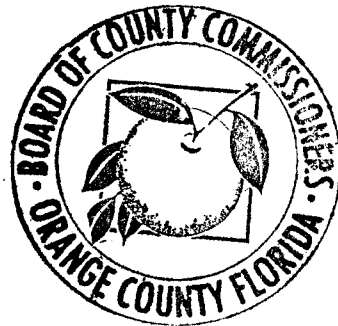
**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor  
*TJ*

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

By: *Craig A. Stopysa*  
*for* Deputy Clerk  
Print: *Craig A. Stopysa*  
Date: APR 07 2015





WITNESSES:

SLF IV/BOYD HORIZON WEST JV, LLC, a Delaware limited liability company

By: Boyd Horizon West, LLC, a Florida limited liability company, Managing Member

By: [Signature]  
Scott T. Boyd, Manager

Date: 3/12/15

[Signature]

Print Name: Demris R. Seligee

[Signature]

Print Name: Kevin Meredith

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. Boyd, Manager of Boyd Horizon West, LLC, a Florida limited liability company, Managing Member of SLF IV/BOYD HORIZON WEST JV, LLC, a Delaware limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 12<sup>th</sup> day of March, 2015. He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

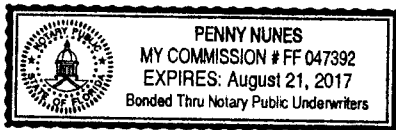
WITNESS my hand and official seal in the County and State last aforesaid this 12<sup>th</sup> day of March, 2015

[Signature]

Notary Public

Print Name: Penny Nunes

My Commission Expires: \_\_\_\_\_



# EXHIBIT "A"

## LEGAL DESCRIPTION

A parcel of land comprising a portion of Sections 17 and 20, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Begin at the Southeast corner of the Southeast 1/4 of aforesaid Section 17; thence run South 00°08'32" East along the East line of aforesaid Section 20 for a distance of 1266.66 feet to a point on the Northerly right-of-way line of New Independence Parkway according to Official Records Book 10416, Page 5782 of the Public Records of Orange County, Florida; thence run the following courses along said Northerly right-of-way line: South 89°38'11" West for a distance of 0.12 feet; thence run North 82°36'32" West for a distance of 50.44 feet; thence run South 89°42'03" West for a distance of 668.26 feet; thence run North 85°08'42" West for a distance of 144.08 feet; thence run South 89°42'03" West for a distance of 652.54 feet to a point on the Northerly limited access right-of-way line of Orlando-Orange County Expressway Authority State Road No. 429 (Western Beltway) according to Official Records Book 7034, Page 1548 aforesaid Public Records of Orange County, Florida; thence run the following courses along said Northerly limited access right-of-way line: South 89°42'32" West for a distance of 100.00 feet; thence run North 63°43'31" West a distance of 55.90 feet; thence run South 89°42'32" West for a distance of 169.38 feet to a point on the Easterly limited access right-of-way line of Orlando-Orange County Expressway Authority State Road No. 429 according to Project No. 75320-6460-653, dated October 1, 2002; thence run the following courses along said Easterly limited access right-of-way line: North 24°56'35" West for a distance of 340.55 feet; thence run North 15°59'37" West for a distance of 721.16 feet to the point of curvature of a curve concave Easterly having a radius of 1543.02 feet, with a chord bearing of North 05°10'50" West, and a chord distance of 578.96 feet; thence run Northerly along said curve through a central angle of 21°37'35" for an arc distance of 582.42 feet to a point of compound curvature of a curve concave Southeasterly having a radius of 3656.94 feet, with a chord bearing of North 13°27'32" East, and a chord distance of 995.90 feet; thence run Northeasterly along said curve through a central angle of 15°39'08" for an arc distance of 999.01 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of aforesaid Section 17; thence run North 89°50'22" East along said North line for a distance of 1989.62 feet to the Northeast corner of the South 1/2 of the Southeast 1/4 of said Section 17; thence run South 00°10'30" East along the East line of said Southeast 1/4 of Section 17 for a distance of 1321.29 feet to the POINT OF BEGINNING.

## LESS AND EXCEPT

A parcel of land described in Official Records Book 10442, Page 2631 of the Public Records of Orange County, Florida, comprising a portion of Section 20, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of Section 17, also being the Northeast corner of the Northeast 1/4 of aforesaid Section 20; thence run North 00°10'30" West along the East line of said Southeast 1/4 of Section 17 for a distance of 1321.29 feet to the Northeast corner of the South 1/2 of the Southeast 1/4 of said Section 17; thence run South 89°50'22" West along the North line of the South 1/2 of the Southeast 1/4 of said Section 17 for a distance of 1957.36 feet to a point on a line 30.00 feet East of (perpendicular measure) and parallel to the Easterly limited access right-of-way line of Orlando-Orange County Expressway Authority State Road No. 429 (Western Beltway) per Project No. 75320-6460-653 dated 10-01-02, also being a point on a non tangent curve concave Easterly and having a radius of 3626.94 feet, a chord bearing of South 13°33'07" West and a chord length of 999.41 feet; thence run Southerly along said parallel line and said curve through a central angle of 15°50'18" for an arc distance of 1002.60 feet to a point of compound curvature of a curve concave Easterly and having a radius of 1513.02 feet, a chord bearing of South 05°10'50" East and a chord length of 567.71 feet; thence run Southerly along said parallel line and said curve through a central angle of 21°37'35" for an arc distance of 571.09 feet to a point of tangency; thence run South 15°59'37" East along said parallel line for a distance of 718.81 feet; thence run South 24°56'35" East along said parallel line for a distance of 63.06 feet to the POINT OF BEGINNING; thence departing aforesaid parallel line run North 65°03'25" East for a distance of 30.00 feet; thence run South 24°56'35" East for a distance of 50.00 feet; thence run South 65°03'25" West for a distance of 30.00 feet to a point on the aforesaid parallel line; thence run North 24°56'35" West along said parallel line for a distance of 50.00 feet to aforesaid POINT OF BEGINNING.

