

*Bella Collina Community
Development District*

Agenda

September 14, 2023

AGENDA

Bella Collina

Community Development District

219 E. Livingston Street, Orlando FL, 32801

Phone: 407-841-5524 – Fax: 407-839-1526

September 7, 2023

Board of Supervisors
Bella Collina Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Bella Collina Community Development District will be held **Thursday, September 14, 2023 at 10:00 a.m. at the Bella Collina Clubhouse, 16350 Vetta Drive, Montverde, Florida.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the July 13, 2023 Meeting
4. Review and Acceptance of Fiscal Year 2022 Audit Report
5. Ratification of Revised Proposals for Water and Wastewater Plant Exhaust Fans
6. Residential Irrigation Piping Improvements Project
 - A. Consideration of Developer Funding Agreement
 - B. Review of Bids Received and Award of Contract
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. SBA Florida PRIME Monthly Summary Report
8. Other Business
9. Supervisor's Requests
10. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

George S. Flint

George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
Steve Boyd/Jeff Einhouse, District Engineer
Paul Simonson, DCS Real Estate Investments

Enclosures

MINUTES

MINUTES OF MEETING
BELLA COLLINA
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Bella Collina Community Development District was held Thursday, July 13, 2023 at 10:00 a.m. at the Bella Collina Clubhouse, 16350 Vetta Drive, Montverde, Florida.

Present and constituting a quorum were:

Randall Greene	Chairman
Duane Owen	Assistant Secretary
Andrew Gorrill	Assistant Secretary
Rick Scharich <i>by phone</i>	Assistant Secretary

Also present were:

George Flint	District Manager
Jay Lazarovich	District Counsel
Andy Hatton	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order. Three members of the Board were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: We just have Board members and staff here at this time.

THIRD ORDER OF BUSINESS

Approval of Minutes of the April 13, 2023 Meeting

Mr. Flint: Next is the approval of minutes from April 13, 2023 meeting. Are there any comments or corrections to the April minutes? Hearing none,

On MOTION by Mr. Owen, seconded by Mr. Gorrill, with all in favor, the Minutes of the April 13, 2023 Meeting, were approved, as presented.
--

FOURTH ORDER OF BUSINESS**Ratification of Water & Wastewater Plants Lighting Agreement with Advance Electric**

Mr. Hatton: This was part of the electrical light project for the water plants and the wastewater treatment facilities and parking lots. They are all completed except for two fixtures in the chlorine room. Until we get those exhaust fans fixed, there are too many fumes, they cannot get on the ladder and fix those so will come back to fix them. They are all complete and switched to LED other than that.

On MOTION by Mr. Gorrill, seconded by Mr. Owen, with all in favor, the Water & Wastewater Plants Lighting Agreement with Advance Electric, was ratified.

FIFTH ORDER OF BUSINESS**Ratification of Proposal from Berry Construction, Inc. for Pine Island Wastewater Treatment Plant Piping Painting**

Mr. Hatton: This is the wastewater plant. There is a lot of corrosion of the joints and all of that will be scraped back to metal then repainted.

Mr. Flint: As part of Jim Boyd's inspection of the plant, he recommended the pipes be repainted so this includes repainting the pipes, stenciling the wording on the pipes, etc. We are doing option B which is to repaint the pipes which is more extensive than option A.

Mr. Hatton: Option A was just to fix the corroded parts and try to blend the paint and option B was just to match from building to ground.

Mr. Flint: Any questions in the agreement, if not is there a motion to ratify?

On MOTION by Mr. Gorrill, seconded by Mr. Owen, with all in favor, the Proposal from Berry Construction, Inc. for Pine Island Wastewater Treatment Plant Piping Painting, was ratified.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2023-06 Designating Assistant Treasurer of the District**

Mr. Flint: This designates Darrin Mossing, Sr. as an Assistant Treasurer. He is the President of GMS. We are making him an Assistant Treasurer in all of the Districts that we manage as a back stop. He is involved on the accounting side so in the event he needs to be a signer on a bank account, this gives us the ability to be able to do that.

On MOTION by Mr. Burman, seconded by Mr. Gorrill, with all in favor, Resolution 2023-06 Designating Darrin Mossing, Sr. Assistant Treasurer of the District was approved.

SEVENTH ORDER OF BUSINESS**Public Hearing****A. Consideration of Resolution 2023-07 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations**

Mr. Flint: This is the public hearing to consider adoption of the Fiscal Year 2024 budget and imposing special assessments and certifying an assessment roll. The Board previously approved a proposed budget and you set the public hearing for today. We have complied with all of the noticing requirements including legal advertisements of sending it to Lake County, posting it on the website, etc. We will go ahead and open the public hearing and will note for the record there are no members of the public here to provide comment or testimony so we will close the public comment portion of it. We will bring it back to the Board for discussion and consideration of the resolutions. The first resolution is 2023-07 which adopts the budget. The blanks on the second page will be filled in based on the Board's action. We do not fill them in, in advance in case there are any changes made to the budget but they would be filled in with accordance of exhibit A which is the budget attached. There is no proposed increase in the per unit assessments. They would remain the same as indicated at the bottom of page one for the general fund. There are really no significant changes to the budget from what you saw when you adopted the proposed budget. We have updated the actuals through the end of May and updated our current year projections. If not, is there a motion to approve Resolution 2023-07?

On MOTION by Mr. Gorrill, seconded by Mr. Owen, with all in favor, Resolution 2023-07 Adopting Fiscal Year 2024 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2023-08 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint: This imposes the assessments related to the budget that you just approved so the budget you just approved is attached to this resolution as well as the assessment roll that lists all of the properties in the District. They have assessment amounts that would be included on the tax bill and that includes O&M. If it is undeveloped, it would include the standby assessment of \$195,

but if it is developed, it does not include that plus there are the debt assessments. Any questions on the resolution and if not, is there a motion to approve it?

On MOTION by Mr. Burman, seconded by Mr. Owen, with all in favor, Resolution 2023-08 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Aquatic Plant Management Renewal Agreement with Applied Aquatic Management, Inc.

Mr. Hatton: This is a continuation of what we have been doing with the ponds on the entrance side and out by the wastewater plant.

Mr. Flint: This includes two ponds, one at the entrance road and one at the wastewater treatment plant. This is who we have used in the past and is just a renewal for another 12 months.

On MOTION by Mr. Gorrill, seconded by Mr. Burman, with all in favor, the Aquatic Plant Management Renewal Agreement with Applied Aquatic Management, Inc., was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

i. Memorandum Regarding Required Ethics Training for Elected Officials & Other Legislative Updates

Mr. Flint: Jay anything?

Mr. Lazarovich: Included in the agenda is a memo regarding new laws that have passed in Florida, most notably is a new ethics training requirement for elected and appointed officers of Special Independent Districts. The new requirement requires all officers to complete four hours of ethics training annually. This begins on January 1st of next year. This memo just details the reporting requirements and has a couple of links where you can find videos to meet that requirement. In addition, this included a couple of other updates to the law just as reminders. It is prohibited under Florida law to have a firearm at a government meeting with regard to the concealed carry law. There was also technology transparency which covers social media, any removal of account or contact is prohibited unless it meets one of the exceptions under the subsection listed in the memo. There is also a government and corporate optimism law that was

passed that restricts any social, political or ideological factors being taken into consideration for government contracts. If there are any questions, you can get with George or our office.

Mr. Flint: We are still figuring out the ethics training issue and as that gets more clear, we will continue to share information with you guys. The current training is really not geared toward Special Districts so I think there is some question about whether the content of the training is going to need to be modified or how that is going to be handled. We have time and will continue to communicate with you on that.

Mr. Owen: What about us that are already undergoing ethics training for other professional licenses?

Mr. Flint: If you are a realtor, you have to have eight hours of this training instead of four. This is for elected officials. If you are on multiple Boards, you would only have to do it one time and obviously not four hours for each Board. Because this is new and the bill just got signed, we are still figuring it out.

B. Engineer

Mr. Flint: There is no Engineer's report.

C. District Manager's Report

i. Approval of Check Register

Mr. Flint: You have the approval of the check register from April 1, 2023 through June 30, 2023 for the general fund, enterprise fund and Board compensation totaling \$448,542.98. The detailed register is behind the summary. Are there any questions on the check register, if not asking for a motion to approve.

On MOTION by Mr. Owen, seconded by Mr. Gorrill with all in favor, the Check Register Totaling \$448,542.98, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint: You also have the unaudited financials through the end of May. There is no action required by the Board. If you have any questions, we can discuss those.

iii. Presentation of Number of Registered Voters

Mr. Flint: There are 309 voters within the boundaries of the District. This means that starting November 2024, two of the seats on the Board will transition to general electors which

means they will have to live within the District to be registered to vote with that address. To run for one of those seats, you have to qualify through the supervisor of elections just like any other elected office. We will provide more information on that in the spring and the qualifying period. Depending on what seats transition, if you desire to remain on the Board and are not in one of the seats transitioning, we can move some people around. There would be a qualifying period in June of next year where you would file your paper work with the Supervisor of Elections. If no one else filed, you would be elected unopposed but if more than one person files to run for a seat then it would actually go on the ballot in November on the first Tuesday. The six years and 250 registered voters has not been triggered and that transition will start next year.

iv. Approval of Fiscal Year 2024 Meeting Schedule

Mr. Flint: Each year when you approve your budget, we usually put the annual meeting schedule on the agenda. We have prepared a proposed schedule that follows your current practice of meeting on the second Thursday at 10:00 a.m. in this location. If you want to continue with that you can approve this, if not we can modify it. You are not required to meet monthly. We have kept it monthly just in the event you need too and we can cancel if there is no business.

On MOTION by Mr. Burman seconded by Mr. Owen with all in favor, the Fiscal Year 2024 Meeting Schedule, was approved.

v. SBA Florida PRIME Monthly Summary Report

Mr. Flint: Just for your information, we have included the report from Florida PRIME which is the investment pool run by the State Board of Administration that we have invested funds in. There is no action on this.

TENTH ORDER OF BUSINESS

Other Business

Mr. Flint: Any other business? Hearing none.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Flint: Any other items or Supervisor's requests? Hearing none,

TWELFTH ORDER OF BUSINESS

Adjournment

Mr. Flint: Is there a motion to adjourn?

On MOTION by Mr. Gorrill, seconded by Mr. Owen, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**Bella Collina
Community Development District**

ANNUAL FINANCIAL REPORT

September 30, 2022

Bella Collina Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2022

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Bella Collina Community Development District
Lake County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities, business-type activities and each major fund of Bella Collina Community Development District (the "District"), as of and for the year ended September 30, 2022, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities and each major fund of Bella Collina Community Development District as of September 30, 2022, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors
Bella Collina Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors
Bella Collina Community Development District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 21, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bella Collina Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 21, 2023

Bella Collina Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022

Management's discussion and analysis of Bella Collina Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The Government-wide financial statements are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and business-type activities and the change in net position. Governmental activities are primarily supported by special assessments. Business-type activities are supported by charges to the users of those activities, such as water and sewer service charges.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities separate from the assets, liabilities, and net position of business-type activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities or business-type activities. Governmental activities financed by the District include general government, physical environment, and interest on long-term debt. Business-type activities financed by user charges include water and sewer services.

Fund financial statements present financial information for the governmental fund and enterprise fund. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources. The enterprise funds financial statements provide information on all assets and liabilities of the funds, changes in the economic resources (revenues and expenses), and total economic resources.

**Bella Collina Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual**, is provided for the District's General Fund. For the Water and Sewer fund, a **statement of fund net position**, a **statement of revenues, expenses, and changes in fund net position**; and a **statement of cash flows** are presented. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The government-wide financial statements provide an overall picture of the District's financial standing, split between Governmental Activities and Business-type Activities. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds, and future employee benefits obligated but not paid by the District, are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District and investments of the District are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2022.

- ◆ The District's total assets exceeded total liabilities by \$4,768,453. Unrestricted net position for Governmental Activities was \$617,721 and for Business-type Activities was \$1,371,006. Net investment in capital assets for Governmental Activities was \$2,651,130 and for Business-type Activities was \$(689,087). Restricted net position for Governmental Activities was \$655,105 and for Business-type Activities was \$162,578.

**Bella Collina Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Highlights (Continued)

- ◆ Governmental activities revenues totaled \$1,683,178 while governmental activities expenses totaled \$1,413,333. Business-type revenues totaled \$1,735,320 while business-type expenses totaled \$1,138,127.

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District. It is not intended to be a complete presentation of government-wide financial activity.

Net Position

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Current assets	\$ 2,468,118	\$ 2,383,281	\$ 1,951,864	\$ 1,520,282	\$ 4,419,982	\$ 3,903,563
Capital assets, net	14,466,780	14,935,855	5,137,639	5,374,119	19,604,419	20,309,974
Total Assets	<u>16,934,898</u>	<u>17,319,136</u>	<u>7,089,503</u>	<u>6,894,401</u>	<u>24,024,401</u>	<u>24,213,537</u>
Current liabilities	980,942	960,025	418,280	19,396	1,399,222	979,421
Non-current liabilities	12,030,000	12,705,000	5,826,726	6,627,701	17,856,726	19,332,701
Total Liabilities	<u>13,010,942</u>	<u>13,665,025</u>	<u>6,245,006</u>	<u>6,647,097</u>	<u>19,255,948</u>	<u>20,312,122</u>
Net Position						
Net investment in capital assets	2,651,130	2,525,005	(689,087)	(1,253,582)	1,962,043	1,271,423
Restricted for debt service	655,105	549,104	162,578	79,897	817,683	629,001
Unrestricted	617,721	580,002	1,371,006	1,420,989	1,988,727	2,000,991
Total Net Position	<u>\$ 3,923,956</u>	<u>\$ 3,654,111</u>	<u>\$ 844,497</u>	<u>\$ 247,304</u>	<u>\$ 4,768,453</u>	<u>\$ 3,901,415</u>

The decrease in non-current liabilities for governmental activities and business-type activities was primarily due to principal payments on bonds in the current year.

The increase in net investment in capital assets for governmental activities is related to debt payments in excess of depreciation.

The increase in current assets for business-type activities is related to revenues exceeding expenses in the current year.

The increase in current liabilities for business-type activities is related to the increase in unearned revenues in the current year.

**Bella Collina Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented at the government-wide level for comparison purposes. It is not intended to be a complete presentation of District-wide financial activity.

Financial Activity

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues						
Program revenues	\$ 1,673,542	\$ 1,685,058	\$ 1,728,705	\$ 1,206,166	\$ 3,402,247	\$ 2,891,224
Capital contributions	-	1,026,906	-	-	-	1,026,906
General revenues	9,636	815	6,615	758	16,251	1,573
Total Revenues	<u>1,683,178</u>	<u>2,712,779</u>	<u>1,735,320</u>	<u>1,206,924</u>	<u>3,418,498</u>	<u>3,919,703</u>
Expenses						
General government	134,553	91,836	-	-	134,553	91,836
Physical environment	526,777	519,519	-	-	526,777	519,519
Interest/other charges	752,003	816,294	-	-	752,003	816,294
Water and sewer	-	-	1,138,127	955,267	1,138,127	955,267
Total Expenses	<u>1,413,333</u>	<u>1,427,649</u>	<u>1,138,127</u>	<u>955,267</u>	<u>2,551,460</u>	<u>2,382,916</u>
Change in Net Position	269,845	1,285,130	597,193	251,657	867,038	1,536,787
Net Position -						
Beginning of Year	<u>3,654,111</u>	<u>2,368,981</u>	<u>247,304</u>	<u>(4,353)</u>	<u>3,901,415</u>	<u>2,364,628</u>
Net Position -						
End of Year	<u>\$ 3,923,956</u>	<u>\$ 3,654,111</u>	<u>\$ 844,497</u>	<u>\$ 247,304</u>	<u>\$ 4,768,453</u>	<u>\$ 3,901,415</u>

The increase in program revenues for business-type activities was primarily due to increased connection fees and sewer usage fees in the current year.

The increase in governmental activities general government is related to the increase in engineering and tax collector fees in the current year.

The increase in business-type activities water and sewer expenses was primarily due to increased repair and maintenance, lighting and insurance expenses in the current year.

**Bella Collina Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets at September 30, 2022.

<u>Description</u>	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
Land and improvements	\$ 5,225,000	\$ -	\$ 5,225,000
Infrastructure	15,256,727	7,491,929	22,748,656
Equipment	-	408,262	408,262
Less: accumulated depreciation	<u>(6,014,947)</u>	<u>(2,762,552)</u>	<u>(8,777,499)</u>
Total Capital Assets (Net)	<u>\$ 14,466,780</u>	<u>\$ 5,137,639</u>	<u>\$ 19,604,419</u>

During the year, depreciation was \$469,075 for governmental activities and \$236,480 for business-type activities.

General Fund Budgetary Highlights

The budget exceeded actual governmental expenditures primarily because trustee fees and stormwater repairs and maintenance costs were less than anticipated.

The September 30, 2022 budget was not amended.

Debt Management

Governmental Activities debt includes the following:

- In December 2004, the District issued \$22,780,000 Special Assessment Revenue Bonds, Series 2004. These bonds were issued to finance the acquisition and construction of certain improvements within the District. The balance outstanding at September 30, 2022 was \$12,705,000.

**Bella Collina Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Debt Management (Continued)

Business-type Activities debt includes the following:

- On September 1, 2016, the District issued \$2,346,216 Utility System Bonds, Series 2016 to restructure the Series 2004 Utility Bonds outstanding balance of \$2,005,000. The Series 2016 Utility Bonds include an initial principal amount of \$2,346,216. Accreted interest will result in a matured amount of \$3,595,000 due by November 1, 2024. The total balance of bonds payable at September 30, 2022 was \$233,272.

Economic Factors and Next Year's Budget

The District does not anticipate any economic factors to have a significant affect operations for the year ended September 30, 2023.

Request for Information

The financial report is designed to provide a general overview of Bella Collina Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Bella Collina Community Development District, Governmental Management Services – CF, LLC, 219 East Livingston Street, Orlando, Florida 32801.

Bella Collina Community Development District
STATEMENT OF NET POSITION
September 30, 2022

	Governmental Activities	Business-type Activities	Total
ASSETS			
Current Assets			
Cash and equivalents	\$ 140,877	\$ 666,052	\$ 806,929
Investments	460,109	865,314	1,325,423
Accounts receivable	-	57,095	57,095
Assessments receivable	7,030	570	7,600
Prepaid expenses	17,459	54,551	72,010
Deposits	-	52,485	52,485
Restricted investments	1,842,643	255,797	2,098,440
Total Current Assets	2,468,118	1,951,864	4,419,982
Non-current Assets			
Capital assets, not being depreciated			
Land and improvements	5,225,000	-	5,225,000
Capital assets, being depreciated			
Infrastructure	15,256,727	7,491,929	22,748,656
Equipment	-	408,262	408,262
Less: accumulated depreciation	(6,014,947)	(2,762,552)	(8,777,499)
Total Non-current Assets	14,466,780	5,137,639	19,604,419
Total Assets	16,934,898	7,089,503	24,024,401
LIABILITIES			
Current Liabilities			
Accounts payable and accrued expenses	1,551	118,185	119,736
Unearned revenues	-	300,095	300,095
Accrued interest payable	304,391	-	304,391
Bonds payable	675,000	-	675,000
Total Current Liabilities	980,942	418,280	1,399,222
Non-current Liabilities			
Due to developer	-	5,593,454	5,593,454
Bonds payable	12,030,000	233,272	12,263,272
Total Non-current Liabilities	12,030,000	5,826,726	17,856,726
Total Liabilities	13,010,942	6,245,006	19,255,948
NET POSITION			
Net investment in capital assets	2,651,130	(689,087)	1,962,043
Restricted for debt service	655,105	162,578	817,683
Unrestricted	617,721	1,371,006	1,988,727
Total Net Position	\$ 3,923,956	\$ 844,497	\$ 4,768,453

See accompanying notes to financial statements.

Bella Collina Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2022

Functions/Programs	Expenses	Program	Net (Expenses) Revenues and		
		Revenues	Changes in Net Position		
		Charges for	Governmental	Business-type	Total
		Services	Activities	Activities	
Primary government					
Governmental Activities					
General government	\$ (134,553)	\$ 127,149	\$ (7,404)	\$ -	\$ (7,404)
Physical environment	(526,777)	69,778	(456,999)	-	(456,999)
Interest and other charges	(752,003)	1,476,615	724,612	-	724,612
Total Governmental Activities	<u>(1,413,333)</u>	<u>1,673,542</u>	<u>260,209</u>	<u>-</u>	<u>260,209</u>
Business-type Activities					
Water and sewer	<u>(1,138,127)</u>	<u>1,728,705</u>	<u>-</u>	<u>590,578</u>	<u>590,578</u>
Total Primary Government	<u>\$ (2,551,460)</u>	<u>\$ 3,402,247</u>	<u>260,209</u>	<u>590,578</u>	<u>850,787</u>
General Revenues					
Investment earnings			<u>9,636</u>	<u>6,615</u>	<u>16,251</u>
Change in Net Position			269,845	597,193	867,038
Net Position - October 1, 2021			<u>3,654,111</u>	<u>247,304</u>	<u>3,901,415</u>
Net Position - September 30, 2022			<u>\$ 3,923,956</u>	<u>\$ 844,497</u>	<u>\$ 4,768,453</u>

See accompanying notes to financial statements.