Contains 124.33 acres more or less.

## LESS AND EXCEPT

### LEGAL DESCRIPTION

BEGIN at the point of intersection of the Northerly limited access right-of-way line of Orlando-Orange County Expressway Authority State Road No. 429 (Western Beltway) according to Official Records Book 7034, Page 1548 aforesaid Public Records of Orange County, Florida and the Easterly limited access right-of-way line of Orlando-Orange County Expressway Authority State Road No. 429 according to Project No. 75320-6460-653, dated October 1, 2002; thence run the following courses along said Easterly limited access right-of-way line: North 24°56'35" West for a distance of 340.55 feet; thence run North 15°59'37" West for a distance of 721.16 feet to the point of curvature of a curve concave Easterly having a radius of 1543.02 feet, with a chord bearing of North 05° 10' 50" West, and a chord distance of 578.96 feet; thence run Northerly through a central angle of 21° 37' 35" along the arc of said curve for an arc distance of 582.42 feet to a point of compound curvature of a curve concave Easterly having a radius of 3656.94 feet with a chord bearing of North 08° 34' 21" East, and a chord distance of 375.09 feet; thence run Northerly along the arc of said curve through a central angle of 05° 52' 46" for an arc distance of 375.26 feet; thence departing said Easterly limited access right-of-way line run North 89° 50' 22" East for a distance of 1043.03 feet; thence run South 00° 00' 00" East for a distance of 533.72 feet to the point of curvature of a curve concave Northeasterly having a radius of 614.25 feet with a chord bearing of South 20° 19' 56" East, and a chord distance of 426.86 feet; thence run Southeasterly through a central angle of 40° 39' 52" along the arc of said curve for an arc distance of 435.95 feet to a point of reverse curvature of a curve concave Southwesterly having a radius of 501.75 feet with a chord bearing of South 20° 28' 54" East, and a chord distance of 346.22 feet, thence run Southeasterly along the arc of said curve through a central angle of 40° 21' 55" for an arc distance of 353.49 feet to a point of tangency; thence run South 00° 17' 57" East for a distance of 60.32 feet; thence run South 00° 54' 46" West for a distance of 236.14 feet; thence run South 89° 42' 03" West for a distance of 11.51 feet; thence run South 00° 17' 57" East for a distance of 402.56 feet; thence run South 44° 42' 03" West for a distance of 21.38 feet to a point on the Northerly right-of-way line of New Independence Parkway according to Official Records Book 10416, Page 5782 of the Public Records of Orange County, Florida; thence run South 89° 42' 03" West along said Northerly right-of-way line for a distance of 626.42 feet to a point on aforesaid Northerly limited access right-of-way line of Orlando-Orange County Expressway Authority State Road No. 429 (Western Beltway); thence run South 89° 42' 32" West for a distance of 100.00 feet; thence run North 63° 43' 31" West for a distance of 55.90 feet; thence run South 89° 42' 32" West a distance of 169.38 feet to the POINT OF BEGINNING.

Contains 50.89 acres gross more or less.

## LESS AND EXCEPT

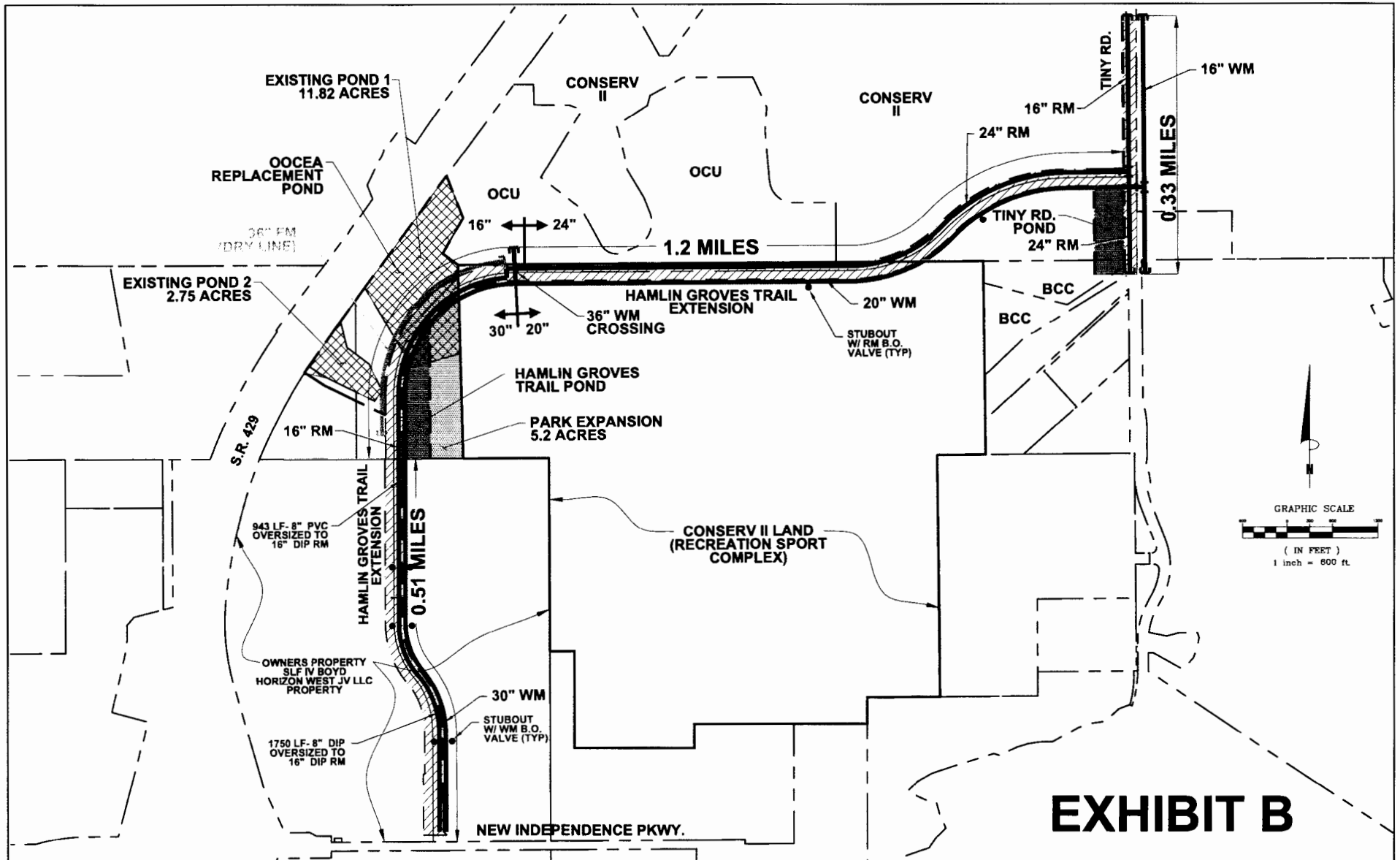
A parcel of land described in Official Records Book 10442, Page 2631 of the Public Records of Orange County, Florida, comprising a portion of Section 20, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of Section 17, also being the Northeast corner of the Northeast 1/4 of aforesaid Section 20; thence run North 00°10'30" West along the East line of said Southeast 1/4 of Section 17 for a distance of 1321.29 feet to the Northeast corner of the South 1/2 of the Southeast 1/4 of said Section 17; thence run South 89°50'22" West along the North line of the South 1/2 of the Southeast 1/4 of said Section 17 for a distance of 1957.36 feet to a point on a line 30.00 feet East of (perpendicular measure) and parallel to the Easterly limited access right-of-way line of Orlando-Orange County Expressway Authority State Road No. 429 (Western Beltway) per Project No. 75320-6460-653 dated 10-01-02, also being a point on a non tangent curve concave Easterly and having a radius of 3626.94 feet, a chord bearing of South 13°33'07" West and a chord length of 999.41 feet; thence run Southerly along said parallel line and said curve through a central angle of 15°50'18" for an arc distance of 1002.60 feet to a point of compound curvature of a curve concave Easterly and having a radius of 1513.02 feet, a chord bearing of South 05°10'50" East and a chord length of 567.71 feet; thence run Southerly along said parallel line and said curve through a central angle of 21°37'35" for an arc distance of 571.09 feet to a point of tangency; thence run South 15°59'37" East along said parallel line for a distance of 718.81 feet; thence run South 24°56'35" East along said parallel line for a distance of 63.06 feet to the POINT OF BEGINNING; thence departing aforesaid parallel line run North 65°03'25" East for a distance of 30.00 feet; thence run South 24°56'35" East for a distance of 50.00 feet; thence run South 65°03'25" West for a distance of 30.00 feet to a point on the aforesaid parallel line; thence run North 24°56'35" West along said parallel line for a distance of 50.00 feet to aforesaid POINT OF BEGINNING.

Contains 1500 square feet, 0.03 acres more or less.

Subject property 50.86 acres net more or less.



# EXHIBIT B

DATE		REVISION		BY		APPROV		DRAWN: DRG DESIGN: JR CHECKED: JMK PROJECT MANAGER: PROJECT MANAGER:	<b>KCG</b> KELLY, COLLINS & GENTRY, INC. <small>1700 NORTH ORANGE AVENUE, SUITE 400, ORLANDO, FL 32809          (407) 990-7998 FAX (407) 990-1488</small>	<b>HAMLIN TRAIL EXTENSION</b>	<b>CONCEPTUAL          UTILITY PLAN</b>	DATE: 2/17/15 PROJECT NO.: 1057.000	SHEET C-1
								BOOTH & GOWNY, P.L.L.C.					

**Hamlin Groves Trail Extension  
Utility Construction  
STANDARD BID FORM**

**EXHIBIT C**

**COUNTY UTILITY WORK**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
-------------	----------	------	------------	--------------

<b>1 SANITARY SEWER</b>				
36" PVC Forcemain		LF		
36" Plug Valve		EA		
Air Release Valve		EA		
Testing/Survey		LS		
Fittings Per LF		LF		
				<b>SUBTOTAL</b>

<b>2 WATER</b>				
36" DIP Watermain		LF		
30" DIP Watermain		LF		
20" DIP Watermain		LF		
16" DIP Watermain		LF		
12" PVC Watermain		LF		
36" Gate Valve		EA		
30" Gate Valve		EA		
20" Gate Valve		EA		
16" Gate Valve		EA		
12" Gate Valve		EA		
Fire Hydrant Assembly		EA		
Automatic Blow Offs		EA		
Testing/Survey		LS		
Fittings Per LF		LF		
				<b>SUBTOTAL</b>

<b>3 RECLAIMED</b>				
24" DIP Reclaimed (Mainline)		LF		
16" DIP Reclaimed (Mainline)		LF		
8" PVC Reclaimed (Crossings)		LF		
24" Gate Valve		EA		
16" Gate Valve		EA		
8" Gate Valve		EA		
Blow Off Valve		EA		
Testing/Survey		LS		
Fittings Per LF (Mainline)		LF		
Fittings Per LF (Crossings)		LF		
				<b>SUBTOTAL</b>