Bella Collina Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2022

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash and equivalents	\$ 140,877	\$ -	\$ 140,877
Investments	460,109	-	460,109
Assessments receivable	827	6,203	7,030
Prepaid expenses	17,459	-	17,459
Restricted assets			
Investments	-	1,842,643	1,842,643
Total Assets	<u>\$ 619,272</u>	<u>\$ 1,848,846</u>	<u>\$ 2,468,118</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued expenses	<u>\$ 1,551</u>	<u>\$ -</u>	<u>\$ 1,551</u>
Fund Balances:			
Nonspendable - prepaid expenses	17,459	-	17,459
Restricted - debt service	-	1,848,846	1,848,846
Assigned - capital reserve	426,888	-	426,888
Unassigned	173,374	-	173,374
Total Fund Balances	<u>617,721</u>	<u>1,848,846</u>	<u>2,466,567</u>
Total Liabilities and Fund Balances	<u>\$ 619,272</u>	<u>\$ 1,848,846</u>	<u>\$ 2,468,118</u>

See accompanying notes to financial statements.

Bella Collina Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2022

Total Governmental Fund Balances	\$ 2,466,567
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets not being depreciated (land and improvements) in governmental activities are not current financial resources and therefore, are not reported at the fund level.	5,225,000
Capital assets being depreciated, infrastructure, \$15,256,727, net of accumulated depreciation, \$(6,014,947), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	9,241,780
Long-term liabilities, including bonds payable are not due and payable in the current period and, therefore, are not reported at the fund level.	(12,705,000)
Accrued interest expense for long-term debt is not a current financial use and; therefore, is not reported at the fund level.	<u>(304,391)</u>
Net Position of Governmental Activities	<u><u>\$ 3,923,956</u></u>

See accompanying notes to financial statements.

Bella Collina Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2022

	General	Debt Service	Total Governmental Funds
Revenues			
Special assessments	\$ 196,927	\$ 1,476,615	\$ 1,673,542
Investment earnings	3,639	5,997	9,636
Total Revenues	<u>200,566</u>	<u>1,482,612</u>	<u>1,683,178</u>
Expenditures			
Current			
General government	105,145	29,408	134,553
Physical environment	57,702	-	57,702
Debt Service			
Principal	-	640,000	640,000
Interest	-	767,337	767,337
Total Expenditures	<u>162,847</u>	<u>1,436,745</u>	<u>1,599,592</u>
Net change in fund balances	37,719	45,867	83,586
Fund Balances - October 1, 2021	<u>580,002</u>	<u>1,802,979</u>	<u>2,382,981</u>
Fund Balances - September 30, 2022	<u><u>\$ 617,721</u></u>	<u><u>\$ 1,848,846</u></u>	<u><u>\$ 2,466,567</u></u>

See accompanying notes to financial statements.

Bella Collina Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2022

Net Change in Fund Balances - Total Governmental Funds	\$ 83,586
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current period.	(469,075)
Repayments of bond principal are expenditures in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.	640,000
In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds, interest expenditures are reported when due. This is the net change in accrued interest in the current period.	<u>15,334</u>
Change in Net Position of Governmental Activities	<u><u>\$ 269,845</u></u>

See accompanying notes to financial statements.

Bella Collina Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Year Ended September 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 197,155	\$ 197,155	\$ 196,927	\$ (228)
Investment earnings	500	500	3,639	3,139
Total Revenues	<u>197,655</u>	<u>197,655</u>	<u>200,566</u>	<u>2,911</u>
Expenditures				
Current				
General government	106,349	106,349	105,145	1,204
Physical environment	61,224	61,224	57,702	3,522
Total Expenditures	<u>167,573</u>	<u>167,573</u>	<u>162,847</u>	<u>4,726</u>
Net change in fund balance	30,082	30,082	37,719	7,637
Fund Balances - October 1, 2021	<u>426,874</u>	<u>426,874</u>	<u>580,002</u>	<u>153,128</u>
Fund Balances - September 30, 2022	<u><u>\$ 456,956</u></u>	<u><u>\$ 456,956</u></u>	<u><u>\$ 617,721</u></u>	<u><u>\$ 160,765</u></u>

See accompanying notes to financial statements.

Bella Collina Community Development District
STATEMENT OF FUND NET POSITION – WATER AND SEWER FUND
September 30, 2022

ASSETS

Current Assets

Cash and equivalents	\$ 666,052
Investments	865,314
Accounts receivable	57,095
Assessments receivable	570
Prepaid expenses	54,551
Deposits	52,485
Restricted investments	255,797
Total Current Assets	<u>1,951,864</u>

Non-current Assets

Infrastructure	7,491,929
Equipment	408,262
Less: accumulated depreciation	<u>(2,762,552)</u>
Total Non-current Assets	<u>5,137,639</u>
Total Assets	<u>7,089,503</u>

LIABILITIES

Current Liabilities

Accounts payable and accrued expenses	118,185
Unearned revenues	<u>300,095</u>
Total Current Liabilities	<u>418,280</u>

Non-current Liabilities

Due to developer	5,593,454
Bonds payable	<u>233,272</u>
Total Non-current Liabilities	<u>5,826,726</u>
Total Liabilities	<u>6,245,006</u>

NET POSITION

Net investment in capital assets	(689,087)
Restricted for debt service	162,578
Unrestricted	<u>1,371,006</u>

Total Net Position	<u><u>\$ 844,497</u></u>
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See accompanying notes to financial statements.

Bella Collina Community Development District
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION –
WATER AND SEWER FUND
For the Year Ended September 30, 2022

Operating Revenues:

Charges for services	\$ 1,593,072
Special assessments	135,633
Total Operating Revenues	<u>1,728,705</u>

Operating Expenses:

General and administrative	124,894
Plant operations	740,235
Depreciation	236,480
Total Operating Expenses	<u>1,101,609</u>

Operating Income	<u>627,096</u>
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Non-Operating Revenues (Expenses):

Interest earnings	6,615
Interest expense	<u>(36,518)</u>

Total Non-operating Revenues/(Expenses)	<u>(29,903)</u>
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Change in Net Position	597,193
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Net Position - October 1, 2021	<u>247,304</u>
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Net Position - September 30, 2022	<u><u>\$ 844,497</u></u>
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See accompanying notes to financial statements.

Bella Collina Community Development District
STATEMENT OF CASH FLOWS – WATER AND SEWER FUND
For the Year Ended September 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 1,878,652
Receipts from special assessments	135,699
Payments to suppliers for goods and services	(851,811)
Net Cash Provided by Operating Activities	<u>1,162,540</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Bond and loan principal payments	(800,975)
Bond and loan interest payments	(36,518)
Net Cash Used by Capital and Related Financing Activities	<u>(837,493)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Sale of investments	1,956,563
Purchase of investments	(2,614,179)
Interest on investments	6,615
Net Cash Used by Investing Activities	<u>(651,001)</u>

Net Decrease in Cash and Cash Equivalents	(325,954)
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Cash and cash equivalents - October 1, 2021	<u>992,006</u>
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Cash and cash equivalents - September 30, 2022	<u><u>\$ 666,052</u></u>
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**RECONCILIATION OF OPERATING INCOME TO NET
CASH PROVIDED BY OPERATING ACTIVITIES**

Operating income	\$ 627,096
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	236,480
Decrease in assessments receivable	66
Increase in accounts receivable	(14,515)
Increase in prepaid expenses	(32,986)
Increase in deposits	(52,485)
Increase in accounts payable and accrued expenses	98,789
Increase in unearned revenues	300,095
Net Cash Provided by Operating Activities	<u><u>\$ 1,162,540</u></u>

See accompanying notes to financial statements.

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Bella Collina Community Development District (the “District”) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established under Rule 4200-1.001 by the Florida Land and Water Adjudicatory Commission under the name of Pine Island Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for the community development within the District. On May 4, 2017, the District changed its name to Bella Collina Community Development District through a technical amendment to Rule Chapter 4200-1, F.A.C, and the boundaries of the District were expanded by 5.11 acres by amendment to Rule Chapter 4200-1.002 F.A.C. in July 2019.

The District is governed by a five-member Board of Supervisors (the “Board”), who are elected on an at large basis by owners of the property within the District. Among the primary powers, which the Act provides, the Board may exercise are the power to manage basic service for community development, the power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure, subject to the approval of applicable State administrative agencies.

As required by GAAP, these financial statements present the Bella Collina Community Development District (the primary government), as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility which includes, but is not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting.

Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include separate columns for the governmental and business-type activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

Governmental activities, which normally are supported by special assessments and interest, are reported separately from business-type activities. Program revenues include charges for services and special assessments. Program revenues are netted with program expenses in the Statement of Activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Committed Fund Balance – This classification consists of contractual obligations which require formal approval from the Board of Supervisors. This type of fund balance can only be removed by the Board of Supervisors through the same approval process.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes but are neither restricted nor committed.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose the district considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues) and decreases (expenditures) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

Enterprise Funds

In the fund financial statements, the enterprise fund is presented using the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, enterprise funds are presented using the economic resources measurement focus. This means that all assets and all liabilities (whether current or non-current) associated with their activity are included on their balance sheets. Enterprise fund operating statements present increases (revenues) and decreases (expenses) in total net position. The District applies all GASB pronouncements as well as all FASB Statements and Interpretations, APB Opinions and Accounting Research Bulletins, issued on or before November 30, 1989, which do not conflict with, or contradict, GASB pronouncements.

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Enterprise Funds (Continued)

Enterprise fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as investment earnings, result from non-exchange transactions or ancillary activities. Amounts paid to acquire capital assets are capitalized as assets in the fund financial statements, rather than reported as expenditures. Proceeds of long-term debt are recorded as a liability in the fund financial statements, rather than as other financing sources.

Amounts paid to reduce long-term indebtedness are reported as a reduction of the related liabilities, rather than as an expense.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund – The Debt Service Fund accounts for debt service requirements for the District's outstanding Special Assessment Revenue Bonds, Series 2004.

b. Enterprise Major Fund

Water and Sewer Fund – The Enterprise Fund accounts for the operations of the water and sewer utility system within the District.

c. Non-Current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as general obligation bonds, due to developer and accrued compensated absences be reported in the governmental activities column in the government-wide Statement of Net Position.

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

For purposes of the statement of cash flows, cash equivalents include time deposits, certificates of deposit and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds". Any residual balances outstanding between the governmental activities and business-type activities are reported as "internal balances".

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

c. Restricted Net Position

Certain net position of the District are classified as restricted on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

d. Capital Assets

Capital assets, which include land and improvements, infrastructure and equipment, are reported in the applicable governmental or business-type activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Equipment	5-10 years
Infrastructure	30-40 years

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

e. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to the requirements of the Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds, \$2,466,567, differs from “net position” of governmental activities, \$3,923,956, reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below.

Capital related items

When capital assets (land, infrastructure and equipment that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Land and improvements	\$ 5,225,000
Infrastructure	15,256,727
Accumulated depreciation	<u>(6,014,947)</u>
Total	<u>\$ 14,466,780</u>

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position (Continued)

Long-term debt transactions

Long-term liabilities applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2022 were:

Bonds payable	\$ <u>(12,705,000)</u>
---------------	------------------------

Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to accrued interest on bonds.

Accrued interest	\$ <u>(304,391)</u>
------------------	---------------------

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The "net changes in fund balances" for government funds, \$83,586, differs from the "change in net position" for governmental activities, \$269,845, reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated as follows.

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets are allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas, net position decrease by the amount of depreciation charged for the year.

Depreciation	\$ <u>(469,075)</u>
--------------	---------------------

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities (Continued)

Long-term debt transactions

Repayments of bond principal are reported as expenditures in the governmental funds and, thus, have the effect of reducing fund balance because current financial resources have been used.

Bond principal payments	\$ <u>640,000</u>
-------------------------	-------------------

Some expenses reported in the Statement of Activities do not require the use of current financial resources; therefore, are not reported as expenditures in governmental funds.

Net change in accrued interest payable	\$ <u>15,334</u>
--	------------------

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they have adopted the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2022, the District's bank balance and carrying value were \$806,929. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Investments

As of September 30, 2022, the District had the following investments and maturities:

Investment	Maturities	Fair Value
Fidelity Government Portfolio Fund	16 Days*	\$ 2,098,440
Florida PRIME	21 Days*	1,325,423
Total		<u>\$ 3,423,863</u>

* Weighted Average Maturity

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investment in Fidelity Government Portfolio Fund is a Level 1 asset.

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes. The investment in Florida PRIME is measured at amortized cost. Florida PRIME has established policies and guidelines regarding participant transactions and the authority to limit or restrict withdrawals or impose a penalty for an early withdrawal. As of September 30, 2022, there were no redemption fees, maximum transaction amounts, or any other requirement that would limit daily access to 100 percent of the account value.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Credit Risk

The District's investments in government loans are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. The Local Government Surplus Funds Trust is an authorized investment under Section 218.415, Florida Statutes. The District's investments in the state investment pool and government loans are limited by state statutory requirements and bond compliance. As of September 30, 2022, the District's investments in the Fidelity Government Portfolio Fund were rated as AAAM by Standard & Poor's.

Concentration of Credit Risk

The investments in Fidelity Government Portfolio Fund are 61% of the District's total investments. The remaining investments in Florida PRIME are 39% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2022 were typical of these items during the fiscal year then ended.

NOTE D – SPECIAL ASSESSMENT REVENUES

Assessments are non-ad valorem assessments on benefitted property within the District. Operating and Maintenance Assessments are based upon adopted budget and levied annually. Debt Service Assessments are levied when bonds are issued and collected annually. The District may collect assessments directly or utilize the uniform method of collection (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the Debt Service Assessments on their property subject to various provisions in the bond documents.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE E – CAPITAL ASSETS

Capital asset activity for Governmental Activities for the year ended September 30, 2022 was as follows:

	Balance 10/1/2021	Additions	Deletions	Balance 9/30/2022
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Land and improvements	\$ 5,225,000	\$ -	\$ -	\$ 5,225,000
Capital assets, being depreciated:				
Infrastructure	15,256,727	-	-	15,256,727
Less accumulated depreciation for:				
Infrastructure	(5,545,872)	(469,075)	-	(6,014,947)
Total Capital Assets Depreciated, Net	9,710,855	(469,075)	-	9,241,780
Governmental Activities Capital Assets, Net	<u>\$ 14,935,855</u>	<u>\$ (469,075)</u>	<u>\$ -</u>	<u>\$ 14,466,780</u>

Depreciation of \$469,075 was charged to physical environment.

Capital asset activity for Business-type Activities for the year ended September 30, 2022 was as follows:

	Balance 10/1/2021	Additions	Deletions	Balance 9/30/2022
<u>Business-type Activities:</u>				
Capital assets, being depreciated:				
Infrastructure	\$ 7,491,929	\$ -	\$ -	\$ 7,491,929
Equipment	408,262	-	-	408,262
Total Capital Assets, Being Depreciated	7,900,191	-	-	7,900,191
Less accumulated depreciation for:				
Infrastructure	(2,332,901)	(187,298)	-	(2,520,199)
Equipment	(193,171)	(49,182)	-	(242,353)
Total Accumulated Depreciation	(2,526,072)	(236,480)	-	(2,762,552)
Business-type Activities Capital Assets, Net	<u>\$ 5,374,119</u>	<u>\$ (236,480)</u>	<u>\$ -</u>	<u>\$ 5,137,639</u>

Depreciation of \$236,480 was charged to water and sewer.

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE F – LONG-TERM DEBT

The following is a summary of the long-term debt activity of the Governmental Activities for the year ended September 30, 2022:

Long-term debt at October 1, 2021	\$ 13,345,000
Principal payments	<u>(640,000)</u>
Long-term debt at September 30, 2022	<u>\$ 12,705,000</u>

Special Assessment Revenue Bonds payable at September 30, 2022 are comprised of the following:

\$22,780,000 Special Assessment Revenue Bonds, Series 2004 due in annual principal installments beginning May 1, 2010. Interest at 5.75% is due in May and November.	<u>\$ 12,705,000</u>
---	----------------------

The Special Assessment Revenue Bonds are secured primarily from special assessment taxes levied by the District.

The annual requirements to amortize the principal and interest of governmental activity debt outstanding for the next five years and thereafter are as follows:

Year Ending September 30,	Principal	Interest	Total
2023	\$ 675,000	\$ 730,538	\$ 1,405,538
2024	715,000	591,726	1,306,726
2025	760,000	650,612	1,410,612
2026	805,000	606,912	1,411,912
2027	850,000	560,626	1,410,626
2028-2032	5,070,000	2,009,338	7,079,338
2033-2035	3,830,000	448,790	4,278,790
Totals	<u>\$ 12,705,000</u>	<u>\$ 5,598,542</u>	<u>\$ 18,303,542</u>

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE F – LONG-TERM DEBT (CONTINUED)

Special Assessment Revenue Bonds, Series 2004

Summary of Significant Bond Resolution Terms and Covenants

Depository Funds

The bond resolution established certain funds and determines the order in which revenues are to be deposited in these funds. A description of these funds, including their purpose, is as follows:

1. Bond Reserve Fund – Series 2004 – for deposit of an amount equal to 7% of the deemed outstanding principal at defined measurement dates. The monies in the reserve account are only available for the payment of the principal and interest on the bonds.

The following is a schedule of required reserve deposits as of September 30, 2022:

	<u>Reserve Requirement</u>	<u>Reserve Balance</u>
Series 2004 Special Assessment Revenue Bonds	<u>\$ 889,350</u>	<u>\$ 976,510</u>

The following is a summary of the long-term debt activity of the Business-type Activities for the year ended September 30, 2022:

Long-term debt at October 1, 2021	\$ 1,034,247
Accreted interest	36,518
Principal payments	<u>(837,493)</u>
Long-term debt at September 30, 2022	<u>\$ 233,272</u>

Utility System Bonds, Series 2004

In December 2004, the District issued \$8,030,000 Series 2004 Utility System Bonds were due in one balloon payment on November 1, 2010. The Bonds have a fixed interest rate of 5.30% due in May and November.

The Series 2004 Utility System Bonds are secured by a pledge of revenues under the Indenture, which are defined as net revenues received from the water and sewer system for connection fees, user fees, standby fees, and payments from the Developer pursuant to the Utility Development Agreement. The Developer defaulted on this agreement in a prior year and, as a result, the Series 2004 Utility System Bonds were not fully redeemed upon maturity in 2010. To cure the default on the Series 2004 Utility System Bonds, the matured bonds, payable in the amount of \$2,005,000, were restructured with the issuance of the Series 2016 Utility System Bonds.

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE F – LONG-TERM DEBT (CONTINUED)

Utility System Bonds, Series 2016

In September 2016, the District issued \$2,346,216 Series 2016 Utility System Bonds due in one balloon payment on November 1, 2024 inclusive of the respective applicable accreted interest. The Series 2016 Utility System Bonds matured balance shall amount to \$3,595,000 per the bond restructuring agreement and the trust indenture amendment. The bonds have a fixed interest rate of 5.30%. The Series 2016 Utility System Bonds outstanding balance as of September 30, 2022 is \$233,272.

The annual requirements to amortize the principal payments, accreted interest, and bonds payable of the business-type activity debt outstanding for the next five years and thereafter are as follows:

Year Ending September 30,	Principal Payments	Accreted Interest	Bonds Payable
2023	\$ -	\$ 12,541	\$ 245,813
2024	-	13,201	259,014
2025	260,000	986	-
Totals	<u>\$ 260,000</u>	<u>\$ 26,728</u>	<u>\$ 504,827</u>

Summary of Significant Bond Resolution Terms and Covenants

1. Series 2016 Bonds shall not be subject to optional or mandatory redemption. The Series 2016 Bonds are subject to an extraordinary mandatory redemption, in whole or in part, prior to maturity by the District on each February 1, May 1, August 1, and November 1, from monies deposited into the Connection Payment account of the redemption funds following the payment of Connection Fees per the first supplemental indenture.

2. There are established within the bond fund held by the trustee: (i) a 2016 Interest Subaccount within the interest account, (ii) a 2016 principal subaccount within the principal account, and (iii) a 2016 reserve subaccount within the reserve account which shall be held solely for the benefits of all of the Series 2016 bonds.

Bella Collina Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE G – DEVELOPER TRANSACTIONS

In prior years, the District entered into a Standard Potable Water and Wastewater Development Agreement with the Developer (Utility Development Agreement). In connection with this agreement, the District received a total of \$5,059,983 in refundable advance fees (RAF), minimum Equivalent Residential Connections (ERC), and Allowance for Funds Prudently Invested (AFPI) Fees from the Developer. The Developer failed to make certain payments under the agreement and, as a result, the District withdrew approximately \$464,779 from the RAF and Shortfall escrow accounts funded by the Developer in prior years. During the 2016 Bond restructuring, the agreement was amended. The total balance remaining in the escrow accounts was \$71,827 at September 30, 2022. During previous years, a new developer purchased most of the assets of the old developer. According to the amended utility development agreement dated September 1, 2017, the amount due is subject to the redemption of the bonds and satisfaction of other conditions; the maximum payment may not exceed \$5,593,454.

NOTE H – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. Settled claims from these risks have not exceeded commercial insurance coverage over the past three years.