<b>4 MISCELLANEOUS</b>				
Mobilization		LS		
				<b>SUBTOTAL</b>

<b>COUNTY UTILITY WORK TOTAL</b>
----------------------------------

**OWNER UTILITY WORK**

<b>1 RECLAIMED</b>				
8" DIP Reclaimed (Mainline)		LF		
8" PVC Reclaimed (Mainline)		LF		
8" Gate Valve		EA		
Fittings Per LF (Mainline)		LF		
Testing/Survey		LS		
Mobilization		LS		
				<b>TOTAL</b>

<b>OWNER UTILITY WORK TOTAL</b>
---------------------------------

<b>*COUNTY UTILITY COST</b>
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\*County utility cost is equal to total county utility work total minus owner utility work total

**KELLY, COLLINS & GENTRY, INC**

# EXHIBIT D

## ATTACHMENT A

### SCOPE OF SERVICES

#### **Engineering Services for Hamlin Groves Trail Extension Water Main, Reclaimed Water Main and Forcemain Project**

The engineering services required for the Hamlin Groves Trail Extension Water Main, Reclaimed Water Main and Forcemain Project are presented in the following. The Project includes the design, permitting, and construction management for the installation of approximately 1,750LF of forcemain, 11,000 LF of water main and 8,000 LF of reclaimed water main. See project description below.

The sizing for the potable water and reclaimed water mains are as shown on the utility exhibit. The forcemain, potable water main and reclaimed water main will be located in the right-of-way for Hamlin Groves Trail and Tiny Road, a planned 4-lane roadway design. The 36" forcemain will be a "dry-line".

### **PROJECT PURPOSE**

In conjunction with other pipeline projects in the area, the Project will ultimately provide a means to convey water, wastewater and reclaimed water from the Orange County Utilities (OCU) Malcolm Road Water Supply Facility and from/to OCU's Southwest Water Reclamation Facility to be constructed in the future by OCU.

### **PROJECT DESCRIPTION**

Professional engineering services will be provided to perform design, permitting, and complete construction of the following (see Exhibit B):

1. The proposed water main will run the length of the Hamlin Groves Trail, 1.71 miles and along the limits of Tiny Road improvements, 0.33 miles.
  - 1.1. The proposed water main diameter is 30, 20 and 16 inches. The water main will connect to the existing 30-inch stub out at New Independence Parkway and run to the intersection of Tiny Road. The 30-inch water main will change to 20 inch adjacent to the future Water Reclamation Facility at the location of a 36-inch crossing with a cap for future 36-inch water main connection.
  - 1.2. This crossing will connect ultimately to the future Malcolm Road WSF west of SR 429.
  - 1.3. The 16-inch water main along Tiny Road will connect to existing water mains to the north and south.
2. The proposed reclaimed water main, similarly, will run the length of the Hamlin Groves Trail, 1.71 miles (1.2 mile county main + 0.51 mile upsizing only) and along the limits of Tiny Road improvements, 0.33 miles. The proposed reclaimed water main diameter is 16-inch and 24-inch. The 16-inch portion of the main will connect to the existing stub out at New Independence Parkway. The 16-inch reclaimed water main will change to 24-inch adjacent to the future Water Reclamation Facility at the location of a future connection to the WRF. The 16-inch reclaimed water main along Tiny Road will connect to existing mains to the north and south.

**Note:** The oversizing construction costs to be included in other documents. The developer RM will consist of 1,750 LF of 8-inch DIP and 943 LF of 8-inch PVC. Developer will pay for 8" RM, under separate contract.

3. The proposed force main is a dryline and will run approximately 1750 lf along the west side of Hamlin Groves Trail adjacent to the Central Florida Expressway retention pond. This force main will be placed in the Hamlin Groves Trail R/W and serve as a future link to the transmission main connecting the force main along New Independence Parkway just west of SR 429 to the future WRF. This force main will be constructed as a dry line.

## **SCOPE OF ENGINEERING SERVICES**

The services to be provided by Kelly, Collins & Gentry, Inc. for the proposed water main, reclaimed water main, and forcemain as described above, include:

1. Preliminary Engineering;
2. Corrosion Investigation; **N/A - geotech by others**
3. Surveying; **N/A per roadway project**
4. Geotechnical Investigation; **N/A per roadway project**
5. Ecological Investigation; **N/A per roadway project**
6. Preparation of Construction Documents; **For Developer**
7. Permitting
8. Bidding
9. Construction Administration Services.

### **1.0 Task 1 - Preliminary Engineering**

The purpose of the preliminary engineering phase is to develop and present project completion alternatives to OCU that will allow OCU to make informed decisions regarding the Project. The preliminary engineering phase shall include:

- 1.1 Meet with OCU to initiate the project so that the Engineer and any subconsultants to the Engineer fully understand the intent of the Project, the scope of work for the Project, and OCU's specific requirements applicable to the Project.
- 1.2 Collect and review available information such as GIS data, aerials, topographic maps and surveys, right-of-way and easement records, record drawings, soils investigation reports, privately owned utility system data, zoning classification, flood maps, building codes, and standards that may be pertinent to the Project. The review shall include reviewing requirements of all agencies having jurisdiction over the Project. Meet with and coordinate with the agencies that will impact the Project.
- 1.3 Perform a site visit to evaluate existing conditions along the proposed pipe alignments that may impact the Project, including, but not limited to, locations of the proposed mains, staging and storage areas, and spoils piles.
- 1.4 Prepare a preliminary layout of proposed construction alignment of the water, reclaimed water, and wastewater mains which indicates all major conflicts with existing utilities and other underground features and all areas where special construction techniques must be considered. Additionally, present other pertinent information necessary for OCU to evaluate the proposed alignment.

- 1.5 Prepare a preliminary estimate of probable construction costs for the Project based on the following recommendations:
- a. Preliminary alignment of the potable water, reclaimed water, and wastewater mains.
  - b. Appurtenances, i.e., valves, fittings, etc., provided to facilitate testing of the mains, isolating main segments for extending the mains for future expansion or for maintenance or repair, and addressing other construction or operational issues.
  - c. Construction methods based on existing site conditions and other construction planned within the Project limits.

**2.0 Task 2 - Corrosion Investigation N/A**

**3.0 Task 3 - Surveying N/A**

**4.0 Task 4 - Geotechnical Investigation N/A**

**5.0 Task 5 - Ecological Investigation N/A**

**6.0 Task 6 - Preparation of Construction Documents**

The purpose of this task is to prepare construction drawings, including plan and profile sheets, construction details and notes. The construction documents shall be complete and meet the requirements for bidding as required by Developer in conjunction with the roadway construction plans. Documents shall comply with Exhibit 4 - Supplemental Requirements for Design and Record Documents and the applicable current requirements of the Manual including, but not limited to, Chapter 2, General Requirements and Design Standards. Design services will include submittal of construction documents at the 60%, and 100% level of completion.

**6.1 Prepare 60% Construction Drawings and Documents**

- 6.1.1 A set of Drawings including a cover sheet, general notes sheets, plan and profile drawings at 1"=40' horizontal scale 1"=4' vertical scale shall be prepared indicating:
- a. Cover and general notes;
  - b. Site location map;
  - c. Legend and symbols;
  - d. Survey, Boundary and topographic information; (by developer's surveyor)
    - i. Topographic and boundary survey, as defined in Task 3 above.
    - ii. Datum used to set the controls shown on the Drawings.
    - iii. Surveyor's name, registration number, and the date the survey was performed
    - iv. The baseline with state plane coordinates and elevations.
    - v. Stations and offsets from the baseline to the proposed mains.
    - vi. Found or set monuments for rights-of-ways, easements, or boundary surveys.
  - e. Existing and proposed utilities in plan and profile views; and
  - f. Applicable construction details.



- 6.2 Submit seven (7) sets of construction drawings and technical specifications and a digital copy as a searchable single PDF file at a 60% level of completion to OCU for review.
- 6.3 Coordinate with Development Engineering and Orange County Public Works (OCPW). Submit one (1) printed set of 60% Drawings (simultaneously with OCU submittal) as a separate submittal package with cover letter for review and comment to each:
  - a. Manager of Development Engineering Division; and;
  - b. Manager of the Public Works Engineering Division;
- 6.4 Meet with OCU within 30 days of the submittal to discuss the 60% submittal, prepare meeting minutes and CIP Comment Tracking Spreadsheet, submit the CIP Comment Tracking Spreadsheet to OCU for verification, and subsequently revise the construction documents per OCU's comments.
- 6.5 Incorporate design data and other information, not shown on the 60% Drawings and documents or contained in the County's review comments, as required to prepare the 100% Drawings and documents. The minimum requirements of a 100% level completion are defined as the incorporation of County comments received and verified after review of the 60% submittal. At the 100% level of completion the Drawings and Specifications shall be at a level of completion that will allow the project to be bid. A design Asset Attribute Table shall be included in the 100% Drawings in accordance with the requirements of the Manual. (Note: Due to the pace of development, data asset table may be completed after bidding.) If determined by the PM that the 100% level of completion requirements are not met, the corrected 100% construction documents shall be resubmitted and, if applicable, another 100% review meeting shall be attended by the Engineer.
- 6.6 Meet with OCU within 30 days of the submittal to discuss the 100% submittal, prepare meeting minutes and CIP Comment Tracking Spreadsheet, and submit the CIP Comment Tracking Spreadsheet to OCU for verification.
- 6.7 Prepare the construction drawings, and other documents which are required for the 100% submittal. Incorporate any final comments from the Bid-Ready Review Group (BRG) into the 100% complete drawings and specifications.
- 6.8 Submit six (6) signed and sealed hardcopy sets of construction drawings and technical specifications, a digital copy of the Drawings and Specifications as a single PDF and a copy of the drawings in AutoCAD™ Civil 3D format to the County Procurement.
- 6.9 Prepare and provide State of Florida Registered Professional Engineer signed and sealed Engineer's Opinion of Probable Construction Cost.

**7.0 Task 7 - Permitting**

Permitting services will be provided, including the payment of fees which will be reimbursed by the County. Based on this project's scope of work, the following services are anticipated:

- 7.1 South Florida Water Management District (SFWMD) – N/A in roadway project

- 7.2 Prepare and submit required Project related permit applications and supporting documentation necessary to obtain required permits for construction and operation of the Project. The following permits are anticipated for this project:
- a. FDEP: “Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System” (Dryline).
  - b. FDEP: “Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs”

7.3 Respond to requests for additional information from permitting agencies.

7.4 Pay fees for permits. OCU will reimburse fees paid by the Engineer.

## **8.0 Bidding**

8.1 KCG will prepare bidding documents in accordance with developer requirements.

8.2 KCG will disburse bid documents to list of bidders provided by the developer and to OCU for review.

8.3 KCG will attend pre-bid meetings and respond to request for additional information (RFI’s).

8.4 KCG will prepare a letter to OCU and justify which bid was selected.

## **9.0 Task 9 - Construction Administration**

OCU’s Field Services Division provides construction inspection. If requested by the Field Services Division, the Engineer will provide general consultation and advice. All instructions to the Contractor shall be issued through OCU. The following tasks will be accomplished during the construction phase.

9.1 Prepare and submit conformed documents, modify bidding documents, if required, and obtain County/Procurement required and contractor executed documents; provide the County ten (10) full- size and five (5) half-size signed and sealed sets of the construction drawings and fifteen (15) complete Project Manuals (collectively referred to as the “conformed” Contract Documents) for OCU’s use during the construction phase of the Project.