Berger, Toombs, Elam, Gaines & Frank

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Bella Collina Community Development District
Lake County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Bella Collina Community Development District, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated June 21, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Bella Collina Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Bella Collina Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Bella Collina Community Development District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Bella Collina Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Bella Collina Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 21, 2023



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
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MANAGEMENT LETTER

To the Board of Supervisors
Bella Collina Community Development District
Lake County, Florida

Report on the Financial Statements

We have audited the financial statements of the Bella Collina Community Development District as of and for the year ended September 30, 2022, and have issued our report thereon dated June 21, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 21, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Bella Collina Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Bella Collina Community Development District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.

To the Board of Supervisors
Bella Collina Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Bella Collina Community Development District. It is management's responsibility to monitor the Bella Collina Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2022.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, Bella Collina Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 4
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 16
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$2,955
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$985,744
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2021, together with the total expenditures for such project: The District had no construction projects during the year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The District did not amend the original budget.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Bella Collina Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District. The General Fund assessment was \$84.38 - \$225.00, the Debt Service assessment was \$871.19 - \$1,742.38, and the Water & Sewer assessment was \$195.00.
- 2) Total special assessments collected was \$1,809,175.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds. The District had outstanding bonds at September 30, 2022 of \$12,705,000 Series 2004 Bonds maturing May 2035 and \$233,272 Series 2016 Bonds maturing November 2024.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Bella Collina Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 21, 2023



**Berger, Toombs, Elam,
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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Bella Collina Community Development District
Lake County, Florida

We have examined Bella Collina Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2022. Management is responsible for Bella Collina Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Bella Collina Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Bella Collina Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Bella Collina Community Development District's compliance with the specified requirements.

In our opinion, Bella Collina Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2022.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 21, 2023

SECTION V



19240 US 27
Clermont, FL 34715
407-654-3777
www.appleac.com

BID

PROJECT INFORMATION:

PROJECT: Bella Collina CDD / Pine Island Water Plant
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771
AHATTON@GMSFL.COM
352-551-3229

Date: 5/18/23

SCOPE

PROVIDE AND INSTALL A NEW EXHAUST FAN WITH A CURB ADAPTER FOR PINE ISLAND WATER PLANT.

SUPPLIED:

1. SDBD8 ROOF EXHAUST FAN
2. AIR FLOW DAMPER
3. CURB ADAPTER
4. TIE DOWN HARDWARE
5. LABOR

NOT SUPPLIED:

GAS LINES
GAS VALVES
DUCT WORK
AIR BALANCE
PAINTING
PATCHING

100% upon completion

WARRANTY:

1 YEAR LABOR
1 YEAR PARTS

CONDITIONS OF BID:

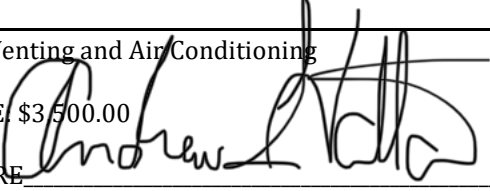
Our bid is based on the above qualifications and the scope of work.

If any items are changed, we must re-evaluate our bid.

This bid is good for 30 days after which time we reserve the right to review and modify our pricing, if necessary.

Heating, Venting and Air Conditioning

BID PRICE: \$3,500.00

SIGNATURE  DATE 8/17/23

We wish to thank you for the opportunity to bid and look forward to servicing your HVAC needs on this project.

Sincerely,
Apple Air Conditioning & Heating, Inc.
Peter Lattner, Jr. President



19240 US 27
Clermont, FL 34715
407-654-3777
www.appleac.com

BID

PROJECT INFORMATION:

PROJECT: Bella Collina CDD / Hillcrest Water Plant
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771
AHATTON@GMSFL.COM
352-551-3229

Date: 5/24/23

SCOPE

PROVIDE AND INSTALL A NEW EXHAUST FAN WITH A CURB ADAPTER FOR HILL CREST WATER PLANT.

SUPPLIED:

- 1. LF12B LOW CONTOUR LOUVERED ROOF EXHAUST FAN**
- 2. AIR FLOW DAMPER**
- 3. CURB ADAPTER**
- 4. TIE DOWN HARDWARE**
- 5. LABOR**

NOT SUPPLIED:

GAS LINES
GAS VALVES
DUCT WORK
AIR BALANCE
PAINTING
PATCHING

100% upon completion

WARRANTY:

1 YEAR LABOR
1 YEAR PARTS

CONDITIONS OF BID:

Our bid is based on the above qualifications and the scope of work.

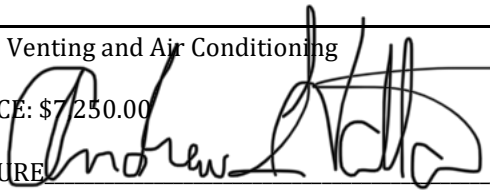
If any items are changed, we must re-evaluate our bid.

This bid is good for 30 days after which time we reserve the right to review and modify our pricing, if necessary.

Heating, Venting and Air Conditioning

BID PRICE: \$7250.00

SIGNATURE



DATE 8/17/23

We wish to thank you for the opportunity to bid and look forward to servicing your HVAC needs on this project.

Sincerely,
Apple Air Conditioning & Heating, Inc.
Peter Lattner, Jr. President

SECTION VI

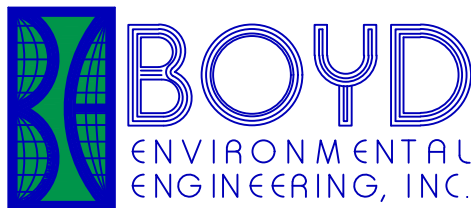
SECTION A

CONFORMED CONTRACT DOCUMENTS

BELLA COLLINA
RESIDENTIAL IRRIGATION PIPING
IMPROVEMENTS

PREPARED FOR:
BELLA COLLINA COMMUNITY
DEVELOPMENT DISTRICT
219 E. LIVINGSTON STREET
ORLANDO, FL 32801
407-841-5524

PREPARED BY:
BOYD ENVIRONMENTAL ENGINEERING, INC.
175 W. BROADWAY ST., SUITE 101
OVIEDO, FL 32765
407-542-4919
REGISTRY LICENSE NO. 6444



SEPTEMBER 2023

CONFORMED CONTRACT DOCUMENTS

**BELLA COLLINA
RESIDENTIAL IRRIGATION PIPING IMPROVEMENTS**

PREPARED FOR:

**BELLA COLLINA COMMUNITY DEVELOPMENT DISTRICT
219 E. LIVINGSTON STREET
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**BOYD ENVIRONMENTAL ENGINEERING, INC.
175 WEST BROADWAY STREET, SUITE 101
OVIEDO, FL 32765
407-542-4919
REGISTRY LICENSE NO. 6444**

SEPTEMBER 2023

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAMES C. BOYD, P.E. ON THE DATE
ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED
AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



CONFORMED CONTRACT DOCUMENTS
BELLA COLLINA
RESIDENTIAL IRRIGATION PIPING IMPROVEMENTS

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CONFORMED CONTRACT DOCUMENTS
BELLA COLLINA
RESIDENTIAL IRRIGATION PIPING IMPROVEMENTS

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CONFORMED CONTRACT DOCUMENTS
BELLA COLLINA
RESIDENTIAL IRRIGATION PIPING IMPROVEMENTS

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APPENDIX A FIGURES

Figure 1	Bella Collina Location Map
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APPENDIX B INSURANCE REQUIREMENTS AND WARRANTY BOND

Exhibit I	Contractor Insurance Requirements
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ATTACHMENT A

Report entitled “Geotechnical Engineering Report, Bella Collina Residential Irrigation Piping Improvements, County Road 455, Monteverde, Lake County, Florida, Directional Drills, Force Mains, & Pump Stations” dated June 12, 2023, as prepared by Devo Seereeram, Ph.D., LLC

DIVISION 0

BIDDING REQUIREMENTS AND CONTRACT DOCUMENTS

SECTION 00020

INVITATION TO BID

Bella Collina Community Development District (“Owner”) proposes to construct and test irrigation mains within the Bella Collina community located along C.R. 455, south of the Town of Montverde in Lake County, Florida (See Figure 1, Bella Collina Location Map, in Appendix A). Approximately 3,135 linear feet (“LF”) of irrigation main, varying in size from 6-inch to 12-inch, will be installed via open cut, while approximately 2,040 LF of 12-inch irrigation main will be installed via directional drill. Associated gate valves, air release valve assemblies, ductile iron fittings and appurtenances will also be installed. The installed piping will undergo flushing, pigging, hydrostatic testing, disinfection and bacteriological testing.

The Work shall be substantially complete within 180 calendar days, and finally completed no later than 210 calendar days after the effective date established in the “Notice to Proceed.”

Bidding Contract Documents may be obtained from the office of Boyd Environmental Engineering, Inc., 175 West Broadway Street, Suite 101, Oviedo, FL, 32765 (Phone: 407-542-4919; Fax: 407-542-4920). The documents will be transmitted electronically to interested Bidders at no cost to the Bidder.

A Pre-Bid Meeting will be held at 10:00 AM on July 28, 2023 at the Pine Island Wastewater Treatment Facility site (see Figure 1). After the meeting, Bidders will have the opportunity to observe the irrigation main routes. Bidders are encouraged to attend the Pre-Bid Meeting; however, Bidder attendance is not mandatory. Any questions asked during the Pre-Bid Meeting and subsequent tour which are not already addressed in the Bidding Contract Documents will be answered via written addendum distributed to all Bidders.

Sealed bids are due no later than 2:00 PM on August 31, 2023, at the office of Boyd Environmental Engineering, Inc., 175 West Broadway Street, Suite 101, Oviedo, FL, 32765. Bids will not be valid unless sealed in an opaque envelope marked "SEALED BID" and identified by the name of the firm bidding, name of the project and the date and time of Bid submittal deadline. Alternatively, by no later than the Bid submittal deadline, Bidders may submit bids as a PDF file attached to an email correspondence addressed to jboyd@boydenvironmental.com.

Each bid shall be accompanied by the following items:

1. Bid form.
2. A list of all assumptions made by the Bidder in preparing the Bid.
3. Executed Trench Safety Affidavit (Section 00490).

Owner reserves the right to waive informalities in any Bid, reject any and all Bids with or without cause, and/or to accept the Bid that, in its judgment, will provide the best value to Owner and will be in the best interests of Owner.

END OF SECTION

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

The following terms used in these Instructions to Bidders are defined in the Standard General Conditions of the Construction Contract, EJCDC-ACEC-NSPE-ASCE Document C-700 (2018 edition):

- 1.1 Addenda
- 1.2 Agreement
- 1.3 Bid
- 1.4 Bidder
- 1.5 Bidding Documents
- 1.6 Contract
- 1.7 Contract Documents
- 1.8 Contract Price
- 1.9 Contractor
- 1.10 Effective Date of the Contract
- 1.11 Engineer
- 1.12 Notice of Award
- 1.13 Notice to Proceed
- 1.14 Owner
- 1.15 Project
- 1.16 Site
- 1.17 Specifications
- 1.18 Subcontractor
- 1.19 Successful Bidder
- 1.20 Supplementary Conditions
- 1.21 Work

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents may be obtained from the ENGINEER as stated in the Invitation to Bid. All inquiries in regard to the Bidding Documents during the bidding period shall be directed to:

Boyd Environmental Engineering, Inc.
175 West Broadway Street, Suite 101
Oviedo, Florida, 32765
Phone: 407 542-4919
Attention: Mr. James C. Boyd, P.E.

- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding

Documents.

- 2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

The Contract, if awarded, will be awarded only to a responsible Contractor who is qualified by experience to do the Work specified. Each BIDDER must also be prepared to submit, within five days of OWNER'S request, written evidence which may include, but not be limited to: evidence of the necessary organization, capital, equipment and machinery to complete the Work within the limits stated in the Bidding Documents; previous experience in like work; and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of BIDDER'S qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.

4. DISQUALIFICATION OF BIDDERS

- 4.1 Only one Bid from an individual firm, partnership or corporation under the same or under different names will be considered. Reasonable grounds for believing that a BIDDER is interested in more than one Bid for the same Work will cause rejection of all Bids in which such BIDDER, or BIDDERS, are believed to be interested.
- 4.2 Any or all Bids will be rejected if there is reason to believe that collusion exists among the BIDDERS and no participants in such collusion will be considered in future Bids for the same work.

5. EXAMINATION OF BIDDING DOCUMENTS AND SITE

- 5.1 Before submitting a Bid, each BIDDER must (a) examine the Bidding Documents thoroughly, (b) visit the Site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work, become familiar himself with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost,
- 5.2 Any records of contours, obstructions and other subsurface investigations included hereinafter were made solely for design purposes for the Work; and the OWNER and his ENGINEER do not warrant, guarantee or represent that said data is correct with respect to actual subsurface conditions; therefore, the BIDDER, by and through the submission of his Bid, affirms that he has made, or has caused to be made, his own test holes and/or other investigations of such subsurface conditions, and/or that he has otherwise satisfied himself with respect to such conditions; and, should the BIDDER be awarded the Contract, he agrees that he will make no claims against the OWNER or his ENGINEER if, in carrying out the Work, he finds that the actual conditions do not conform to those indicated.

- 5.3 The BIDDER, in preparing his Bid, shall take into consideration that work by other contractors may be in progress at or near the Site during the performance of the Work, and that he will be expected, should he be awarded the Contract, to avoid interference with work done by such other contractors and to coordinate his Work with other contractors at the Site.
- 5.4 On request, OWNER will provide each BIDDER access to the Site to conduct such investigations and tests as each BIDDER deems necessary for submission of his Bid.
- 5.5 The submission of a Bid will constitute an incontrovertible representation by the BIDDER that he has complied with every requirement of this Article 5 and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

6. INTERPRETATIONS

- 6.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to ENGINEER in writing. Replies will be issued by Addenda, electronically transmitted to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than two days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 All Addenda issued by the ENGINEER prior to the opening of Bids for the purpose of changing the intent of the conditions and Specifications, or clarifying the meaning of same, shall be binding in the same way as if written in the conditions and Specifications. All Addenda are available to BIDDERS at the office of the ENGINEER, and it is each BIDDER'S responsibility to check with the issuing office and immediately secure all Addenda before submitting a Bid. It cannot be guaranteed that all BIDDERS will receive Addenda prior to the Bid Opening. Each BIDDER shall acknowledge receipt of all Addenda by notation in the space provided on the Bid Form.

7. BID SECURITY

- 7.1 Bid Security is not applicable to this project.

8. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

9. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

10. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Specifications without consideration of possible substitute of "or equal" items. Whenever it is indicated in the Specifications that a substitute of "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER/OWNER, application for such acceptance will not be considered by ENGINEER/OWNER until after the Effective Date of the Contract. The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER/OWNER is set forth in paragraphs 7.05 and 7.06 of the General Conditions which may be supplemented in the Supplementary Conditions.

11. SUBCONTRACTORS, ETC.

- 11.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to OWNER in advance of the Notice of Award, the apparent SUCCESSFUL BIDDER and any other BIDDER so requested, will within seven days after the day of the Bid Opening, submit to OWNER a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by OWNER. If OWNER or ENGINEER after due investigation have reasonable objection to any proposed Subcontractor, other person or organization, may before giving the Notice of Award request the apparent SUCCESSFUL BIDDER to submit an acceptable substitute without an increase in Bid Price. If the apparent SUCCESSFUL BIDDER declines to make any such substitution, the Contract shall not be awarded to such BIDDER. Any Subcontractor, other person or organization so listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER.
- 11.2 No CONTRACTOR shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

12. BID FORM

- 12.1 Bids shall be submitted on the Bid Form furnished herein; additional copies may be obtained from ENGINEER.
- 12.2 Bid Forms must be completed in indelible ink. All blank spaces shall be filled in correctly for each and every item for which a price or information is requested. The price bid for each item shall be on a lump sum or unit price basis according to the Bid Form. The total price bid for the Work shall be the sum of the lump sum prices bid and the unit prices multiplied by appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the

Bid Form. In the event there is a discrepancy on the Bid Form due to errors in the unit price extensions or additions, the corrected extension and additions shall be used to determine the Project bid amount. All requested alternates shall be bid unless otherwise specified.

- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the corporate secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.
- 12.5 All names must be typed or printed below the signature.
- 12.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 12.7 The address to which communications regarding the Bid are to be directed must be shown.

13. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the BIDDER and accompanied by other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

14. MODIFICATION AND WITHDRAWAL OF BIDS

- 14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Modifications will be read by OWNER or ENGINEER prior to formal opening of Bids. Withdrawn Bids will be returned to the BIDDER unopened.
- 14.2 If, within twenty-four hours or next business day 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 his Bid, that BIDDER may withdraw his Bid. Thereafter, that BIDDER will be disqualified from further bidding on the Work.

15. SUBMISSION OF BIDS

Bids shall be submitted by no later than the date and time indicated in the Invitation to Bid.

16. BIDS TO REMAIN VALID

All Bids shall remain valid for ninety (90) days after the day of the Bid Opening, but OWNER may, at his sole discretion, release any Bid prior to that date.

17. AWARD OF CONTRACT

- 17.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate Contract terms with the SUCCESSFUL BIDDER, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 17.2 In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. It is OWNER'S intent to accept alternates (if any are accepted) in order in which they are listed in the Bid Form but OWNER may accept them in any order or combination.
- 17.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions or Specifications. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.
- 17.4 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the BIDDERS, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 17.5 OWNER reserves the right to reject the Bid of any BIDDER who does not pass any such evaluation to OWNER'S satisfaction.
- 17.6 If the Contract is to be awarded, the SUCCESSFUL BIDDER will be selected by OWNER based upon consideration of a combination of value factors, including the BIDDER'S price, schedule, experience and approach. OWNER reserves the right to accept the Bid that, in its judgment, will provide the best value to OWNER and will be in the best interests of OWNER.
- 17.7 If the Contract is to be awarded, OWNER will give the SUCCESSFUL BIDDER a Notice of Award within ninety (90) days after the day of the Bid Opening.

18. BONDS AND INSURANCE

Article 6 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to performance, payment and other bonds, and insurance.

19. SIGNING OF AGREEMENT

- 19.1 When OWNER gives a Notice of Award to the SUCCESSFUL BIDDER, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign and deliver at least three counterparts of the Agreement to OWNER with all other required Contract Documents attached. Within ten (10) days thereafter OWNER will deliver one fully signed counterpart to CONTRACTOR. ENGINEER will identify those portions of the Contract Documents not fully signed by OWNER and CONTRACTOR and such identification shall be binding on all parties.
- 19.2 Failure on the part of the SUCCESSFUL BIDDER to execute the Agreement within the time stated will be just cause for the annulment of the award. The award may be made to the next acceptable BIDDER, or the Work re-advertised as the OWNER may elect.

20. INTERPRETATION OF ESTIMATED QUANTITIES

In the case of unit price items, the estimated quantities of Work to be done and materials to be furnished under this Contract, given in the Bid Form, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The OWNER and/or his ENGINEER do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the BIDDER plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the Work.

Payment to the CONTRACTOR will be made only for the actual quantities of Work completed as required by the Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid.

END OF SECTION

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: Bella Collina Residential Irrigation Piping Improvements

THIS BID IS SUBMITTED TO:

THIS BID IS SUBMITTED BY:

OWNER

DCS Real Estate Investments, LLC
505 South Flagler Drive
Suite 900
West Palm Beach, FL 33401

BIDDER

Carr & Collier Inc.
2864 W. Main Street
Leesburg, FL 34748
(352) 764-3700
estimate@carrandcollier.com

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the supporting documents required by the Contract Documents within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

Number 1 Date August 15, 2023

Number 2 Date August 16, 2023

Number 3 Date August 30, 2023

Number _____ Date _____

(receipt of all of which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions to BIDDERS;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress and performance of the Work and has made such independent investigations as BIDDER deems necessary;

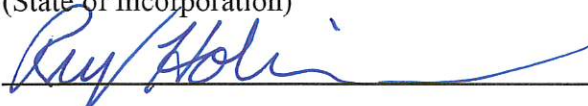
of failure to complete the Work on time.

9. Communications concerning this Bid shall be addressed to the BIDDER indicated below.
10. The terms used in this Bid which are defined in the Standard General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
11. The following additional documents have been completed by the BIDDER and are attached to this Bid.
 - a. Trench Safety Affidavit (Section 00490).
 - b. A list of all assumptions made by the BIDDER in preparing the Bid.

SUBMITTED on August 31, 2023.