9.2 Provide PM a scanned digital version of the hard copy Conformed Construction Drawings in protected Adobe Acrobat document file (pdf) format and comprised of files in the tagged information file (.tif) format and signed and sealed by the Engineer of Record.

9.3 Provide a digital version of the Conformed Construction Drawings submitted in AutoCAD Civil 3D (.dxf or .dwg) format.

9.4 Organize and conduct a pre-construction conference. Distribute Conformed Contract Documents, take meeting minutes, and distribute written minutes to all attendees.

9.5 Review shop drawings and product submittals for conformance with the Contract Documents. Review and respond to Contractor’s requests for information (RFI). Maintain a shop drawing log and a RFI log.

9.6 Attend monthly construction progress meetings, take meeting minutes, and distribute minutes to all attendees.

- 9.7 Conduct biweekly site observation of the construction site and discuss concerns with OCU.
- 9.8 On a monthly basis review contractor surveyor certified as-built Asset Attribute Table and Pipe Deflection Table and provide comments to OCU.
- 9.9 N/A Per Owner
- 9.10 Conduct substantial and final completion inspections of the Project and prepare appropriate “punch lists”.
- 9.11 Review as-built drawings, as-built Asset Attribute Tables, and as-built pipe deflection tables, prepared by the Contractor’s State of Florida registered Professional Surveyor; review and revise the as-built/record drawings, Asset Attribute Tables and deflection tables to reflect information provided by the Contractor.
- 9.12 Prepare Record Drawings in accordance with Exhibit 4 - Supplemental Requirements for Design and Record Documents based on information provided by the Contractor only. Provide three (3) sets of prints of the record drawings and an electronic file of the record drawings utilizing the AutoCAD™ Civil 3D format to OCU. Also provide electronic files of scanned images of the record drawings in the “.tif” file format to OCU.

**ATTACHMENT B**

**Compensation**

Engineering Services for  
Hamlin Groves Trail Extension  
Water Main, Reclaimed Water Main and Forcemain Project

**Engineering Phase Services:**

**Task 1 through Task 8**

Basis: Firm fixed fee amount in accordance with Contract  
Amount: Two Hundred and Twenty Thousand.  
**(\$220,000.00)**

**Hourly Services:**

**Task 9 - Construction Administration:**

Basis: Hourly, not to exceed the specified amount in accordance with Contract  
Amount: Sixty Thousand  
**(\$60,000.00)**

**Direct Expense Estimate:** Eight Thousand  
**(\$8,000.00)**

**Total Contract Amount:** Two Hundred and Eighty Eight Thousand.  
**(\$288,000.00)**

**EXHIBIT 1**  
**SUBCONSULTANT PROPOSALS**

**N/A**

**EXHIBIT 2**

**Engineer's Estimate of Probable Construction Cost**

**EXHIBIT 3**  
**MINIMUM REQUIREMENTS FOR**  
**SURVEY ACCURACY AND CONTROL**

## **Minimum Requirements For Survey Accuracy and Control**

Surveying services are to provide Orange County Utilities with sufficient data to ascertain that proposed water, wastewater, reclaimed water mains and pump station sites are within the existing and/or proposed rights of way, easement or site boundary and as indicated on the construction drawings.

### Horizontal and Vertical Controls

Horizontal and vertical controls shall be shown on the design drawings sufficiently to determine locations and elevations for the contractor to establish his work.

- Vertical control data shall be based on the North American Vertical Datum 1988. Benchmark(s) shall be provided for each of the Design Drawings.
- The horizontal control data shall be relative to the Florida State Plane Coordinate system, East Zone, North American Datum of 1983/1990 adjustment.

### Rights-of-Way, Easements, and Pump Station Sites

Any survey of rights-of-ways, easements, and pump station sites shall either meet or exceed Chapter 61 G17-6 FAC "Minimum Technical Standards" or meet or exceed standards in Table 01720-1 Minimum Survey Accuracies Table in OCU's Capital Improvement Program standard specifications, whichever is more stringent. The survey of easements shall be executed as boundary surveys.

### Control and Traverse Points Positional Reliability

Control and traverse points which comprise the overall geometry of the survey shall maintain a minimum positional reliability of 1:1 0,000 feet relative to the nearest geodetic control station and shall be shown on the survey. All baseline control traverses shall be tied to a least two existing horizontal controls of second order class I or higher standards or a control established by the County. In the event that a control monument will be established by GPS techniques, control monuments as a minimum will be available with State Plane Coordinates at each end of the traverse. Location of easements, RIWs, and pump station sites shall be monumented.

### Survey Map Report

A Survey Map Report shall be prepared. At a minimum, the Survey Map Report shall identify real estate title information used, measurements and computations made, accuracies obtained for the survey traverse, rights-of-way, easements, and pump station site, information obtained from surveying, possible boundary issues, and obstructions within the easements. The Report shall also describe the positional accuracy for the control points and bench mark elevations that were used.

### Electronic submittal at 60% Design Submittal

All survey field notes and other pertinent survey data in electronic format shall be provided at the 60% design review meeting. Data shall include but not be limited to the following:

- Computations - Traverse closures and control coordinates
- Electronic files of data collected, control, title search of public records, last deeds of records or other data utilized in the survey effort.
- Survey Map Report
- Surveyor shall prepare and submit a QAIQC surveying review checklist. The Surveyor shall be totally responsible for the QAIQC process of their services



- The survey electronic files shall be signed and sealed by a registered surveyor by creating a "signature" file in accordance with Chapter 61G17-7.0025, FAC.
  1. Electronic files shall be sealed by creating a "signature" file that contains the Engineer, date, a brief overall description of the documents and a list of the electronic files to be sealed. Each file in the list shall be identified by its file name utilizing relative Uniform Resource Locators (URL) syntax described in the Internet Architecture Board's Request for Comments (RFC) 1738, December 1994, which can be obtained from the Internet website: <ftp://ftp.isi.edu/in-notes/rfc1738.txt>
  2. Each file shall have an authentication code defined as an SHA-1 message digest described in Federal Information Processing Standard Publication 18jO-1 "Secure Hash Standard," 1995 April 17, which can be obtained from the internet website: [http://www.itl.nist.gov/fipspubs/fip180-1 .htm](http://www.itl.nist.gov/fipspubs/fip180-1.htm)
  3. For those sheets that are electronically signed and sealed by a registered surveyor, the following note shall be placed legibly on the sheet. The note shall be located outside and along the right sheet border line, within 1/8inch of the line and beginning within one inch of the bottom sheet border line.