By: Carr & Collier Inc.
(Corporation Name)

Florida
(State of Incorporation)

By: 
Reynolds Holiman, Vice President
(Name and title of person authorized to sign)



Attest: 
(Corporate Secretary) Karen L. Rayl

Business Address:

2864 W. Main Street

Leesburg, FL 34748

estimate@carrandcollier.com

Contact Person: Reynolds Holiman

Phone No.: (352) 764-3700

Fax No.: (352) 570-9770

BID SCHEDULE

BELLA COLLINA RESIDENTIAL IRRIGATION PIPING IMPROVEMENTS

Item	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
1	Mobilization and Demobilization	1	Lump Sum	\$ 116,156.00	\$ 116,156.00
2	Preconstruction Video	1	Lump Sum	\$ 3,000.00	\$ 3,000.00
3	Locate Utilities in Advance of Construction	1	Lump Sum	\$ 12,000.00	\$ 12,000.00
4	Maintenance of Traffic	1	Lump Sum	\$ 10,000.00	\$ 10,000.00
5	Erosion and Sediment Control (NPDES)	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
6	Silt Fence	9,250	LF	\$ 3.00	\$ 27,750.00
7	6" PVC Irrigation Main (Open Cut, Non-Paved Areas)	300	LF	\$ 62.00	\$ 18,600.00
8	8" PVC Irrigation Main (Open Cut, Non-Paved Areas)	35	LF	\$ 77.00	\$ 2,695.00
9	Existing 8" Irrigation Main (Install Pipe Bell Restraint Harnesses)	590	LF	\$ 54.00	\$ 31,860.00
10	12" PVC Irrigation Main (Open Cut, Non-Paved Areas)	2,700	LF	\$ 126.00	\$ 340,200.00
11	12" Ductile Iron Irrigation Main (Open Cut, Asphalt Paved Areas)	100	LF	\$ 387.00	\$ 38,700.00
12	12" HDPE Irrigation Main (Directional Drill)	2,040	LF	\$ 158.00	\$ 322,320.00
13	Existing 12" Irrigation Main (Install Pipe Bell Restraint Harnesses)	160	LF	\$ 70.00	\$ 11,200.00

BID SCHEDULE (CONTINUED)

BELLA COLLINA RESIDENTIAL IRRIGATION PIPING IMPROVEMENTS

Item	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
14	Ductile Iron Fittings				
	a. 12" Tee	16	EA	\$ 2,049.00	\$ 32,784.00
	b. 12" x 8" Tee	1	EA	\$ 1,787.00	\$ 1,787.00
	c. 8" Tee	2	EA	\$ 1,541.00	\$ 3,082.00
	d. 8" x 6" Tee	1	EA	\$ 1,072.00	\$ 1,072.00
	e. 16" x 12" Wye	1	EA	\$ 4,690.00	\$ 4,690.00
	f. 16" x 12" Reducer	1	EA	\$ 2,080.00	\$ 2,080.00
	g. 12" x 8" Reducer	11	EA	\$ 1,028.00	\$ 11,308.00
	h. 8" x 6" Reducer	1	EA	\$ 683.00	\$ 683.00
	i. 12" 90 Degree Bend	4	EA	\$ 1,398.00	\$ 5,592.00
	j. 8" 90 Degree Bend	2	EA	\$ 461.00	\$ 922.00
	k. 6" 90 Degree Bend	1	EA	\$ 571.00	\$ 571.00
	l. 12" 45 Degree Bend	14	EA	\$ 1,309.00	\$ 18,326.00
	m. 8" 45 Degree Bend	1	EA	\$ 667.00	\$ 667.00
	n. 6" 45 Degree Bend	5	EA	\$ 540.00	\$ 2,700.00
	o. 16" 22-1/2 Degree Bend	1	EA	\$ 2,970.00	\$ 2,970.00
	p. 12" 22-1/2 Degree Bend	8	EA	\$ 1,273.00	\$ 10,184.00
	q. 12" 11-1/4 Degree Bend	11	EA	\$ 1,237.00	\$ 13,607.00
	r. 12" Long Sleeve	20	EA	\$ 1,405.00	\$ 28,100.00

BID SCHEDULE (CONTINUED)

BELLA COLLINA RESIDENTIAL IRRIGATION PIPING IMPROVEMENTS

Item	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
14	Ductile Iron Fittings (Continued)				
	s. 12" Cap w/2" Tap	11	EA	\$ 1,009.00	\$ 11,099.00
	t. 12" Cap	2	EA	\$ 862.00	\$ 1,724.00
	u. 8" Cap w/2" Tap	1	EA	\$ 492.00	\$ 492.00
	v. 8" Cap	1	EA	\$ 452.00	\$ 452.00
	w. 6" Cap w/2" Tap	2	EA	\$ 415.00	\$ 830.00
15	Gate Valves				
	a. 12" Gate Valve	14	EA	\$ 5,773.00	\$ 80,822.00
	b. 8" Gate Valve	11	EA	\$ 3,552.00	\$ 39,072.00
	c. 6" Gate Valve	1	EA	\$ 2,710.00	\$ 2,710.00
16	Air Release Valve Assembly	9	EA	\$ 6,635.00	\$ 59,715.00
17	Blow Off Valve Assembly	5	EA	\$ 5,863.00	\$ 29,315.00

TOTAL BID PRICE \$ 1,303,337.00

TOTAL BID PRICE IN WORDS: One Million Three Hundred Three Thousand Three Hundred Thirty-Seven Dollars and No Cents

END OF SECTION

SECTION 00490

TRENCH SAFETY AFFIDAVIT

Trench excavations on the Project are expected to be in excess of five (5) feet deep. The Occupational Safety and Health Administration (OSHA) excavation safety standards, 29 CFR 1926.650, Subpart P, Excavations, will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (Sections 553.60 through 553.64, Florida Statutes). Bidder hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards. The Bidder further identifies the cost of such compliance as follows:

Trench Box

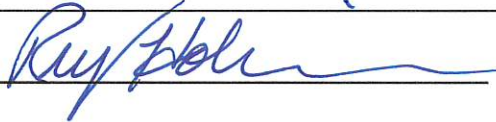
Three Thousand Five Hundred Dollars and No Cents (in Words)

\$3,500.00 (in \$)

COMPANY NAME: Carr & Collier Inc.

DATE: August 31, 2023

BY:



PRINT NAME AND TITLE: Reynolds Holiman, Vice President

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

END OF SECTION

SECTION 00500

**AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTING WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS SIGNING, COMPLETION OR MODIFICATION.

This Agreement is dated as of the _____ day of _____ in the year _____
by and between:

Bella Collina Community Development District
219 E. Livingston Street
Orlando, FL 32801

(hereinafter called OWNER) and

Carr & Collier Inc.
2864 W. Main Street
Leesburg, FL 34748

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construct and test irrigation mains within the Bella Collina community located along C.R. 455, south of the Town of Montverde in Lake County, Florida.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Bella Collina Residential Irrigation Piping Improvements

ARTICLE 2. ENGINEER

The Project has been designed by Boyd Environmental Engineering, Inc., 175 West Broadway Street, Suite 101, Oviedo, Florida, 32765 (hereinafter called ENGINEER) who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME AND LIQUIDATED DAMAGES

- 3.1 The Work shall be substantially complete within 180 days after the date when the Contract Time commences 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 Time

commences to run.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding an 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), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is complete.

ARTICLE 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: For all items listed on the Bid Form, which is attached and made a part of this Agreement, installed and measured in accordance with the Contract Documents, payment for each item shall be the unit price bid for each item multiplied by the measured quantity. The Contract Price for the Project is \$1,303,337.00 (One Million Three Hundred Three Thousand Three Hundred Thirty-Seven Dollars and Zero Cents).
- 4.2 Payment to the CONTRACTOR will be made only for the actual quantities of Work completed as required by the Specifications and other Contract Documents, and it is understood that the quantities may be increased or decreased as provided in the General Conditions without invalidating any of the unit or lump sum prices bid.
- 4.3 In consideration of these premises and the additional sum of \$10.00 paid by OWNER, receipt of which is acknowledged by CONTRACTOR, CONTRACTOR agrees to and does hereby defend, indemnify and save the OWNER, ENGINEER and below additional designated entities harmless from and against any and all loss, damage, claims, actions, liability and expense in contract or in tort, whether justified or not, in connection with loss of life, bodily injury and/or property damage occurring on or about or arising out of those portions of the Work under CONTRACTOR'S, his subcontractors, sub-subcontractors or any subcontractors or sub-subcontractors control, or wherever arising if occasion wholly or in part by any act or omission of, or any defect in workmanship or material furnished by the CONTRACTOR, his subcontractors, sub-subcontractors or any subcontractors or sub-subcontractors of any of them, or by his or their agents, servants, employees or materialmen, whether the same be during the progress of the Work or any time subsequent to the completion of the Work. The aforesaid shall include, but not be limited to, reasonable attorney fees and cost involved in arbitration or legal action both at trial and appeal levels. The OWNER shall have the right to withhold any monies due under this Agreement to the CONTRACTOR until any pending or threatened actions or claims covered by the aforesaid have been settled and suitable evidence to that effect furnished to the OWNER, except that monies due to CONTRACTOR will not be withheld under this provision when the CONTRACTOR produces satisfactory evidence that he has adequate insurance coverage, as established by the OWNER'S attorney. Additional designated entities protected by this provision include the Bella Collina Property Owners Association, Inc., DCS Real Estate Investments, LLC and DCS Capital Investments LLC.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions as amended by the Supplementary Conditions. Applications for payment will be processed by

ENGINEER as provided in the General Conditions as amended by the Supplementary Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about thirty days after ENGINEER'S approval for each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 2.03 of the General Conditions.
 - 5.1.1 Prior to substantial completion, progress payments will be in an amount equal to 90 percent of the Work completed.
 - 5.1.2 Upon substantial completion, OWNER may pay an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01-C of the General Conditions.
- 5.2 Final Payment. Upon 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 in conformance with said paragraph 15.06 as amended by the Supplementary Conditions.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Specifications and which have been identified in the Supplementary Conditions.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 Invitation to Bid
- 7.2 Instructions to Bidders
- 7.3 Bid Form
- 7.4 Trench Safety Affidavit
- 7.5 Agreement Between Owner and Contractor
- 7.6 Performance Bond
- 7.7 Payment Bond
- 7.8 Standard General Conditions of the Construction Contract
- 7.9 Supplementary Conditions to the Standard General Conditions of the Construction Contract
- 7.10 Notice of Award
- 7.11 Notice to Proceed
- 7.12 Contractor Insurance Requirements (Exhibit I, Appendix B)
- 7.13 Warranty Bond (Exhibit II, Appendix B)
- 7.14 Application for Payment (Exhibit III, Appendix C)
- 7.15 Waiver and Release of Lien Upon Progress Payment (Exhibit IV, Appendix C)
- 7.16 Waiver and Release of Lien Upon Final Payment (Exhibit V, Appendix C)
- 7.17 Consent of Surety to Final Payment (Exhibit VI, Appendix C)
- 7.18 General Requirements (Division 1)
- 7.19 Technical Specifications (Division 2 and Division 15)
- 7.20 Drawings entitled "Bella Collina Residential Irrigation Piping Improvements"
- 7.21 Any Contract Modification, including Change Orders, duly delivered after execution of this Agreement

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by modification as addressed in Article 11 of the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights hereunder or interests in the Contract Documents will be binding to another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PUBLIC RECORDS

- 9.1 The CONTRACTOR will not at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm or corporation, in any manner whatsoever, any information of any kind, nature, or description concerning any matters affecting or relating to the business of OWNER, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material or important, unless required under Florida law.
- 9.2 CONTRACTOR agrees to promptly comply with any order of a court having competent jurisdiction which determines that records pertaining to CONTRACTOR'S provision of the Works under this Contract are "public records" which must be available to the public. CONTRACTOR agrees and acknowledges that any and all books, documents, records, correspondence or other information related to this Contract, the Services or the CONTRACTOR'S facilities may also be subject to inspection and copying by members of the public under Chapter 119, *Florida Statutes*. If CONTRACTOR does not comply with a valid public records request, that failure to comply shall be considered a default under the terms of this Contract and applicable law, and the CONTRACTOR shall enforce the Contract accordingly. In accordance with applicable Florida law:
- 9.2.1 CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CONTRACTOR in order to perform the Services.
- 9.2.2 CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CONTRACTOR would provide the records, and a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- 9.2.3 CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 9.2.4 CONTRACTOR shall meet all requirements for maintaining public records and transfer, at no cost, to the OWNER all public records in CONTRACTOR'S possession upon termination of this Contract and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the OWNER in a format that is compatible with the information technology systems of the OWNER.

ARTICLE 10. LIENS AND CLAIMS

- 10.1 The CONTRACTOR shall promptly and properly pay for all labor employed, materials purchased and equipment hired by him in connection with the Work; shall keep the OWNER'S property free from any materialmen or mechanics liens and claims or notices in respect thereto arising by reason of the CONTRACTOR'S Work; shall hold all payments received hereunder as trust funds to be first applied to the payment of any

such liens or claims; and shall discharge the same within three (3) business days after any such lien or notice is filed. In the event that the CONTRACTOR does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the OWNER, in addition to any and all other remedies, may forthwith terminate this Agreement, effective immediately.

- 10.2 In the event that the CONTRACTOR fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by the said CONTRACTOR by reason of or in the fulfillment of this Agreement, whether or not a lien or notice of lien has been or may be filed with respect thereto, which bills or obligations in the opinion of the OWNER are proper, the OWNER at his option but without being obligated to do so, may pay all or any part of such bills or obligations and deduct the amount of such payments from any sums due the CONTRACTOR.

ARTICLE 11. CUSTOM AND USAGE

It is hereby agreed, any law, custom or usage to the contrary notwithstanding, that the OWNER shall have the right at all times to enforce the conditions and agreements herein contained in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the OWNER in refraining from so doing; and further, that the failure of the OWNER at any time or times to strictly enforce its rights hereunder shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements hereof, or as having in any way modified or waived the same.

ARTICLE 12. SUBCONTRACTORS AND EMPLOYEES

- 12.1 CONTRACTOR shall neither assign this Agreement nor employ a subcontractor for the execution of any part hereof, without the express written prior approval of the OWNER. The OWNER reserves the right to reject any subcontractors or sub-subcontractors, materialmen or laborers from executing any part of the Work to be performed hereunder. The CONTRACTOR agrees that he will be responsible for the acts and omissions of his subcontractors, and their employees to the same extent that he is responsible for acts and omissions of persons directly employed by him. The CONTRACTOR agrees to bind every subcontractor and sub-subcontractor, and every subcontractor and sub-subcontractor agrees to be bound by the terms of this Agreement so far as same is applicable to his Work. Nothing contained herein, or in any statute or governmental regulation, shall obligate the OWNER to pay or see to the payment of any monies for any subcontractor, sub-subcontractor or materialman, or to pay or assure the withholding or payment of any taxes, or other payroll deductions required by law to be withheld from wages of employees of the CONTRACTOR or any subcontractors or sub-subcontractors. The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Work any person unfit for or not skilled in the Work assigned to him. If any employee or subcontractor of CONTRACTOR causes a breach of the peace or disturbance in and around the Project, or is otherwise unfit for or unskilled in the Work assigned to him, OWNER may require that CONTRACTOR replace said employee or subcontractor within twenty-four (24) hours of a written notice from OWNER to CONTRACTOR. The CONTRACTOR shall designate an individual to be its authorized on-site supervisor, which designee must be approved by the OWNER, which approval will not be unreasonably withheld. However, the foregoing shall not be construed or interpreted that the OWNER in any way interferes with the CONTRACTOR'S right to hire and fire his employees, assign duties to them, fix their working hours, wages or terms and conditions of employment, which right shall be absolute.

- 12.2 It has been and is the continuing policy of the OWNER, as well as subject to state law, that any of the OWNER'S employees not accept employment, gifts or other considerations from any of the OWNER'S vendors or contractors. The CONTRACTOR agrees that it shall not employ any employee of the OWNER nor grant an OWNER employee compensation, gift or consideration. Breach of the terms of this provision shall be considered a material breach of the terms of the Agreement.
- 12.3 A CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof or of the Work provided for therein or of his right, title or interest therein, to any person, firm or corporation without the written consent of the OWNER. Any and all subcontractors which are acceptable to the OWNER, as evidenced in written approval, must also be approved by the Surety for Coverage under the Payment and Performance Bond. The CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of these Contract Documents for the benefit of the OWNER.

ARTICLE 13. CONTRACTOR'S WARRANTY

- 13.1 The CONTRACTOR shall remedy any defects in the Work and pay for any damage to other Work resulting therefrom which shall appear within a period of two (2) years from the date of the final acceptance of the Work by OWNER. The OWNER will give notice of observed defects with reasonable promptness during said guarantee period. The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of any warranty responsibilities. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations which the CONTRACTOR might have under the Contract Documents. Establishment of the two-year period for correction of Work as described in this paragraph relates only to the specific obligation of the CONTRACTOR to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR'S liability with respect to the CONTRACTOR'S obligations other than specifically to correct the Work.
- 13.2 CONTRACTOR shall furnish a Warranty Bond in the amount of fifteen percent (15%) of the final Contract Price, insuring the completed Work against defects in materials and workmanship for a period of two (2) years after the date of final acceptance of the Work. The Warranty Bond shall be in the form prescribed in Exhibit II of Appendix B.

ARTICLE 14. CONTRACTOR'S INSURANCE

- 14.1 The CONTRACTOR shall not commence Work under this Agreement until he has obtained and provided insurance, of the character and in the amounts specified in Exhibit I of Appendix B, that will protect the OWNER, ENGINEER and all additional named insureds and the CONTRACTOR against all liabilities, damages and accidents. Additionally, all Subcontractors shall meet these insurance requirements. The insurance obtained by the CONTRACTOR and Subcontractors is subject to the approval of the OWNER. The CONTRACTOR shall not allow any Subcontractor to commence Work on his subcontract until all insurance required of the Subcontractor has been so obtained, provided and approved. Neither the approval of the OWNER, nor a failure to disapprove insurance furnished by the CONTRACTOR or Subcontractor, shall release the CONTRACTOR or Subcontractor of full responsibility for liability, damages and accidents as set forth herein.
- 14.2 CONTRACTOR and Subcontractors shall furnish OWNER satisfactory Certificates of Insurance (COI's) as described in Exhibit I of Appendix B. The CONTRACTOR shall submit all required COI's, including all COI's required for the Subcontractors, within twenty-one (21) calendar days following CONTRACTOR'S receipt of the executed Agreement from the OWNER. The OWNER has the right to grant exceptions to the insurance requirements on a case by case basis but is not obligated to do so. The provision of compliant COI's by the CONTRACTOR and all Subcontractors is a necessary precursor to the issuance of a Notice to Proceed for the Work.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____.

CONTRACTOR

Carr & Collier Inc.
2864 W. Main Street
Leesburg, FL 34748

OWNER

Bella Collina Community Development District
219 E. Livingston Street
Orlando, FL 32801

By_____

(Print Name and Title)

By_____

(Print Name and Title)

ATTEST_____
(Secretary)

Affix Corporate Seal

ATTEST_____

Address for giving notices:

2864 W. Main Street

Leesburg, FL 34748

(352) 764-3700

Address for giving notices:

219 E. Livingston Street

Orlando, FL 32801

(407) 841-5524

END OF SECTION

SECTION 00610

PERFORMANCE BOND

The Contractor, within ten (10) days following receipt of the Notice of Award, shall furnish a Performance Bond in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Performance Bonds may be submitted on a standard form used by the Contractor's Surety Company and shall not be conditional. The Owner reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Contractor.

Performance Bonds shall be submitted in triplicate with the executed Agreement.

END OF SECTION

SECTION 00620

PAYMENT BOND

The Contractor, within ten (10) days following receipt of the Notice of Award, shall furnish a Labor and Material Payment Bond in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Labor and Material Payment Bonds shall be submitted on a standard form used by the Contractor's Surety Company and shall not be conditional. The Owner reserves the right to accept or reject the style and content of the Labor and Material Payment Bond Form submitted by the Contractor.

Labor and Material Payment Bonds shall be submitted in triplicate with the executed Agreement.

END OF SECTION

SECTION 00700

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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 document prepared by Contractor, in a form acceptable to Engineer, to request 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; 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; 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.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. 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), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations 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 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. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *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.
24. *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.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *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.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *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.
30. *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.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *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.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *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.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *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.
38. *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 or areas furnished by Owner which are designated for the use of Contractor.
39. *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.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *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.
50. *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 Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* 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:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. 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 Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means 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. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), 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 signed 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 required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will 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.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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 versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will 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.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. 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.

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, means 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, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer 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 or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract 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 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 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 in writing 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.

- 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 notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, 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 precludes 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 30th 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 60th day after the day of Bid opening or the 30th 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 may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must 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 will 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 Contract Price or 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. Such an adjustment will 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 third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price 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. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. 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, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses 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.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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, or to improvements, structures, utilities, or similar facilities located at such adjacent lands 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 7.13, 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 in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will 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 of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* 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 Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* 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;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
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;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 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 whether it is necessary for Owner to obtain 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; 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, 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,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
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;
 - 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 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, then any such adjustment will 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, 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.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. 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 on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after 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), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; 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
 4. 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, 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. 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;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. 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, then any such adjustment will 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, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; 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 on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. 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;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related 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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, 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. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates 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 obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must 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 terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. 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.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. 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, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. 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.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) 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 will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, 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 and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, 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;
 - 4. apply with respect to the performance of the Work, whether such performance is 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; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other 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 Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- 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 advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. 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 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer 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.

1. 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, risks, 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 individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater 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.
 2. None of the above waivers extends 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. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, 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, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and 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, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. 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 will 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.

7.04 *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 must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, 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 equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) 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) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material 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 equipment or material under the circumstances described below. To the extent possible such requests must 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 equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.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 equipment or material that Contractor seeks to furnish or use. The application:
 - a. will 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 the item specified; and
 - 3) be suited to the same use as the item 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 the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will 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 will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers 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 or Supplier 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 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. 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 or Suppliers 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 or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, 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 or Supplier, whether initially or as a replacement, will 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 solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed 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.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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.

7.10 *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.

7.11 *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. 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 is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written 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 written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *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.

7.13 *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.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 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.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that 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.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. 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.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will 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.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) 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
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must 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 Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 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.C.
 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. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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 will 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 or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 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, will 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 or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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 Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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 is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 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. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. 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 will 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 losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 will 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.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

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 third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

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 for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, 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. 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 will 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, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will 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 or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- 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.
 - 1. 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 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 8.03.B.
 - 2. 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 Contractor.
- C. 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 will 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.

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 (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 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident 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 the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *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.

10.06 *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.

10.07 *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, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under 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 10.07 also apply to the Resident Project Representative, if any.

10.08 *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 of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that 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, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in 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 11.05, (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 that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. 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 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. 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.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work 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 must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates 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.

11.06 *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.C.2.

11.07 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must 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);
 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 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will 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 will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.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 5 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 will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will 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 of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* 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.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must 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.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must 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.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *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 are subject 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;
 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; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- 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 rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, 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 will 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 will 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 will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will 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 will 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 will 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 will be incorporated in a Change Order or other written document 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. When needed 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 will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will 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 or retained for services specifically related to the Work.
 5. Other costs consisting of 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, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, 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. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. 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.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. 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*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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 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 with such procedures and programs 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 will 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 will 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 will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written 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 will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, 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 will 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 defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for 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.
 - 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) 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.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from 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 has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other 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; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will 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 will be treated as an amount due as determined by Paragraph 15.01.D.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 7 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 will 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 7 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.
- 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 15.03.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 6.04 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 inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must 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 duly pending Change Proposals and Claims; 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 Final Application and Recommendation of Payment:* 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 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will 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. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *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 and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- 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 as a Claim, 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect 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 adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, 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 from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. 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.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to 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 directly attributable to any such suspension. Any Change Proposal seeking such adjustments must 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) 10 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) written 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 7 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, 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 will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 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 for any loss of anticipated profits or revenue, post-termination overhead costs, 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 7 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, 7 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 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, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise 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;
 - 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 requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

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.

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 will not constitute a waiver of that provision, nor will 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 of the Contract or 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 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party 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.

18.09 *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.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTARY CONDITIONS TO THE STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1. **CONDITIONS OF THE CONTRACT:** General Conditions and these Supplementary Conditions are applicable to all divisions and sections of these Specifications and it is the CONTRACTOR'S responsibility to so inform all parties who should be influenced thereby. The Supplementary Conditions amend or supplement the General Conditions. All provisions which are not so amended or supplemented remain in full force and effect.
2. **DEFINITIONS:** The terms used are defined in the General Conditions.
3. **ARTICLE 2 – PRELIMINARY MATTERS**
 - 2.01 DELIVERY OF PERFORMANCE AND PAYMENTS BONDS; EVIDENCE OF INSURANCE
Delete Paragraph 2.01.A in its entirety and substitute the following:
 - A. *Performance and Payment Bonds:* The CONTRACTOR, within ten (10) days following receipt of the Notice of Award, shall furnish Performance and Payment bonds in an amount equal to 100 percent (100%) of the Contract Price.
 - 2.05 ACCEPTANCE OF SCHEDULES
Delete the first two sentences of Paragraph 2.05.A and substitute the following language:
 - A. No progress payment will to made to CONTRACTOR until acceptable Progress Schedule, Schedule of Submittals and Schedule of Values are submitted to ENGINEER.
4. **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**
 - 4.01 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED
Replace Paragraph 4.01.A with the following language:
 - A. The Contract Times will commence to run on the day indicated in the Notice to Proceed.
 - 4.03 REFERENCE POINTS
Replace the first sentence of Paragraph 4.03.A with the following language:
 - A. Engineer will identify the location of existing reference points which are located in the general vicinity of the Project Site.
5. **ARTICLE 5 - SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**
 - 5.03 SUBSURFACE AND PHYSICAL CONDITIONS

Add the following after paragraph 5.03.D:
 - E. Provided as Attachment A is a report entitled "Geotechnical Engineering Report, Bella Collina Residential Irrigation Piping Improvements, County Road 455,

Monteverde, Lake County, Florida, Directional Drills, Force Mains, & Pump Stations” dated June 12, 2023, as prepared by Devo Seereeram, Ph.D., LLC. This information shall be considered “Technical Data” as described in the General Conditions (Section 00700). This information is provided for general reference purposes only, and Owner makes no representations regarding the accuracy of the information presented therein. Any soil boring data, including groundwater elevations, are provided only as information that is available indicating certain conditions found and limited to the exact locations and dates shown. Neither the OWNER nor the ENGINEER shall be held responsible for reasonable variations found to exist between the provided data referenced above and actual field conditions that develop through the period of construction. The CONTRACTOR shall be responsible for making the determination of water table variations prior to bidding and shall not assume that any water levels shown by the aforesaid soil boring data will necessarily be maintained at the level indicated.

- F. The requirements specified in Division 2 (Site Work) of the Technical Specifications shall take precedent over any conflicting information contained in the report identified in paragraph 5.03.D.

6. ARTICLE 6 - BONDS AND INSURANCE

6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Add the following under Paragraph 6.01 Paragraph H:

- I. CONTRACTOR shall furnish a Warranty Bond in the amount of fifteen percent (15%) of the final Contract Price, insuring the completed Work against defects in materials and workmanship for a period of two (2) years after the date of final acceptance of the Work. The Warranty Bond shall be in the form prescribed in Exhibit II of Appendix B.
- J. CONTRACTOR shall save OWNER and ENGINEER harmless on account of all claims for damages to persons, property or premises, arising out of operations prior to acceptance of finished Work and promptly pay all persons supplying labor, materials, supplies and services used directly or indirectly in the prosecution of Work provided for in the Contract Documents.
- K. Notwithstanding anything to the contrary in the Agreement form, the full and entire cost of obtaining the Payment and Performance Bonds, Warranty Bond, Workman's Compensation Insurance, Employer's Liability Insurance, General Liability Insurance, Automobile Liability Insurance, Builders All Risk Insurance and any other insurance and/or requirements stipulated herein, the Agreement form or elsewhere in the Contract Documents, shall be borne solely by the CONTRACTOR, he having included all such costs in his Bid.
- L. All Bonds and Insurance Policies shall be secured from and executed by a Surety Insurance Company approved by the OWNER, or the Surety Insurance Company's authorized agency both of which shall be duly licensed in the State of Florida.

6.03 CONTRACTOR'S INSURANCE:

Add the following new paragraphs immediately after paragraph 6.03.C:

- D. The CONTRACTOR shall not commence Work under this Agreement until he has obtained and provided insurance, of the character and in the amounts specified in Exhibit I of Appendix B, that will protect the OWNER, ENGINEER and all additional named insureds and the CONTRACTOR against all liabilities, damages and accidents. Additionally, all Subcontractors shall meet these insurance requirements. The insurance obtained by the CONTRACTOR and Subcontractors is subject to the

approval of the OWNER. The CONTRACTOR shall not allow any Subcontractor to commence Work on his subcontract until all insurance required of the Subcontractor has been so obtained, provided and approved. Neither the approval of the OWNER, nor a failure to disapprove insurance furnished by the CONTRACTOR or Subcontractor, shall release the CONTRACTOR or Subcontractor of full responsibility for liability, damages and accidents as set forth herein.

- E. CONTRACTOR and Subcontractors shall furnish OWNER satisfactory Certificates of Insurance (COI's) as described in Exhibit I of Appendix B. The CONTRACTOR shall submit all required COI's, including all COI's required for the Subcontractors, within twenty-one (21) calendar days following CONTRACTOR'S receipt of the executed Agreement from the OWNER. The OWNER has the right to grant exceptions to the insurance requirements on a case by case basis but is not obligated to do so. The provision of compliant COI's by the CONTRACTOR and all Subcontractors is a necessary precursor to the issuance of a Notice to Proceed for the Work.
- F. The insurance coverage shall be provided by an insured company licensed as an "admitted carrier" by the State of Florida Department of Insurance and which has an A.M. Best Rating of A-IX or better.
- G. Subcontractor insurance required herein shall remain in effect for one (1) year from the date of final acceptance of the Work by OWNER. The CONTRACTOR'S insurance required herein (except for property insurance) shall remain in effect for two (2) years from the date of final acceptance of the Work by OWNER. CONTRACTOR'S property insurance shall remain in effect until the date of final acceptance of the Work by OWNER.

6.04 BUILDER'S RISK AND PROPERTY INSURANCE:

Delete Paragraph 6.04 in its entirety and add the following:

- A. Builder's Risk: 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 required by Laws and Regulations). This insurance shall:
 - 1. Include the following entities as additional insured: Bella Collina Community Development District, Bella Collina Property Owners Association, Inc., DCS Real Estate Investments LLC, DCS Capital Investments LLC, Boyd Environmental Engineering, Inc., and all Subcontractors in the Work. For purposes of the remainder of this Paragraph 6.04, Paragraphs 6.05 and 6.06, 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; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - 3. Cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the

preparation, fabrication, construction, erection, or completion of the Work, including OWNER-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. Cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. Extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. Extend to cover damage or loss to insured property while in transit.
 7. Allow for partial occupation or use of the Work by OWNER, such that those portions of the Work that are not yet occupied or used by OWNER shall remain covered by the builder's risk insurance.
 8. Allow for the waiver of the insurer's subrogation rights, as set forth in Paragraph 6.05.
 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 6.04 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 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 (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 6.04, it may do so at CONTRACTOR'S expense.
- F. This insurance shall include interests of OWNER as loss payee with respect to any goods or materials paid for by OWNER.
- G. The insurance coverage shall be provided by an insured company licensed as an "admitted carrier" by the State of Florida Department of Insurance and which has an A.M. Best Rating of A-IX or better.

7. ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.10 TAXES

Amend Paragraph 7.10 of the General Conditions by adding the following new paragraph immediately after Paragraph 7.10.A:

- B. The responsibility for determining the applicability and amount of any such taxes shall rest with the CONTRACTOR, who should undertake to ascertain the amount of all applicable taxes prior to submission of his Bid. The OWNER makes no representation as to the applicability or inapplicability of any such tax or taxes and the CONTRACTOR shall not be entitled to rely upon any such representation, expressed or implied, oral or written, of OWNER or ENGINEER, or any officer, member, employee, or agent of OWNER or ENGINEER, with respect thereto. Failure of the CONTRACTOR to include in his bid prices the amount of any applicable tax shall not relieve the CONTRACTOR from responsibility therefore.

7.12 RECORD DOCUMENTS

Add the following language at the end of paragraph 7.12.A:

The sum of 5% of the contract price shall be withheld from final payment until delivery of approved record documents.

7.17 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

Add the following paragraph immediately after Paragraph 7.17.E:

- F. The CONTRACTOR shall remedy any defects in the Work and pay for any damage to other Work resulting therefrom which shall appear within a period of two (2) years from the date of final acceptance of the Work by OWNER. The OWNER will give notice of observed defects with reasonable promptness during said guarantee period. The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of any warranty responsibilities. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations which the CONTRACTOR might have under the Contract Documents. Establishment of the two-year period for correction of Work as described in this paragraph relates only to the specific obligation of the CONTRACTOR to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR'S liability with respect to the CONTRACTOR'S obligations other than specifically to correct the Work.

7.18 INDEMNIFICATION

Delete Paragraph 7.18 in its entirety and add the following:

- A. In consideration of these premises and the additional sum of \$10.00 paid by OWNER, receipt of which is acknowledged by CONTRACTOR, CONTRACTOR agrees to and does hereby defend, indemnify and save the OWNER, ENGINEER and below additional designated entities harmless from and against any and all loss, damage, claims, actions, liability and expense in contract or in tort, whether justified or not, in connection with loss of life, bodily injury and/or property damage occurring on or about or arising out of those portions of the Work under CONTRACTOR'S, his subcontractors, sub-subcontractors or any subcontractors or sub-subcontractors control, or wherever arising if occasion wholly or in part by any act or omission of, or any defect in workmanship or material furnished by the CONTRACTOR, his subcontractors, sub-subcontractors or any subcontractors or sub-subcontractors of any of them, or by his or their agents, servants, employees or materialmen, whether the same be during the progress of the Work or any time subsequent to the completion of the Work. The aforesaid shall include, but not be limited to, reasonable attorney fees and cost involved in arbitration or legal action both at trial and appeal levels. The OWNER shall have the right to withhold any monies due under this Agreement to the CONTRACTOR until any pending or threatened actions or claims covered by the aforesaid have been settled and suitable evidence to that effect furnished to the OWNER, except that monies due to CONTRACTOR will not be withheld under this provision when the CONTRACTOR produces satisfactory evidence that he has adequate insurance coverage, as established by the OWNER'S attorney. Additional designated entities protected by this provision include the Bella Collina Property Owners Association, Inc., DCS Real Estate Investments, LLC and DCS Capital Investments LLC.

8. ARTICLE 11 – CHANGES TO THE CONTRACT

Add the following paragraph at the end of 11.07.B.3 which will read as follows:

4. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change in cost, CONTRACTOR shall submit an estimate substantiated by a complete itemized cost breakdown. Breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a change involves the CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for the CONTRACTOR and each Subcontractor shall be itemized separately.

11.08 Add a new paragraph immediately following paragraph 11.08.B which will read as follows:

- C. The time lost due to delays beyond the control of the CONTRACTOR will be considered to be equivalent to the number of days the path of critical events is lengthened by the delay regardless of the duration of the delay itself. If required by the ENGINEER, CONTRACTOR shall indicate this path of critical events, by diagram or narrative, in such detail as may be necessary to justify the claim and establish the number of days' delay. The path of critical events is defined as that series of interdependent construction events which must be sequentially performed requiring a longer total time to perform than any other series.

9. ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.02.A Add the following at the end of the paragraph: "Timely Notice: shall mean communication of intent within 48 hours."

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

15.01 PROGRESS PAYMENTS

15.01.B.1 Delete all language in paragraph 15.01.B.1 and insert the following:

On a monthly basis, 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

15.01.B.2 Delete all language in paragraph 15.01.B.2 and insert the following:

OWNER does not pay for stored materials or equipment.

15.01.D.1 Delete the word "Ten" and substitute the words: "On or about thirty".

15.06.A.3 Delete the first sentence of the paragraph and substitute the following sentence: In addition to the original releases or waivers of Liens specified in paragraph 15.06.A.2 and as approved by OWNER, OWNER may request that CONTRACTOR furnish receipts or releases in full and an affidavit that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible have been paid or otherwise satisfied.

15.08.A Delete this paragraph in its entirety and insert the following language:

If within two (2) years after the date of Final Completion, 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. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by OWNER, 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 from the corrective measures.

11. ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

Add the following paragraph:

17.01.C In the event that a dispute arises between CONTRACTOR and OWNER relating to the performance of the Work under this Agreement and such dispute results in any

legal proceeding, it is agreed that any such litigation shall have venue and jurisdiction only in the Circuit Court in the County of Lake, in the State of Florida.

12. ARTICLE 18 – MISCELLANEOUS

Add the following paragraphs:

18.11 Public Records

18.11.A CONTRACTOR agrees to promptly comply with any order of a court having competent jurisdiction which determines that records pertaining to CONTRACTOR'S provision of the Works under this Contract are "public records" which must be available to the public. CONTRACTOR agrees and acknowledges that any and all books, documents, records, correspondence or other information related to this Contract, the Services or the CONTRACTOR'S facilities may also be subject to inspection and copying by members of the public under Chapter 119, *Florida Statutes*. If CONTRACTOR does not comply with a valid public records request, that failure to comply shall be considered a default under the terms of this Contract and applicable law, and the CONTRACTOR shall enforce the Contract accordingly. In accordance with applicable Florida law:

1. CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CONTRACTOR in order to perform the Services.
2. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CONTRACTOR would provide the records, and a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
3. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. CONTRACTOR shall meet all requirements for maintaining public records and transfer, at no cost, to the OWNER all public records in CONTRACTOR'S possession upon termination of this Contract and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the OWNER in a format that is compatible with the information technology systems of the OWNER.

18.12 Sovereign Immunity

18.12.A Nothing contained herein, or in the Contract, or in the Standard General Conditions, shall cause or be construed as a waiver of the OWNER'S immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

18.13 Compliance with E-Verify System

18.13.A The CONTRACTOR shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the CONTRACTOR shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The OWNER may terminate this

Contract immediately for cause if there is a good faith belief that the CONTRACTOR has knowingly violated Section 448.091, *Florida Statutes*.

- 18.13.B If the CONTRACTOR anticipates entering into agreements with a subcontractor for the work, CONTRACTOR will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the OWNER upon request. In the event that the OWNER has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the CONTRACTOR has otherwise complied with its obligations hereunder, the OWNER shall promptly notify the CONTRACTOR. The CONTRACTOR agrees to immediately terminate the agreement with the subcontractor upon notice from the OWNER. Further, absent such notification from the OWNER, the CONTRACTOR or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.
- 18.13.C By entering into this Contract, the CONTRACTOR represents that no public employer has terminated a contract with the CONTRACTOR under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

END OF SECTION

END OF SECTION

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01000

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract.
- B. Work Included:
 - 1. The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. Contractor shall obtain and pay for all required permits, and shall perform and complete the Work in the manner best calculated to promote rapid construction consistent with the safety of life and property to the satisfaction of the Owner, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto.
 - 2. Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the Contractor of the responsibility of furnishing the item as part of the Work at no additional cost to the Owner
 - 3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Owner, to perform in a satisfactory and acceptable manner all the Work required by this contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of its workmanship, materials, and equipment, prior approval of the Owner notwithstanding.
 - 4. The Contractor shall restore all private property, damaged by construction as soon as practical. In addition, access to residences and businesses located adjacent to the Project site must be maintained at all times.

1.02 SPECIFICATIONS

- A. Intent:

1. Work not specified in the Specifications, but involved in carrying out the intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used. The interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. The names of proposed manufacturers, material men, suppliers and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Engineer for approval, as early as possible, to afford proper investigation and checking. Such approval must be obtained before Shop Drawings will be checked. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the Engineer, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a purpose for a minimum of 5 years to demonstrate its satisfactory performance.
2. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
3. Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or

impediment of, the progress of the work of any related Contractor.

1.04 INSPECTION AND TESTING

A. General:

1. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.

B. Costs:

1. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. When inspection is waived or when the Engineer so requires, the Contractor shall furnish to him authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.
2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

1.05 TEMPORARY STRUCTURES

- A. Temporary Fences: If, during the course of the Work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall provide a suitable temporary fence at his own expense.
- B. Responsibility for Temporary Structures: In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the Owner from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

1.06 TEMPORARY SERVICES

A. Accident Prevention:

1. Precautions shall be exercised at all times for the protection of person and property. The safety provisions of applicable law, building and construction codes shall be observed.

B. First Aid: The Contractor shall keep upon the site, at each location where Work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when men are employed on the Work.

1.07 ADJACENT STRUCTURES AND FENCES

A. Responsibility:

1. The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the Work.
2. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the Work, and the removal, relocation, and reconstruction of such items called for in the Specifications shall be included in the various Contract items and no separate payments will be made therefore.
3. Contractor is expressly advised that the protection of buildings, structures, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility.
4. Conditional inspection of building or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.

B. Restoration of Fences:

1. Any fence, or part thereof, that is damaged or removed during the course of the Work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the Work.
2. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Owner.
3. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract

item or items, or if no specific items are provided therefore, as part of the overhead cost of the Work, and on additional payment will be made therefore.

1.08 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights:

1. During the prosecution of the Work, the Contractor shall put up and maintain at all times such barriers and lights as will effectually prevent accidents.
2. The Contractor shall provide suitable barricades, red lights, "danger" or "caution" or "street closed" signs and watchmen at all places where the Work causes obstructions to the normal traffic or constitutes in any way a hazard to the public.

B. Noise:

1. The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressors shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. The Contractor shall construct sound barriers as necessary to eliminate noise.
2. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

C. Access to Public Services: Neither the materials excavated nor the materials or equipment used in the construction of the Work shall be so placed as to prevent free access to all fire hydrants, valves, manholes, etc.

D. Dust Prevention: The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads clean and/or construction areas sprinkled with water at all times.

1.09 CLEANING

A. During Construction:

1. During construction of the Work, the Contractor shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Owner, such material, debris, or rubbish constitutes a nuisance or is objectionable.

2. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops. Contractor shall be responsible and liable for all spillage and incur all associated costs including, but not limited to, cost related to repair and maintenance resulting from damages thereof.

B. Final Cleaning:

1. At the conclusion of the Work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.
2. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment and undamaged in a bright, clean, polished, and new operation condition.

1.10 MISCELLANEOUS

- A. Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfection, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

B. Cooperation With Other Contractors and Forces:

1. During progress of Work under this Contract, it may be necessary for other contractors and persons employed by the Owner to work in or about the project.
2. The Owner reserves the right to put such other contractors to work and to afford such access to the Site of the Work to be performed hereunder at such times as the Owner deems proper.
3. The Contractor shall not impede or interfere with the work of such other contractors engaged in or about the Work and shall so arrange and conduct his work that such other contractors may complete their work at the earliest date possible.

- C. Construction shall be conducted and shall result in construction of the improvements of this project in full accordance with the condition of the Permits granted for the Project.