“NOTICE: THE OFFICAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G177.0025, FAC“

**EXHIBIT 4**  
**SUPPLEMENTAL REQUIREMENTS**  
**FOR DESIGN AND RECORD DOCUMENTS**

**Supplemental Requirements  
For Design and Record Documents**

Engineering services are to provide Orange County Utilities with sufficient data to ascertain that proposed water, wastewater, reclaimed water mains and pump station sites are within the existing and/or proposed boundaries and as indicated on the construction drawings. *A pre-proposal meeting with the OCU Project Manager, Engineer and Surveyor is required to define scope of services.*

Horizontal and Vertical Controls

Horizontal and vertical controls shall be sufficiently shown on the design drawings for the contractor to determine locations and elevations to establish his work.

Rights-of-Way, Easements, and Pump Station Sites

Survey information for rights-of-ways, easements, and pump station sites shall be adequately depicted on the design drawings.

Design Asset Attribute Data Table

Both a design Asset Attribute Table and a partially complete contractor surveyor's as-built Asset Attribute Table shall be included in the design drawings. Assets include bench marks, fire hydrants, blow-off valves, air release valves, master meters, meter box, cleanouts, pump station, manholes, system valves, fittings, piping @ 100' maximum intervals, restrained pipe, connections, bore and jack casing, direction drilling beginning and end, and numbering procedure. As a reference, see Table A "Types of Assets" and Table B "Asset Attribute Data Form Example".

**Table A**  
**Types of Assets**

Asset/Location	Location: horizontal center and vertical top, unless otherwise specified
Bench Marks	Point
Horizontal Control	Point
Easements and Tracts	Survey Monuments
Civil Site, Topographic and Foundation Drawings	All
Hydrants	Operating Nut
Blow off Valves	Valve Enclosure
Air Release Valves	Valve Enclosure
Master Meters	Register
Meter Box	Top of Meter Box
Clean-out	Top of Clean-out
Pump Station	Top Center of Wet Well and Pipe Inverts
Manholes	Top Center of Cover
Manhole	Pipe Inverts
System Valves	Operating Nut and Valve Body
Fittings	Top of Fitting and Ground
Piping at 100' max intervals	Top of Pipe and Ground
Restrained Pipe	Limits
Connections	Pipe Invert
Bore & Jack Casing	Top of Casing at Limits of Casing
Existing Utilities*	Conflicts

Existing utilities including but not limited to water, wastewater, reclaimed water, storm, fiber optic cable, electric, gas and structures within the limits of construction

## **Supplemental Requirements For Design and Record Documents (continued)**

### Design Construction Documents Design Reviews

Pipe deflections shall be designed to not exceed the pipe manufacturer's recommended maximum deflection. Engineer shall add fittings to the design when the pipe deflections would exceed the pipe manufacturer's recommendations. Design drawings and specifications shall be in accordance with the OCU Standards and Construction Specifications Manual. Any modifications to OCU Standard Details shall be noted during the 60% and 90% design review meetings.

### Record Drawings

The Engineer shall develop the Record Drawings from the Construction Record Documents (certified as-built from a licensed surveyor) supplied by the Contractor. The Engineer shall identify substantive deviations from the original design documents and state whether the deviations are such that the original engineering design intent has, or has not, been "materially" accomplished by the finished construction. The Engineer shall fully and completely delineate the scope of the Engineer's work in preparing all Record Documents and indicate what specific services were performed by the Engineer, or the engineering firm, upon which the opinion in the Engineer's certification is based. The National Council of Engineering Examiners & Surveyors (NCEES) suggests that such a statement should include statements noting.

- That the "record/as-built" drawing is a compiled representation of the constructed project;
- A listing of the sources and the basis of information used in the preparation of the "record/as-built" drawing;
- That the drawing is believed to be correct to the best of the Engineer's knowledge; and
- That the drawings meet the design intent including, but not limited to location of installed assets and pipe deflections.

Appropriate notes on the Record Drawings or disclosures accompanying the certification can clarify an Engineer's determination that such modifications do or do not "materially" affect the permitted design.

An Asset Attribute Table, certified by the contractor's surveyor, shall be included in the Record Drawings. In addition the utilities asset and coordinates shall be indicated on each sheet of the Record Drawings for the assets shown on that drawing. Assets and coordinates for each sheet shall be shown in a table formatted identically to overall project Asset and Coordinate Table.

The Record Drawings submittal shall include:

- Three (3) certified, full size, hard copy sets of Record Drawings signed and sealed by the Engineer of Record.
- A scanned digital version of the certified, hard copy Record Drawing in protected Adobe Acrobat document file (pdf) format and comprised of files in the tagged information file (.tif) format and signed and sealed by the Engineer of Record.
- A revised digital Record Drawing shall be submitted in AutoCAD (.dxf or .dwg) format.
- The electronic files shall be signed and sealed by creating a "signature" file in accordance with Chapter 61 G 15-23.003, FAC.