D. Public Nuisance:

1. The Contractor shall not create a public nuisance including but not limited

to encroachment on adjacent lands, flooding of adjacent lands, or excessive noise or dust. The Contractor shall eliminate noise to as great an extent as practicable at all times.

E. Construction Hours:

1. No Work shall be done between the hours of 7:00 p.m. and 7:00 a.m., or on Saturdays, Sundays and legal holidays without written permission of the Owner. The Owner recognizes the following legal holidays: New Years Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Eve & Christmas Day.

F. Suspension of Work Due to Weather:

1. During inclement weather, all Work which might be damaged or rendered inferior by such weather conditions shall be suspended. During suspension of the Work from any cause, the Work shall be suitably covered and protected so as to preserve it from injury by the weather or otherwise.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Contractor shall furnish all labor, materials, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.
- B. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The Contractor shall comply with all Municipal, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials stored at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 WORK SEQUENCE

- A. The Contractor shall establish a work sequence based on the use of crews to facilitate completion of construction and testing within the allotted Contract Time.

1.04 SUMMARY OF WORK

- A. The Work to be done consists of furnishing all labor, equipment, materials and services required to construct and test irrigation mains within the Bella Collina community located along C.R. 455, south of the Town of Montverde in Lake County, Florida. (See Figure 1, Bella Collina Location Map, in Appendix A). Approximately 3,135 linear feet ("LF") of irrigation main, varying in size from 6-inch to 12-inch, will be installed via open cut, while approximately 2,040 LF of 12-

inch irrigation main will be installed via directional drill. Associated gate valves, air release valve assemblies, ductile iron fittings and appurtenances will also be installed. The installed piping will undergo flushing, pigging, hydrostatic testing, disinfection and bacteriological testing.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. Payment for all Work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this Project, will be made under Pay Items listed herein. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.
- B. The Owner reserves the right to alter the Drawings, modify incidental Work as may be necessary, and increase or decrease quantities of Work to be performed to accord with such changes, including deduction or cancellation of any one or more of the Pay Items. Changes in the Work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in quantities of Work to be performed, the Contractor will accept payment according to Contract Unit Prices that appear in the original Contract.
- C. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- D. The Engineer will make measurements and determinations as necessary to classify the Work within pay items and determine the quantities for pay purposes.
- E. Failure on the part of the Contractor to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional cost to the Owner; acceptance at no pay; or, acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the Owner.
- F. Work shall not be considered complete until all testing has been satisfactorily completed and the item of Work has demonstrated compliance with the Construction Plans and Specifications.

PART 2 PAY ITEMS

2.01 Mobilization and Demobilization

A. Work Includes:

Preparatory work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project site, plus permits, bonds and insurance. Also included are compliance with the Florida Trench Safety Act, temporary utilities/facilities, field engineering and record survey, safety equipment and all other items not specifically identified under other bid items which are necessary for the construction. Also included are compliance with general project requirements, provision of construction photographs, record drawings and closeout documents, demobilization, cleanup, removal of equipment, materials, supplies and incidentals from the Project site. Ten percent of the cost for mobilization and demobilization will be withheld until acceptance and final payment.

B. Unit of measurement is lump sum.

2.02 Preconstruction Video

A. Work Includes:

Preconstruction documentation via digital video recording plus all digital photographs necessary to pick up detail not easily visible or apparent on the DVD. Preconstruction video is to document the preconstruction condition along the pipeline routes and shall include the entire width of the routes and areas adjacent to the routes.

B. Unit of measurement is lump sum.

2.03 Locate Utilities in Advance of Construction

A. Work Includes:

Furnishing of all labor, materials and equipment necessary to physically locate all existing utilities using non-destructive digging equipment, supplies and personnel experienced in the use of subsurface utility engineering (SUE). The precise horizontal and vertical positions of existing utilities shall be determined.

B. Unit of measurement is lump sum.

2.04 Maintenance of Traffic

A. Work Includes:

Construction and maintenance of any necessary detour facilities; the provision and execution of Maintenance of Traffic (MOT) plans; the providing of necessary facilities for access to residences, businesses, etc., along the project routes; the furnishing, installing and maintaining of traffic control, barricades, railings, warning lights, and other safety devices during construction; the control of dust; and other special requirements for the safe and expeditious movements of traffic as called for in the Specifications and shown on the Drawings.

- B. Unit of measurement is lump sum.

2.05 Erosion and Sediment Control (NPDES)

- A. Work Includes:

Preparation and implementation of stormwater pollution prevention control plan, including monitoring, inspecting, and reporting, providing erosion and sediment control measures, preparing and filing EPA NPDES NOI and NOT forms, and providing required Contractor certifications.

- B. Unit of measurement is lump sum.

2.06 Silt Fence

- A. Work Includes:

Installation of silt fence, including fence reinstallation, replacement or other repairs and maintenance needed.

- B. Unit of measurement is linear feet.
- C. Single payment will be made only, based on linear footage initially installed. There will not be additional payment for fence that is installed more than once at a location as needed for reinstallations, replacement, or repairs.

2.07 6" PVC Irrigation Main (Open Cut, Non-Paved Areas)

- A. Work Includes:

Layout, clearing and grubbing, dewatering, excavation, sheeting, shoring, bracing, protection of existing utilities, pipe, pipe installation, identification and warning tape, locator wire, joint restraints, polyethylene encasement, disposal of unsuitable or excess material, suitable backfill, compaction, replacement of existing structures such as signs or fences encountered, connections, flushing, pigging, hydrostatic testing, disinfection, bacteriological testing and finish grading.

- B. Unit of measurement is linear feet, measured horizontally along the ground surface.

2.08 8" PVC Irrigation Main (Open Cut, Non-Paved Areas)

- C. Work Includes:

Layout, clearing and grubbing, dewatering, excavation, sheeting, shoring, bracing, protection of existing utilities, pipe, pipe installation, identification and warning tape, locator wire, joint restraints, polyethylene encasement, disposal of unsuitable or excess material, suitable backfill, compaction, replacement of existing structures such as signs or fences encountered, connections, flushing, pigging, hydrostatic testing, disinfection, bacteriological testing and finish grading.

- D. Unit of measurement is linear feet, measured horizontally along the ground surface.

2.09 Existing 8" Irrigation Main (Install Pipe Bell Restraint Harnesses)

- A. Work Includes:

Dewatering, excavation, sheeting, shoring, bracing, protection of existing utilities, joint restraints, polyethylene encasement, disposal of unsuitable or excess material, suitable backfill, compaction, replacement of existing structures such as signs or fences encountered and finish grading.

- B. Unit of measurement is linear feet, measured horizontally along the ground surface.

2.10 12" PVC Irrigation Main (Open Cut, Non-Paved Areas)

- A. Work Includes:

Layout, clearing and grubbing, dewatering, excavation, sheeting, shoring, bracing, protection of existing utilities, pipe, pipe installation, identification and warning tape, locator wire, joint restraints, polyethylene encasement, disposal of unsuitable or excess material, suitable backfill, compaction, replacement of existing structures such as signs or fences encountered, connections, flushing, pigging, hydrostatic testing, disinfection, bacteriological testing and finish grading.

- B. Unit of measurement is linear feet, measured horizontally along the ground surface.

2.11 12" Ductile Iron Irrigation Main (Open Cut, Asphalt Paved Areas)

A. Work Includes:

Layout, dewatering, excavation, sheeting, shoring, bracing, protection of existing utilities, pipe, pipe installation, polyethylene encasement, identification and warning tape, locator wire, joint restraints, disposal of unsuitable or excess material, suitable backfill, compaction, replacement of existing structures such as signs or fences encountered, connections, flushing, pigging, hydrostatic testing, disinfection, bacteriological testing, asphalt pavement restoration and concrete curb replacement.

B. Unit of measurement is linear feet, measured horizontally along the ground surface.

2.12 12" HDPE Irrigation Main (Directional Drill)

A. Work Includes:

Layout, dewatering, sheeting, shoring, bracing, protection of existing utilities, excavation of drilling and receiving pits, pipe, pipe fusing, installation of pipe by directional drilling methods, locator wire, mechanical joint adapter kits, joint restraints, polyethylene encasement, disposal of removed material and fluids, connecting to pipes at each end of the drilled pipe, flushing, pigging, hydrostatic testing, disinfection and bacteriological testing. Also includes backfill, compaction and finish grading of all disturbed areas.

B. Unit of measurement is linear feet, measured horizontally along the ground surface.

2.13 Existing 12" Irrigation Main (Install Pipe Bell Restraint Harnesses)

A. Work Includes:

Dewatering, excavation, sheeting, shoring, bracing, protection of existing utilities, joint restraints, polyethylene encasement, disposal of unsuitable or excess material, suitable backfill, compaction, replacement of existing structures such as signs or fences encountered and finish grading.

B. Unit of measurement is linear feet, measured horizontally along the ground surface.

2.14 Ductile Iron Fittings

A. Work Includes:

Layout, dewatering, excavation, sheeting, shoring, bracing, protection of existing utilities, fittings, fittings installation, polyethylene encasement, joint restraints, identification and warning tape, locator wire, disposal of unsuitable

or excess material, suitable backfill, compaction, connections, flushing, pigging, hydrostatic testing, disinfection, bacteriological testing and finish grading.

- B. Unit of measurement is each, per the fitting size and type as shown on the Bid Form.

2.15 Gates Valves

- A. Work Includes:

Layout, dewatering, excavation, sheeting, shoring, bracing, protection of existing utilities, installation, polyethylene encasement, joint restraints, locator wire, disposal of unsuitable or excess material, suitable backfill, compaction, connections, valve and valve box, concrete pad, valve identification tag, accessories, flushing, pigging, hydrostatic testing, disinfection, bacteriological testing and finish grading.

- B. Unit of measurement is each, per the valve size as shown on the Bid Form.

2.16 Air Release Valve Assemblies

- A. Work Includes:

Layout, dewatering, excavation, sheeting, shoring, bracing, protection of existing utilities, installation, disposal of unsuitable or excess material, suitable backfill, compaction, connections, stainless steel ball valves, stainless steel nipples, stainless steel couplings, polymer concrete boxes, stone bedding, accessories, flushing, hydrostatic testing, disinfection, bacteriological testing and finish grading.

- B. Unit of measurement is each.

2.17 Blow Off Valve Assemblies

- A. Work Includes:

Layout, dewatering, excavation, sheeting, shoring, bracing, protection of existing utilities, installation, disposal of unsuitable or excess material, suitable backfill, compaction, connections, gate valves, galvanized steel pipe, galvanized steel bends, polyethylene encasement, PVC pipe, polymer concrete boxes, stone bedding, accessories, flushing, hydrostatic testing, disinfection, bacteriological testing and finish grading.

- B. Unit of measurement is each.

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Applications for Payment to the Engineer in accordance with schedule established in the Contract Documents.
- B. Related Requirements Described Elsewhere:
 - 1. Application for Payment and Lien Release Forms (Appendix C)

1.02 FORMAT AND DATA REQUIRED

- A. Submit applications and substantiating data typed on forms provided by the Owner (see Appendix C).
- B. Provide itemized data on continuation sheets provided by Contractor in compliance with the Schedule of Values approved by the Engineer.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of Contractor.
- B. Continuation Sheets:
 - 1. Fill in list of all itemized components of Work in compliance with the approved Schedule of Values.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed.
 - 3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order number, and description, as for an original component item of Work.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. Submit updated progress schedules with each month's application for payment.
- B. Submit properly executed partial lien releases provided by Contractor, subcontractors and suppliers in compliance with the form provided in Appendix C.

1.05 SUBSTANTIATING DATA FOR FINAL PAYMENT

- A. Submit properly executed final lien releases provided by Contractor, subcontractors and suppliers in compliance with the form provided in Appendix C.
- B. Submit fully executed Warranty Bond in compliance with the form provided in Appendix B.
- C. Submit fully executed Consent of Surety to Final Payment in compliance with the form provided in Appendix C.
- D. Submit record documents in compliance with the requirements specified in Section 01720 (Project Record Documents).

1.06 SUBMITTAL PROCEDURE

- A. Confer with the Owner's Representative regarding the requested quantities for all payment items in the Application for Payment. Obtain approval of the Owner's Representative regarding the requested quantities prior to preparing the draft Application for Payment.
- B. Submit draft Application for Payment and all required substantiating data (electronic version, PDF format) to the Engineer at the time stipulated in the Contract Documents. Review the draft application and substantiating data with the Engineer to resolve any conflicts or discrepancies.
- C. Once the draft Application for Payment and substantiating data have been reviewed and approved by the Engineer, submit two (2) original hard copies of the application and substantiating data to the Engineer for Engineer's certification and transmittal to the Owner.
- D. When the Owner finds the application and substantiating data to be properly completed and correct, Owner will process the Application for Payment in conformance with stipulations provided in the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01041

PROJECT COORDINATION

PART 1 - GENERAL

1.01 CONTRACTOR FORCES

- A. The Contractor shall furnish personnel and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of Work and a rate of progress which will ensure the completion of the Work within the time stipulated in the Contract.

1.02 PRIVATE LAND

- A. The Contractor shall not enter or occupy private land outside the site, except by written permission of the appropriate owners. Contractor shall provide Owner a copy of such written permission.

1.03 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Engineer.

1.04 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any work under this Contract shall cooperate with the Contractor and his subcontractors or trades, and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, filling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the Engineer.

1.05 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed Work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the Contractor at his own expense.
- B. If, in the final inspection of the Work, any defects, faults or omissions are found,

the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other Work undertaken herein, for at least the warranty period described in the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01050

FIELD ENGINEERING AND RECORD SURVEY

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Provide field engineering and surveying services for project as indicated on Drawings and specified in this Section.
- B. Provide record survey prepared by a Florida Professional Land Surveyor.

1.02 QUALIFICATIONS OF SURVEYOR

- A. Florida Professional Land Surveyor.

1.03 SURVEY REFERENCE POINTS

- A. Establish all vertical and horizontal controls required for construction.
- B. Locate and protect control points prior to starting site work, and preserve permanent reference points during construction.
 - 1. Make no changes or relocations of such points without prior written notice to Engineer.
 - 2. Report to Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. Require surveyor to replace control points which may be lost or destroyed. Establish replacements based on original survey control.

1.04 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of two permanent bench marks on the project site, all referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- B. The X, Y and (Z) location shall be based on the coordinate system Florida East Zone State Plane Coordinate Feet NAD 83. Acceptable position accuracy shall be sub-meter or better for compatibility with Global Positioning System (GPS) equipment. The vertical datum used shall be NAVD 88.
- C. Establish lines and levels, locate and lay out, by instrument and similar appropriate

means.

- D. Verify layouts by same methods from time to time.
- E. For segments of irrigation main to be installed via open cut, prior to construction, stake the centerline of the main at minimum 50' intervals and at all changes in horizontal direction. Review the installed stakes with the Engineer and make any necessary adjustments to the planned irrigation main location as directed by the Engineer.

1.05 RECORDS

- A. Maintain a complete, accurate log of control and survey work as it progresses.
- B. On completion of construction, prepare a certified survey showing the following information. All horizontal locations shall be provided in State Plane Coordinates and shall also be referenced to the construction station line, including offset dimensions.
 - 1. Horizontal locations and vertical elevations of all valves and fittings.
 - 2. For irrigation main installed via open cut, provide horizontal locations and vertical elevations of the irrigation main at 100-ft intervals and at all changes in horizontal offset.
 - 3. Irrigation main that is directionally drilled shall be horizontally and vertically located every 20 feet along the bore. Provide this information by submitting boring logs and by drawing the as-built locations of the bored irrigation main on the record drawings based on the boring logs.

1.06 SUBMITTALS

- A. Record Drawings are to be prepared by the Contractor, certified by the Contractor's licensed surveyor, and delivered to the Engineer for review. The Engineer will review the drawings for completeness in accordance with the requirements of this section within seven (7) full working days. For preliminary review, submittal in ACAD and PDF format is sufficient and signed and sealed copies are not necessary. If the drawings are found to be incomplete or inaccurate, the drawings will be returned to the Contractor for correction.
- B. Final submittal of complete Record Drawings for each completed portion of the Project shall consist of three (3) sets signed and sealed by the Contractor's licensed surveyor plus ACAD and PDF files of the Record Drawings delivered to the Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01065

PERMITS AND FEES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Contractor shall obtain and pay for all permits and licenses, including, but not limited to, the following:
 - 1. Florida Department of Environmental Protection – Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities (see specification Section 01415).
 - 2. Water Management District - Dewatering Permit.
 - 3. Lake County Right-of-Way Utilization Permit (for CR 455 crossing).
 - 4. Lake County Tree Removal Permit.
- B. Contractor shall pay all permitting fees and construction inspection fees as imposed by regulatory agencies that have project jurisdiction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Engineer shall schedule and administer a pre-construction meeting, monthly progress meetings, and specifically called meetings throughout the progress of the Work. The Engineer shall:
 - a. Prepare agenda for meetings.
 - b. Make physical arrangements for meetings.
 - c. Preside at meetings.
 - d. Prepare written summary of meeting discussions.
2. Representatives of Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
3. The Contractor shall attend meetings to ascertain that work is expedited consistent with the Contract Documents and construction schedules.

B. Related Requirements Described Elsewhere:

1. Construction Schedules: Section 01310.
2. Shop Drawings, Working Drawings, and Samples: Section 01340.
3. Project Record Documents: Section 01720.

1.02 PRE-CONSTRUCTION MEETING

- A. Schedule a pre-construction meeting no later than twenty (20) days after date of Notice to Proceed.
- B. Location: a local site, convenient for all parties, designated by the Engineer.
- C. Attendance:

1. Owner
 2. Engineer
 3. Owner's Representative
 4. Contractor and his superintendent.
 5. Others as requested by the Contractor, Owner and Engineer.
- D. The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The suggested agenda should include:
1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Project schedules.
 2. Critical work sequencing: relationships and coordination with other contracts and/or work.
 3. Major equipment deliveries and priorities.
 4. Project coordination: designation and responsible personnel.
 5. Procedures and processing of the following items (as applicable for the particular project):
 - a. Field decisions.
 - b. Proposal requests.
 - c. Request for information.
 - d. Submittals.
 - e. Change orders.
 - f. Applications for payment.
 6. Submittal of Shop Drawings, project data and samples.
 7. Adequacy of distribution of Contract Documents.

8. Procedures for maintaining Record Documents.
9. Use of premises:
 - a. Office, work and storage areas.
 - b. Owner's requirements.
 - c. Access staging areas.
10. Construction facilities, controls and construction aids.
11. Temporary utilities.
12. Safety and first aid procedures.
13. Check of required bond and insurance certifications.
14. Completion time for contract and liquidated damages.
15. Request for extension of contract time.
16. Progress meetings.
17. Security procedures.
18. Procedures for making partial payments.
19. Guarantees on completed work.
20. Equipment to be used.
21. Staking of work.
22. Project inspection.
23. Labor requirements.
24. Laboratory testing of material requirements.
25. Provisions for material stored on site.
26. Requirements of other organizations.
27. Rights-of-way and easements.

28. Housekeeping procedures.
29. Liquidated damages.
30. Posting of signs.
31. Pay request submittal dates.
32. Equal opportunity requirements.

1.03 PROGRESS MEETINGS

- A. The Engineer shall schedule and conduct regular periodic meetings. The progress meetings will be held every thirty (30) days or at other times as required by the progress of the Work. The first meeting shall be held within thirty (30) days after the pre-construction meeting or thirty (30) days or less after the date of Notice to Proceed.
- B. Hold called meetings as required by progress of the Work.
- C. Location of the meetings: a local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
 1. Owner
 2. Engineer
 3. Contractor.
 4. Owner's Representative
 5. Subcontractors (active on the site).
 6. Others as appropriate to the agenda (suppliers, manufacturers, other subcontractors, etc.).
- E. The Engineer shall preside at the meetings and provide a written summary of the meeting discussions. The purpose of the meetings will be to review the progress of the Work. The agenda will include, but may not be limited to, the following:
 1. Review of work progress since previous meeting and upcoming Work activities.

2. Field observations, problems, conflicts.
3. Problems which impede construction schedule.
4. Review of off-site fabrication, delivery schedules.
5. Corrective measures and procedures to regain projected schedule.
6. Status of approved construction schedule.
7. Progress schedule during succeeding work period.
8. Coordination of schedules.
9. Review status of submittals, expedite as required.
10. Maintenance of quality standards.
11. Pending changes and substitutions.
12. Review proposed changes for:
 - a. Effect on construction schedule and completion date.
 - b. Effect on other contracts of the Project.
13. Construction schedule.
14. Critical/long lead items.
15. Other business.

F. The Contractor is to attend progress meetings and is to study previous meeting summaries and current agenda items, and shall be prepared to discuss pertinent topics and provide specific information including, but not limited to:

1. Status of all submittals and what specifically is being done to expedite them.
2. Status of all activities behind schedule and what specifically will be done to regain the schedule.
3. Status of all material deliveries, latest contact with manufacturer and specific actions taken to expedite materials.
4. Status of open deficiencies and what is being done to correct the same.

- G. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section 01340: Shop Drawings, Working Drawings and Samples.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Within ten (10) days after the date of the Notice of Award, the Contractor shall prepare and submit to the Owner a projected construction progress schedule demonstrating complete fulfillment of all requirements for planning, coordinating and performing the Work under this Contract (including all activities of Subcontractors and Suppliers).
2. Submit revised progress schedules on a monthly basis. No progress payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.
2. Shop Drawings, Working Drawings, and Samples.

1.02 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar for each trade or operation within each structure or item.
2. Horizontal time scale:
 - a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for Contract completion.
 - b. Identify the first work day of each month.
3. Scale and Spacing: To allow space for notations and future revisions.
4. Maximum Sheet Size: 11 inches x 17 inches

B. Format of Listing: The chronological order of the start of each item of Work.

- C. Identification of Listings: By major specification section numbers as applicable.

1.03 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a one-week increment scale.
- B. Submittals Schedule for Shop Drawings in Accordance with Contract Documents:
 - 1. The dates for Contractor's submittals.
- C. A typewritten list of all long lead items (equipment, materials, etc.).
- D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of Work required for the performance of the Contract shall not excuse the Contractor from completing all Work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.

1.04 SUBMISSIONS

- A. Submit initial schedule to the Engineer within ten (10) days after Notice of Award.
 - 1. The Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, resubmit within seven (7) days after return of review copy.
- B. Upon approval of the initial schedule, add calendar dates to the bar chart corresponding to day from Notice to Proceed.
- C. Submit updated progress schedules with that month's application for payment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01315
PRECONSTRUCTION VIDEO

PART 1 - GENERAL

1.1 Description

- A. Provide continuous color audio-DVD recording within the proposed Construction Area to serve as a record of pre-construction conditions.
- B. Supplement audio video recording with digital color photographs for areas which require details not ascertainable on the DVD.

1.2 Definitions

Construction Area: All areas used for construction of the proposed improvements, temporary construction, stockpile areas, staging and storage areas, and entry and exit points used by equipment, delivery vehicles, service vehicles, and other vehicles used for transport of labor, equipment, and materials to the job site.

1.3 Qualifications

The preconstruction audio-video recording shall be of professional quality that will clearly log an accurate visual description of existing conditions within the proposed Construction Area. Any portion of the digital recording that is determined by the Owner or Engineer to be unacceptable in the documentation of the existing conditions shall be re-filmed at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 General

The total video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the Project. The digital portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of picture imperfection. The audio portion of the recording shall produce the commentary of the camera operator with proper volume, clarity, and shall be free from distortion. The recording system shall utilize EIA standard video and RGB compatible video.

2.2 Camera

The camera used in the recording system shall be capable of recording in true color and on standard format DVD.

2.3 Recorder

The recording shall be made with a DVD-based DVR. The recorder shall record the color signal with a minimum horizontal resolution of 240, 4:3 lines, aspect ratio, MPEG-2 video, stored at a resolution of 720 x 480 (NTSC). Audio shall be recorded using Dolby Digital (AC-3) minimum.

2.4 Video Disk

The video disk used for the recordings shall be high resolution, extended still frame capable. The video disk shall be new and thus shall not have been used for any previous recording.

2.5 Video Playback Compatibility

The recorded DVD shall be compatible for playback with any TV Standard DVD player.

PART 3 - EXECUTION

3.1 General

- A. The recordings shall contain coverage of all surface features within the proposed Construction Area.
- B. The surface features documented in the recordings shall include, but not be limited to, swales, ponds, culverts, utilities, poles, trees, landscaping, parking areas, roadways and fences.
- C. The recordings shall also document the existence or nonexistence of any faults, fractures, or defects, and existing man made material such as debris, construction stockpiles, trash, and fuel containers.
- D. Each video recording of each DVD shall include a simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the feature being shown in the video portion of the recording. The audio recording also shall be free from any conversations between the camera operator and any other production technicians.
- E. All DVDs shall be permanently labeled and shall be properly identified by video

number, Project title, and date(s) of the recording.

- F. Each video shall have a log of that video's contents. The log shall describe the various segments of coverage contained on that video in terms of the names of streets or easements, coverage beginning and end, directions of coverage, and video unit counter numbers.

3.2 Recording Schedule

- A. The recording shall be performed prior to the placement of any construction materials or equipment within the proposed Construction Area.
- B. The Contractor shall coordinate the video recording with the construction schedule so that those portions of the construction that will be completed first will be recorded first.
- C. The Contractor shall deliver the video recordings to the Owner upon their completion. Upon delivery of the DVD's, transfer of ownership of those DVD's shall be made to the Owner.

3.3 Visibility

All recordings shall be performed during times of good visibility. No recording shall be done during periods of significant precipitation, mist, or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subject, and to produce bright, sharp video recordings of those subjects. No recording shall be performed when more than 10% of the area to be recorded contains debris or obstructions unless otherwise authorized by the Engineer.

3.4 Continuity of Coverage

- A. In order to increase the continuity of the coverage, the coverage shall consist of a single, continuous, unedited recording which begins at one end of a particular construction area. However, where coverage is required in areas not accessible by conventional wheeled vehicles and smooth transport of the recording system is not possible, it will be necessary for the camera operator to access such areas on foot.
- B. The average rate of travel during a particular segment of coverage (e.g., coverage of one side of the street) shall be directly proportional to the number, size, and value of the surface features within that construction area's zone of influence.

3.5 Camera Height and Stability

When conventional wheeled vehicles are used as conveyances for the recording system, the distance between the camera lens and the ground shall not be more than 10 feet. The camera shall be firmly mounted, such that transport of the camera during the recording process will not cause any unsteady picture.

3.6 Camera Control

Camera pan, tilt, zoom-in, and zoom-out rates shall be sufficiently controlled such that recorded objects will be clearly viewed during video playback. In addition, all other camera and recording system controls, such as lens, focus, and aperture, video level, pedestal, chroma, white balance, and electrical focus, shall be properly controlled or adjusted to maximize recorded picture quality.

3.7 Viewer Orientation Techniques

The audio and video portions of the recording shall maintain viewer orientation. To this end, overall establishing views and visual displays of all visible house and building addresses shall be utilized. In easements where the proposed construction location will not be readily apparent in the recorded video, highly visible yellow flags shall be placed in such a fashion as to clearly indicate the proposed centerline of construction.

3.8 Areas to be Video Recorded

- A. The Contractor shall give the Owner sufficient prior notice of such entry so that property owners may be advised of, and their permission obtained for, the Work.
- B. All video recording shall be done during regular business hours, unless otherwise specified by the Owner. The Contractor shall enter and leave private property in a professional and orderly, workmanlike manner.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES

1.00 GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of Work, including, but not limited to, those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications.
2. Within ten (10) days after date of Notice to Proceed, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
3. The Contractor shall maintain an accurate updated submittal log and shall bring this log to each scheduled progress meeting with the Owner and the Engineer. This log should include the following items:
 - a. Submittal-description and number assigned.
 - b. Date to Engineer.
 - c. Date returned to Contractor (from Engineer).
 - d. Status of submittal (Approved, Approved as Noted, Revise and Resubmit, Not Approved).
 - e. Date of resubmittal and return (as applicable).
 - f. Date material release (for fabrication).

- g. Projected date of fabrication.
- h. Projected date of delivery to site.
- i. Specification section.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the Specifications, the Contractor shall note the exception in the letter or transmittal to the Engineer.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied with a transmittal letter containing the following information:

1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. The number of each shop drawing, project data, and sample submitted.
 5. Notification of deviations from Contract Documents.
- G. The Contractor shall submit one (1) electronic copy of each submittal (PDF format) to the Engineer. The Engineer will return one (1) annotated copy of each submittal (PDF format) to the Contractor.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any materials or from proceeding with any part of Work prior to the completion of the review by Engineer of the necessary Shop Drawings.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of material, equipment, device, or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.
 3. as approving departures from Specifications furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations per paragraph 1.02 A, and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.

- D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review being so stamped and dated. Shop Drawings stamped "REVISE AND RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections required by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first and second resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the Owner.
- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instruction from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to

the Work by striking or cross-hatching.

- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Project title and number.
 - 2. Name of project building or structure.
 - 3. Number and title of the shop drawing.
 - 4. Date of shop drawing or revision.
 - 5. Name of contractor and subcontractor submitting drawing.
 - 6. Supplier/manufacturer.
 - 7. Separate detailer when pertinent.
 - 8. Specification title and number.
 - 9. Specification section.
- E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment list, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment list shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall

provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

- H. Only the Engineer will utilize the color "red" in marking Shop Drawing submittals.

1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and falsework; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.
- B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculations or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working drawings must have been reviewed without specific exceptions by the Engineer, which review will be for general conformance and will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefore.

1.06 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.
3. A minimum of two samples of each item shall be submitted.

C. Each sample shall have a label indicating:

1. Name of project.
2. Name of contractor and subcontractor.
3. Material or equipment represented.
4. Place of origin.
5. Name of producer and brand (if any).
6. Location on project.

(Samples of finished materials shall have additional marking that will identify them under the finished schedules).

- D. The Contractor shall prepare a transmittal letter for each shipment of samples containing the information required in paragraph 1.06 C. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of samples shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

2.00 PRODUCTS (NOT USED)

3.00 EXECUTION (NOT USED)

END OF SECTION

SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various portions of the Work, within ten (10) days after date of Notice to Proceed.
2. Upon request of the Engineer, support the values with data which will substantiate their correctness. The data shall include, but not be limited to, quantity of materials, all sub-elements of the activity and their units of measure.
3. The Schedule of Values shall establish the actual value for each activity of the Work and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on an 8-1/2 inch x 11 inch or 8-1/2 inch by 14 inch white paper. Contractor's standard forms and computer printout will be considered for approval by the Engineer upon Contractor's request. Identify schedule with:

1. Title of project and location.
2. Engineer and project number.
3. Name and address of Contractor.
4. Contract designation.
5. Date of submission.

B. Schedule shall itemize the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing progress payments during construction.

C. For the various portions of the Work:

1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.

1.03 REVIEW AND RESUBMITTAL

A. After review by Engineer, revise and resubmit Schedule of Values as required.

B. Resubmit revised Schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01380

CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The Contractor shall take construction record photographs monthly during the course of the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Project Record Documents: Section 01720.

1.02 PHOTOGRAPHY REQUIRED

- A. Photographs taken in conformance with this Section shall be furnished to the Engineer with each Application for Payment.
- B. Photographs shall be taken monthly and shall cover all work in progress. Views taken shall be as required to accurately show all work in progress as claimed by the Contractor in the Application for Payment. Upon completion of the project, photographs of all completed work shall be taken.
- C. Quantities Required:
 - 1. Provide one (1) digital photograph of each view.

1.03 COSTS OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified photography.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.
- B. Correct exposure and focus.

1. High resolution and sharpness.
2. Maximum depth-of-field.
3. Minimum distortion.

3.02 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
 1. At successive periods of photography, take at least one (1) photograph from the same overall view as previously.
 2. Consult with the Engineer at each period of photography for instructions concerning views required.

3.03 DELIVERY OF PHOTOGRAPHS

- A. Transmit digital photographs to the Engineer to accompany each Application for Payment.

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work:
 - 1. An Independent Testing Laboratory shall be employed by the Contractor (at Contractor's cost) to perform laboratory testing specifically indicated on the Contract Documents or specified in the Specifications.
 - 2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
- B. Testing laboratory inspection, sampling and testing is required for, but not limited to, the following:
 - 1. Materials testing.
 - 2. Soil compaction testing.
 - 3. Concrete testing.

1.02 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

- A. Cooperate with Owner, Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specific standards; ASTM, other recognized authorities, and as specified.
 - 2. Determine and report on compliance with requirements of Contract Documents.
- C. Promptly notify Owner, Engineer and Contractor of material or operations which do not meet the specifications.
- D. Promptly submit three (3) copies of reports of inspections and tests to Owner

and Engineer, including:

1. Date issued.
 2. Project title.
 3. Testing laboratory name and address.
 4. Name and signature of inspector.
 5. Date of inspection or sampling.
 6. Record of temperature and weather.
 7. Date of test.
 8. Identification of product and specification section.
 9. Location in project.
 10. Type of inspection or test.
 11. Compliance with Contract Documents or not.
- E. Perform additional services as required to comply with project requirements.
- F. Laboratory is not authorized to:
1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Approve or reject any portion of work.
 3. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to Work and manufacturer's operations.
- B. Secure and deliver to the laboratory adequate representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard

specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 - 3. To facilitate inspections and tests.
 - 4. For storage and curing of test samples.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. The Contractor shall be responsible for all re-testing costs after the initial tests have documented non-compliance with specified standards.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01415

STORMWATER POLLUTION PREVENTION / NPDES REQUIREMENTS

PART 1 - GENERAL

1.01 Section Includes

Stormwater Pollution Prevention Plan requirements and recommendations under the NPDES program for construction projects located in Florida.

1.02 Purpose

The purpose of this section is to outline minimum requirements for stormwater pollution prevention as required under the NPDES program. There may be more stringent local government or Owner requirements for Erosion and Sediment Control, which would be located in the Specifications or on the Drawings. The more stringent requirement governs.

1.03 Related Sections

- A. Section 01065 – Permits and Fees
- B. Section 01568 - Erosion and Sedimentation Control

1.04 Abbreviations

- A. NPDES - National Pollution Discharge Elimination System
- B. SWPPP - Stormwater Pollution Prevention Plan
- C. NOI - Notice of Intent
- D. NOT - Notice of Termination

1.05 Definitions

The term “NPDES Generic Permit” means the State of Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

1.06 Construction Projects Requiring Compliance with NPDES Generic Permit

- A. All projects 1 or more acres in size that discharge to offsite areas.

- B. Smaller projects that are in the same construction corridor as larger construction projects where the larger project is 1 or more acre in size and is required to comply with the NPDES Generic Permit. In this case, even if the smaller project is less than 1 acre in size, the smaller project must comply with the NPDES Generic Permit.

1.07 General Requirements

- A. Construction of this Project is required to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) Generic Permit for Stormwater Discharge from Small and Large Construction Activities.
- B. In order to meet NPDES requirements, the Contractor is responsible for preparing a Stormwater Pollution Prevention Plan (SWPPP), implementing, inspecting, maintaining, and reporting on all elements of the SWPPP, completing and submitting the required Notice of Intent (NOI) and Notice of Termination (NOT) forms as the Operator, and paying all associated fees. Copies of the NPDES Generic Permit, NOI, and NOT forms, and permit application fee information are available for download at <https://floridadep.gov/water/stormwater/content/construction-activity-cgp>.
- C. The Contractor must include in the SWPPP the names and addresses of all subcontractors working on this Project who will be involved with the major construction activities that disturb site soil or who implement a pollutant control measure. These subcontractors, in addition to the Contractor, shall comply with the requirements of the NPDES Generic Permit and any local governing agency having jurisdiction concerning erosion and sedimentation control, and shall sign a copy of the certification statement in the SWPPP.
- D. The SWPPP shall describe and ensure the implementation of best management practices which will be used to reduce the pollutants in stormwater discharge associated with construction activity and to assure compliance with the terms and conditions of the NPDES Generic Permit. The erosion and sediment control measures shown on these Drawings are the minimum required and are to be installed prior to construction. The Contractor is responsible for complying with all applicable rules, regulations and water quality standards and may need to install additional controls to meet these requirements.

1.08 SWPPP Implementation and Submittal Requirements

- A. The SWPPP shall be completed prior to submittal of the NOI and shall include the elements necessary to comply with the NPDES Generic Permit for construction activities administered by the FDEP and shall also include all local governing agency and Owner requirements. There may be more stringent local government or Owner requirements for Erosion and Sediment Control, which would be located in the Specifications or elsewhere on the

Drawings.

- B. The Contractor must file the NOI with FDEP and the Owner prior to the start of construction. Construction cannot commence until the Contractor receives a confirmation letter from FDEP. The Contractor shall also submit a copy of the NOI to the MS4 operator for all projects that discharge stormwater associated with construction activity to a municipal separate stormwater system (MS4). A copy of the NOI and a description of the Project must be posted in a prominent place for public viewing at the construction site.
- C. The SWPPP must be implemented at the start of construction. A complete copy of the SWPPP, including copies of all inspection reports, plan revisions, etc., must be retained at the Project site at all times during working hours and kept in the permanent Project records for at least three years following submission of the NOT.
- D. Final Stabilization means that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover (evenly distributed, without large bare areas) with a density of at least 70% for all unpaved areas and areas not covered by permanent structures has been established or equivalent permanent stabilization measures (such as geotextiles) have been employed. Once construction is completed and final stabilization has been achieved, the Contractor must file the NOT to FDEP, the Owner, and the MS4 operator within 14 days.

1.09 Inspections

- A. It is the responsibility of the Contractor to assure the adequacy of site pollutant discharge controls. Between the time the SWPPP is implemented and final site stabilization is achieved, all disturbed areas and pollutant controls must be inspected at least once every seven calendar days and within 24 hours following a rainfall of 0.5 inches or greater. The inspections are to be conducted by the Contractor's qualified designated representative.
- B. All inspections shall be documented in an inspection report that summarizes the scope of the inspection, the names and qualifications of personnel making the inspection; the date of the inspection; rainfall data; major observations relating to the implementation of the SWPPP, and actions taken in order to ensure compliance with NPDES requirements and the SWPPP. Such reports shall identify any incidents of non-compliance and actions taken to bring the Project into compliance. Where a report does not identify any incidents of non-compliance, the report shall contain a certification that the facility is in compliance with the NPDES requirements and the SWPPP. Each inspection report shall be signed and certified by each inspector.

1.10 Updating and Modifying the SWPPP

- A. Based on inspection results, any modifications necessary to increase effectiveness of the SWPPP to an acceptable level must be made within seven calendar days of the inspection.
- B. The SWPPP must be updated each time there are significant modifications to the pollutant prevention system or a change of contractors working on the Project who disturbs site soil. For construction activities where the operator changes, the new operator shall file an NOI for coverage under this permit before assuming control of the Project and the previous operator shall file an NOT to terminate permit coverage in accordance with the NPDES Generic Permit. Amendments to the plan shall be prepared, signed, dated, and kept as attachments to the original SWPPP.

1.11 Minimum SWPPP Provisions

- A. Each SWPPP shall provide a description of pollutant sources and other information including a description of the nature of the construction activity; the intended sequence of major activities which disturb soils for major portions of the site; estimates of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading, or other construction activities; existing data describing the soil or the quality of any discharge from the site and an estimate of the size of the drainage area for each discharge point; a site map indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of soil disturbance, an outline of areas which may not be disturbed, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters, wetlands, and locations where stormwater is discharged to a surface water or MS4; and the latitude and longitude of each discharge point and the name of the receiving water(s) for each discharge point.

1.12 Minimum Erosion and Sediment Control Construction Requirements

- A. Stabilize all construction site exits with coarse aggregate or other approved materials, in accordance with details on the Drawings. Other minimum construction requirements that need to be implemented in order to comply with the NPDES Generic permit include installation of sediment barriers down slope from construction activities that disturb site soil; constructing rock surface temporary parking areas; installation of sediment barriers down slope prior to clearing and grubbing; installation of sediment barriers on the down slope side of utility construction and soil stockpiles; and the installation of sediment barriers on the down slope side of grading activities.
- B. Stabilization measures shall be initiated as soon as practicable, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased.

- C. The Owner has the authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, trenching, borrow and embankment operations. The Owner also has authority to direct Contractor to provide immediate permanent or temporary erosion and sediment control measures.
- D. The Contractor shall respond to erosion and sediment control maintenance requirements or implement additional measures to control erosion ordered by Owner or governing authorities within 48 hours or sooner if required at no additional cost to the Owner.
- E. The Contractor shall incorporate permanent erosion control features into Project at earliest practical time to minimize need for temporary controls.
- F. For drainage basins with 10 or more disturbed acres at one time, a temporary (or permanent) sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent control measures, shall be provided where attainable until final stabilization of the site. The 3,600 cubic feet of storage area per acre drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin. For drainage basins with 10 or more disturbed acres at one time and where a temporary sediment basin providing 3,600 cubic feet of storage per acre drained, or equivalent controls is not attainable, a combination of smaller sediment basins and/or sediment traps and other BMPs should be used. At a minimum, silt fences, or equivalent sediment controls are required for all sideslope and downslope boundaries of the construction area.
- G. Water trucks shall be used as needed during construction to reduce dust generated on the site. Dust control must be provided by the Contractor and shall be in compliance with applicable local and state dust control regulations.

1.13 Maintenance Requirements

- A. Maintain all erosion and sediment control measures throughout construction. Repair or replace all damaged sediment barriers. Remove accumulated sediment along all silt fences where the height of the sediment exceeds one-third of the height of the silt fence. Inspect all temporary and permanent grassing areas and re-grass where there are bare spots, washouts, or unhealthy growth.
- B. At the completion of construction, once final stabilization has been achieved, clean all accumulated sediment from all storm structures, pipelines, and stormwater ponds. Remove all temporary sediment controls upon receipt of authorization to remove has been received from the Owner or Engineer. Note that this may not occur for some time after construction activities have been

completed, in order to ensure their removal has not occurred until final stabilization has been achieved to the satisfaction of the Owner and Engineer.