1. Electronic files shall be sealed by creating a "signature" file that contains the Engineer, date, a brief overall description of the documents and a list of the electronic files to be sealed. Each file in the list shall be identified by its file name utilizing relative Uniform Resource Locators (URL) syntax described in the Internet Architecture Board's Request for Comments (RFC) 1738, December 1994, which can be obtained from the Internet website: <ftp://ftp.isi.edu/in-notes/rfc173B.txt>
2. Each file shall have an authentication code defined as an SHA-1 message digest described in Federal Information Processing Standard Publication 186-1 "Secure Hash Standard," 1995 April 17, which can be obtained from the internet website: <http://www.itl.nist.gov/fipspubs/fip186-1.htm>
3. For those sheets that are electronically signed and sealed by the Engineer, the following note shall be placed legibly on the sheet. The note shall be located outside and along the right sheet border line, within 1/8-inch of the line and beginning within one inch of the bottom sheet border line.

*"NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61 G15-23.003, FAC"*

**TABLE B**

**Asset Attribute Data Form Example**

Asset Type	I.D. Number	Utilities Asset Number	UTILITIES Asset Coordinates		
			Northerly	Easterly	Elevation
Bench Marks	BM-1		1605466	450720.5	86.04
Horizontal control	HC-1		1605700	450879	N/A
Horizontal control	HC-2		1605333	450773.1	N/A
Fire hydrant	FH-1		1605630	450920.4	N/A
Fire hydrant	FH-2		1605162	450024.6	N/A
					<b>Depth</b>
Gate valve	GV-1		1605631	450533.2	2.9
Gate valve	GV-2		1605400	450765.8	3.4
Plug valve	PV-1		1605024	450123.7	3.3
Plug valve	PV-2		1605626	450245.4	2.6
Blow off valve	BO-1		1605805	450057.3	N/A
Blow off valve	BO-2		1605030	450126.2	N/A
Air release valve	ARV-W1		1605647	450939.9	N/A
Air release valve	ARV-FM2		1605978	450490.1	N/A
Master meter	MM-1		1605290	450130.2	N/A
Master meter	MM-2		1605900	450883.9	N/A
Detector check meter	DCM-1		1605244	450848.8	N/A
Detector check meter	DCM-2		1605829	450035.9	N/A
Clean-out	CO-1		1605290	450130.2	N/A
Clean-out	CO-2		1605900	450883.9	N/A
Force Main Fitting	FMF-1		1605024	450123.7	3.3
Water Main Fitting	WMF-1		1605626	450245.4	3.6
Reclaimed Water Fitting	RWMF-1		1605680	450302.7	3
Water Piping	WM-1		1605290	450130.2	2.8
Force Main Piping	FM-1		1605900	450883.9	4

Reclaimed Water Main Piping	RWM-1		1605900	450883.9	3.2		
Restrained Water Main	RSWM-1		1605631	450533.2			Limits of restraint
Restrained Force Main	RSFM-1		1605400	450765.8			Limits of restraint
Restrained Reclaimed Water Main	RSRWM-1						Limits of restraint
			1605024	450123.7			
Water Main Connection	WMC-1		1605626	450245.4			
Force Main Connection	RMC-1		1605030	450126.2			
RW Main Connection	RWMC-1		1605805	450057.3			
Water B&J Casing	WMBJC-1		1605900	450883.9			
Force Main B&J Casing	FMBJC-1		1605647	450939.9			
RW B&J Casing	RWBJC-1		1605978	450490.1			
Other Utility Line Conflicts	CONFL-1		1605290	450130.2			
	I.D. Number	Asset Number	1605829	450035.9	Top Center	Infl. Pipe Invert	Wet Well Bottom
PS top center of wet well	PS-1		1605643	450370.8	87.04	73.25	68.20
	I.D. Number	Asset Number	Asset Coordinates		Top Elevation	Invert Elevations	
			Northerly	Easterly		N	S
Manhole	MH-1		1605320	450196.7	88.19	73.50	73.60
Manhole	MH-2		1605160	450726.7	87.48	75.35	75.45



**EXHIBIT 6**  
**DESIGN REVIEW PROCEDURE**

**DESIGN REVIEW PROCEDURE  
PROJECT DOCUMENTS DESIGN REVIEW PROCEDURE  
ORANGE COUNTY UTILITIES ENGINEERING CAPITAL IMPROVEMENTS PROGRAM**

**Preliminary Design Memorandum and 60% Document Review:**

For the Preliminary Design Memorandum and submittals of Drawings and Specifications by Engineers marked 60% complete, document review and comments will be handled by the OCU Engineering Project Manager assigned to the project, the appropriate Chief Engineer, the Construction Chief Inspector assigned to the project, and the appropriate operating division(s). The Construction and Engineering Managers will be present at review sessions when available or as needed. All review comments made in the meeting shall be documented by the Engineer and put on the CIP Comment Tracking Spreadsheet. The completed spreadsheet shall be sent to the OCU Project Manager by the Engineer.

**90% Document Review:**

The 90% document review will be handled in a similar way with the following exceptions:

A set of documents shall be “red-lined” by the Engineer with all comments from the 90% review meeting, the Spreadsheet shall be prepared, and the “red-lined” Drawings and specifications and the Spreadsheet shall be transmitted by the Engineer to the OCU Project Manager. Before the changes are made by the Engineer, the Project Manager will have the Construction Division and Engineering Division Managers review the project a final time for both design/construction related comments and for “bid-ability”. The Division Managers’ comments will be transmitted to the Project Manager for incorporation into the 100% design package. The Engineer shall not start making changes to the 90% until after the Managers’ review and comments and the Project Manager has transmitted all comments back to the Engineer.

**100% Document Review:**

When 100% documents are submitted, the OCU Project Manager will meet with the Chief Inspector to obtain written confirmation that all construction comments have been incorporated into the design. After that confirmation is obtained, the OCU Project Manager will meet with the appropriate Chief Engineer to review the Design Review/Bid-Ready Checklist to ensure that the project is bid-ready.