1.14 Stormwater Discharge Provisions

- A. Non-stormwater components of site discharge must be clean water. Water used for construction, which discharges from the site, must originate from a public water supply or private well approved by the governing local agency. Water used for construction that does not originate from an approved public supply must not discharge from the site. Allowable non-stormwater discharges include discharges from fire fighting activities; fire hydrant flushing; water used to wash vehicles or control dust; water flowing from potable sources and water line flushing; Irrigation drainage; and runoff from pavement wash down where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents have not been used.
- B. Solid materials, including building materials, are not allowed to be discharged from the site with stormwater. All solid waste, including disposable materials incidental to the major construction activities, must be collected and placed in containers. The containers shall be emptied periodically by a contract trash disposal service and hauled away from the site.
- C. Substances that have the potential for polluting surface and/or groundwater must be controlled by whatever means necessary in order to ensure that they do not discharge from the site. As an example, special care must be exercised during equipment fueling and servicing operations. If a spill occurs, it must be contained and disposed so that it will not flow from the site or enter groundwater, even if this requires removal, treatment, and disposal of soil in accordance with local and state regulations.
- D. All personnel involved with construction activities must comply with state and local sanitary or septic system regulations. Temporary sanitary facilities shall be provided at the site throughout the construction phase. They must be utilized by all construction personnel and shall be serviced by a commercial operator.
- E. Discharges resulting from groundwater dewatering activities at construction sites are permitted provided the groundwater is free of sediments, is not contaminated, and dewatering occurs in accordance with state and local governing agency regulations.
- F. Chemicals, paints, solvents, fertilizers, and other toxic material must be stored in waterproof containers. Except during application, the contents must be kept in trucks or within storage facilities. Runoff containing such material must be collected, removed from the site, treated, and disposed at an approved solid

waste or chemical disposal facility.

- G. The discharge of hazardous substances or oil in the stormwater discharge(s) from a facility or activity shall be prevented. This does not relieve the operator of the reporting requirements of 40 CFR part 117 and 40 CFR part 302. The operator shall submit within 14 calendar days of knowledge of the release a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and remedial steps to be taken. The SWPPP must be modified within 14 calendar days of knowledge of the release to: provide a description of the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan must be modified where appropriate.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Provide temporary facilities required for construction, testing and cleaning purposes. Such facilities may include, but are not necessarily limited to, the following:

1. By Contractor:
 - a. Telephone.
 - b. Storage sheds.
 - c. Temporary water service.
 - d. Temporary sanitary facilities.
 - e. Temporary electrical service.
2. By Owner:
 - a. None.

1.02 TEMPORARY WATER

- A. Furnish and install temporary water service for use throughout the construction period.
1. Water for construction purposes.
 2. Water for other purposes.
 - a. Testing.
 - b. Cleaning.
- B. Maintain adequate volume of water for all purposes.
- C. Water Source: metered water purchased from the Bella Collina CDD.

- D. Maintain strict supervision of use of temporary services.
 - 1. Enforce conformance with applicable codes and standards.
 - 2. Enforce sanitary practices.
 - 3. Prevent waste of water.
 - 4. Prevent abuse of services.

1.03 TEMPORARY ELECTRICITY

- A. Furnish and install temporary electric power service for construction needs throughout construction period.
 - 1. Power centers for miscellaneous tools and equipment used in construction work.
 - 2. Power for construction equipment.
 - 3. Power for testing and checking equipment.
- B. Capacity:
 - 1. Adequate electrical service for construction use by all trades during construction period.
- C. Power Source: portable generator provided by Contractor.
- D. Maintain strict supervision of use of temporary services:
 - 1. Enforce conformance with applicable standards.
 - 2. Enforce safe practices.
 - 3. Prevent abuse of services.
- E. Requirements of Regulatory Agencies:
 - 1. Comply with applicable codes.
 - a. National Electrical Code.
 - b. National Electrical Safety Code.

- c. National Fire Protection Association.
- d. Federal, state and local codes.

1.04 TEMPORARY SANITARY FACILITIES

- A. Furnish and install temporary sanitary facilities for use throughout construction period.
 - 1. Potable water for construction personnel:
 - a. Portable containers to dispense drinking water.
 - b. Maintain temperature between 45 degrees F. and 55 degrees F.
 - 2. Enclosed toilet facilities for construction personnel.
- B. Minimum number of fixtures:
 - 1. Toilets and Urinals
 - a. For less than 20 employees: One toilet.
 - b. For 20 or more employees: One toilet and one urinal per 40 workers.
- C. Maintain strict supervision of use of facilities:
 - 1. Enforce conformance with applicable standards.
 - 2. Maintain, service and clean facilities.
 - 3. Enforce proper use of sanitary facilities.
- D. Cost of Installation and Operation:
 - 1. Pay costs of temporary sanitary facilities, including costs of installation, maintenance and removal.
 - 2. Pay service charges for use of portable units.
- E. Facility Locations.
 - 1. Within the project site.
 - 2. Drinking Water: Convenient for use of personnel in relation to work.

3. Toilet facilities.
 - a. Secluded from public observation.
 - b. Convenient for use of personnel in relation to work.
 4. Obtain acceptance of Engineer.
- F. Enclosure for Toilet Facilities:
1. Weatherproof, sight-proof, sturdy temporary enclosures.
 2. Insect-proof screening, adequate natural ventilation.
- G. Requirements of Regulatory Agencies:
1. Obtain and pay for permits as required by governing authorities.
 2. Comply with federal, state, and local codes.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General:
1. Materials may be new or used, but must be adequate for purpose required, sanitary and must not violate requirements of applicable codes.
 2. At Contractor's option, patented specialty products may be used, in compliance with applicable codes.

2.02 ELECTRICITY

- A. Provide required facilities including, but not limited to, transformers, conductors, poles, conduits, raceways, breakers, fuses and switches.
- B. Provide appropriate enclosures for environment in which used, in compliance with NEMA standards.

2.03 TEMPORARY SANITARY FACILITIES

- A. Drinking Water Facilities (Portable Containers):

1. Tightly closed, equipped with dispensing tap.
2. Clearly label contents.
3. Do not use for other purposes.
4. Provide single-service disposable cups, with sanitary container for unused cups, and receptacles for used cups.

B. Toilet Facilities

1. Portable Toilets; either:
 - a. Chemical toilets.
 - b. Recirculating toilets.
 - c. Combustion toilets.
2. Toilet Tissue: Provide at each toilet, on suitable dispenser.

PART 3 EXECUTION

3.01 GENERAL

- A. Install work in a neat and orderly manner.
- B. Make structurally sound throughout.
- C. Maintain to provide continuous service.
- D. Modify and extend service as work progress requires.

3.02 TEMPORARY WATER

- A. Location:
 1. Avoid interference with:
 - a. Traffic and work areas.
 - b. Materials handling equipment.
 - c. Storage areas.

3.03 TEMPORARY ELECTRICITY

- A. Locate to avoid interference with:
 - 1. Traffic and work areas.
 - 2. Cranes.
 - 3. Material handling equipment.
 - 4. Storage areas.
- B. Wire all safety devices specified for final operation of equipment.
- C. Check operation of safety devices.

3.04 TEMPORARY SANITARY FACILITIES

- A. Portable Toilets:
 - 1. Erect securely, and anchor to prevent dislocation.
 - 2. Service as often as necessary to prevent accumulation of wastes, and creation of unsanitary conditions.

3.05 REMOVAL

- A. Completely remove temporary materials and equipment upon completion of construction.
- B. Clean, and repair damage caused by installation and restore to specified, or original condition.

END OF SECTION

SECTION 01541

SAFETY

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Requirements of applicable governmental agencies and the Standard Conditions of the Contract Documents apply to this Section.

1.02 SUMMARY

- A. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- B. Safety of Persons and Property:
 - 1. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - a. All of the Contractor's, Owner's, and Engineer's onsite staff.
 - b. All other persons who may be affected thereby.
 - c. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any Subcontractors or Sub-subcontractors.
 - d. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of the Owner or other public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- E. The Contractor shall designate a responsible member of his organization at the site whose duty shall be construction safety and prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

- F. The Contractor shall not load or permit any part of the Work or site to be loaded so as to endanger its safety.
- G. Emergencies:
 - 1. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Notification of such occurrences must be made to the Owner as soon as practical.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01560

TEMPORARY CONTROLS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDE

- A. Noise control.
- B. Pollution control.
- C. Temporary Fire Protection.
- D. Provide and maintain methods, equipment and temporary construction, as necessary, to provide controls over environmental conditions at the construction site and related areas under Contractor's control; remove physical evidence of temporary facilities at completion of Work.

PART 2 PRODUCTS

2.01 GENERAL

- A. Submit information copy of the proposed program to Engineer, clearly indicating the following:
 - 1. Practices/systems to be installed/implemented, by specific project area related to each of the requirements listed under Part 1.01, above.
 - 2. Implementation schedule for the pollution preventive measures to be employed.

PART 3 EXECUTION

3.01 NOISE CONTROLS

- A. The noise generated by construction work may at times create a problem for the adjacent property owners. The Contractor shall be and remain sensitive to noise impacts to adjacent property owners during construction activities and recognize that, during certain time periods during the day, construction work (for instance, power drive equipment, jackhammer operations, prolonged power sawing, etc.) may be more objectionable than other time periods.
 - 1. These higher levels of noise generation may conflict with specific noise abatement regulations of authorities having jurisdiction.
 - 2. It is required that agreement be secured from adjacent property owner's and/or local authorities, as applicable, prior to scheduling any such unusual noise activity and that Contractor and all Subcontractors cooperate.

3. If any on-going activity becomes objectionable by its longevity, a time schedule shall be prepared for approval by the authorities, to enable this type of activity to continue, satisfactorily to all concerned.

3.02 EQUIPMENT AND PERSONNEL

- A. Choice of equipment shall be such as to keep noise to a minimum. Gasoline or diesel powered equipment shall be provided with proper mufflers for noise abatement, including all trucks.
 1. Personnel shall refrain from loud boisterous shouting or use of profanity.
 2. Equipment or personnel not satisfying above requirements shall be promptly replaced as directed by Owner or Engineer.

3.03 TEMPORARY FIRE PROTECTION

- A. Provide adequate fire protection in accordance with local Fire Department regulations.
 1. Provide at the project site Class "A, B and C" extinguishers not less than minimum 20 lb. dry chemical type, UL rating 20A-80B; C and Factory Mutual (FM) approved. Provide fire extinguishers per OSHA Standard.
- B. Cooperate with any direction provided by the OWNER in regard to actions taken by OWNER to control wild fires within the project area.

3.04 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel to perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
 1. Excavate and dispose of any contaminated earth off-site and replace with suitable compacted fill, topsoil and landscaping to match present condition.
- C. Take special measures to prevent harmful substances from entering public waters.
- D. Provide systems for control of atmospheric pollutants.
 1. Prevent toxic concentrations of chemicals.
 2. Prevent harmful dispersal of pollutants into the atmosphere.

3.05 DEBRIS CONTROL

- A. Maintain all areas under Contractor's control free of extraneous debris.
 - 1. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along multi-use access roads and haul routes.
 - 2. Provide containers for deposit of debris.
 - 3. Prohibit overloading of trucks to prevent spillage on multi-use access and haul routes. Do not block multi-use access routes.
- B. Provide periodic inspection of traffic areas to enforce requirements.
 - 1. Provide additional collection and disposal of debris whenever the periodic schedule is inadequate to prevent accumulation.

END OF SECTION

SECTION 01568

EROSION & SEDIMENTATION CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

A. General requirements:

1. All erosion, sedimentation and water pollution control features shall be in place prior to the start of any construction. Contractor shall be responsible for the installation and maintenance of all temporary erosion and sedimentation control features.
2. Location of the control features shall be as required to facilitate drainage and control erosion and sedimentation within and adjacent to the site.
3. As a minimum sedimentation control measure, Contractor shall:
 - a. Install silt fence where delineated on the Drawings, and around all areas which will be used for the temporary storage of materials.
 - b. Install silt fence and other sedimentation control measures as required to comply with the Stormwater Pollution Prevention Plan (SWPPP) developed by the Contractor as part of the National Pollutant Discharge Elimination System (NPDES) Generic Permit for Stormwater Discharge from Small and Large Construction Activities requirements (reference specification Section 01415).

1.02 QUALITY ASSURANCE

- ###### **A.**
- The provisions for prevention, control and abatement of erosion, sedimentation and water pollution shall be as stated in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 104, latest edition, and as required by the governing Water Management District.

1.03 SUBMITTALS

- ###### **A.**
- Procedures shall be in accordance with Section 01340.

1.04 RELATED SECTIONS

- ###### **A.**
- Section 01065 – Permits and Fees
- ###### **B.**
- Section 01415 – Stormwater Pollution Prevention / NPDES Requirements

1.05 START OF WORK

- A. Do not start work until erosion control measures are in place.

PART 2 PRODUCTS

2.01 MATERIALS

A. Silt Fence

- 1. Silt fence (filter fabric) shall be synthetic and contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six (6) months of expected usable construction life at a temperature range of 0 to 120 F.

- 2. Filter fabric shall be a pervious sheet of propylene, nylon or polyester and shall be certified by the manufacturer or supplier to conform to the following specifications:

Filter efficiency (Test VTM-51):	75%
Minimum tensile strength at 20% elongation (Test ASTM-D-1682):	120 lbs.
Tear strength (Test ASTM D2263):	50 lbs.

- 3. Filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid use of joints.
- 4. Stakes shall be 2 inch x 4 inch wood, minimum 3 feet long.

PART 3 EXECUTION

3.01 GENERAL

- A. Temporary erosion control features shall consist of, but not be limited to, staked silt fences. All items shall be installed in accordance with applicable sections of the FDOT Standard Specifications.
- B. Construct temporary erosion and sediment control measures and maintain them to prevent the pollution of adjacent water ways in conformance with the laws, rules and regulations of Federal, State and local agencies.

3.02 INSTALLATION

- A. General installation requirements for silt fence are summarized as follows:

1. The height of the silt barrier fabric shall be a minimum of 24 inches.
2. The stakes shall be spaced a maximum of 6 feet apart at the barrier location and driven securely into the ground.
3. A trench shall be excavated approximately 4 inches wide by 4 inches deep along the line of stakes. The filter fabric shall be tied or stapled to the wooden stakes and 8 inches of fabric shall be extended into the trench. The staples shall be heavy duty wire and at least one-half (1/2) inch long. The trench shall then be backfilled and the soil compacted over the filter fabric.
4. When joints are necessary, filter fabric shall be spliced together only at a support post, with a 6 inch overlap, and securely sealed.
5. Silt fence shall be maintained in place until permanent sod is installed in accordance with Section 02482 (Landscaping for Utilities).

3.03 MAINTENANCE

- A. Silt fence shall be inspected immediately after each rainfall and at least once a day during periods of prolonged rainfall. Any necessary repairs shall be made immediately.
- B. Should the fabric on a silt fence decompose or become ineffective, the installation shall be repaired or replaced immediately at no additional cost to the Owner.
- C. Sediment deposits shall be removed after each storm event. The Contractor shall repair and restore the installations to a working and effective condition to the satisfaction of the Owner.
- D. At the completion of all Work, the silt fence shall be removed unless otherwise directed by the Owner.

3.04 CONTROL OF CONTRACTOR'S OPERATIONS WHICH MAY RESULT IN WATER POLLUTION

- A. Take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs, wetlands and other sensitive areas.
- B. Do not disturb lands or waters outside the limits of construction, unless approved in advance and in writing by the Owner. No operations within wetlands or associated upland buffers are allowed.

END OF SECTION

SECTION 01570
TRAFFIC REGULATION

PART 1- GENERAL

1.1 DESCRIPTION

- A. This Section covers procedures for developing and implementing traffic control and regulation measures and maintenance of traffic in and around the construction area to provide for safe and efficient protection and movement of vehicular and pedestrian traffic/through and adjacent to the construction site areas.

1.2 REFERENCE STANDARDS

- A. General
 - 1. Codes, specifications, and standards referred to by number or title shall form a part of this Specification to the extent required by the reference thereto. Latest revisions shall apply, unless otherwise shown or specified.
- B. Florida Department of Transportation Standards (“FDOT Standards”)
 - 1. Standard Specifications for Road and Bridge Construction
 - 2. Standard Plans for Road Construction

1.3 SUBMITTALS

- A. Before closing or restricting traffic flow through any thoroughfare, the Contractor shall give written notice to and, if necessary, obtain a permit or permits from the duly constituted public authority having jurisdiction over the thoroughfare. Contractor shall also notify the applicable law enforcement, fire, and emergency services having jurisdiction in the area. Notice shall be given no less than 72 hours in advance of the time when it may be necessary in the process of construction to close or restrict traffic to such thoroughfare, or as may be otherwise required by the governing authority.

1.4 SITE CONDITIONS

- A. The Contractor shall plan construction operations such that existing local traffic access can be maintained and shall maintain during the construction such barricades, lights, flagmen, and other protective devices as appropriate, whether specified for the project or required by the local governing authority. Traffic control devices and implementation used for maintenance of traffic shall comply with the FDOT Standards.

- B. The Contractor shall conduct his work in such manner as not to unduly or unnecessarily restrict or impede normal traffic through the streets of the community. Insofar as it is practicable, excavated material and spoil banks shall not be located in such manner as to obstruct traffic. The traveled way of all streets, roads, and alleys shall be kept clear and unobstructed insofar as is possible and shall not be used for the storage of construction materials, equipment, supplies, or excavated earth, except when and where necessary. If required by duly constituted public authority, the Contractor shall, at his own expense, construct bridges or other temporary crossing structures over trenches so as not to unduly restrict traffic. Such structures shall be of adequate strength and proper construction and shall be maintained by the Contractor in such manner as not to constitute an undue traffic hazard. Private driveways shall not be closed except when and where necessary, and then only upon due advance notice to the Owner, property owner and applicable jurisdictional authority, and shall be for the shortest practicable period of time consistent with efficient and expeditious construction. The Contractor shall be liable for any damages to persons or property resulting from his work.
- C. The Contractor shall make provisions at cross streets for the free passage of vehicles and foot passengers, either by bridging or otherwise, and shall not obstruct the sidewalks, gutters, or streets, nor prevent in any manner the flow of water in the latter, but shall use all proper and necessary means to permit the free passage of surface water along the gutters. The Contractor shall immediately cart away all offensive matter, exercising such precaution as may be directed by the Owner or applicable jurisdictional authority. All material excavated shall be so disposed of as to inconvenience the public and adjacent tenants as little as possible and to prevent injury to trees, sidewalks, fences, and adjacent property of all kinds. The Contractor may be required to erect suitable barriers to prevent such inconvenience or injury.
- D. Unless otherwise required by the governing authority, maintenance of traffic in and around the construction zone shall conform to Section 102 of the FDOT Standards referenced therein.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Material and equipment incorporated into the Work:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer.
 - 3. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the work without prior approval of the Engineer.
- B. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor.
- C. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTION FOR INSTALLATION

- A. Handle, install, connect, clean, condition and adjust products in strict accord with manufacturer's instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
 - 2. Do not proceed with work without clear instructions.
- B. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.05 STORAGE AND PROTECTION

- A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, non-corrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.
- B. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weather-tight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing foreign matter.
- C. All materials and equipment to be incorporated in the work shall be handled and stored by the Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or

damage or any kind whatsoever to the material or equipment.

- D. Cement, sand and lime shall be stored under a roof and off the ground and shall be kept dry at all times. All structural and miscellaneous steel, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.
- E. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and the Contractor shall receive no compensation for the damaged material or its removal.
- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage deterioration.
- G. Protection after Installation: Provide substantial coverings and necessary to protect installed products from damage from traffic and subsequent construction operations. Remove coverings when no longer needed.
- H. The Contractor shall be responsible for all material, equipment and supplies sold and delivered to the Owner under this Contract until final inspection of the work and acceptance thereof by the Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the Owner.
- I. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract.

These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and other costs associated with making the necessary corrections.

1.06 SPECIAL TOOLS

- A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instruction in good order no

later than upon completion of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01631

PRODUCT SUBSTITUTIONS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. General provisions of Contract, including General and Supplementary Conditions and other Specification Sections apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Construction Schedules."
- C. Procedural requirements governing the Contractor's selection of products and product options are included under Section "Material and Equipment."

1.03 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
 - 1. Revisions to Contract Documents requested by the Owner or Engineer.
 - 2. Specified options of products and construction methods included in Contract Documents.
 - 3. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.04 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Engineer.

1. Submit one (1) electronic copy of each request for substitution for consideration.
- B. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
1. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 2. Samples, where applicable or requested.
 3. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 4. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors, that will become necessary to accommodate the proposed substitution.
 5. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 6. Cost information, including a proposal of the net change, if any in the Contract Price.
 7. Certification by the Contractor that the substitution proposed is equal to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
- C. Engineer's Action: Within three weeks of receipt of the request for substitution, the Engineer will notify the Contractor of acceptance or rejection of the proposed substitution.

PART 2 PRODUCTS

2.01 SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the Engineer when one or more of the following conditions are satisfied, as determined by the Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate contractors, and similar considerations.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.
- B. The Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract

Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirements stated herein and in other sections of the Contract Documents concerning administrative procedures for closing out the Work. All Contractor closeout submittals as described herein must be successfully completed within the Contract Time.
- B. Related Requirements Described Elsewhere:
 - 1. Conditions of the Agreement: Fiscal provisions, legal submittals, warranty bond and additional administrative requirements.
 - 2. Project Record Documents: Section 01720.
 - 3. The respective technical specification sections concerning closeout submittals.

1.02 SUBSTANTIAL COMPLETION

- A. When Contractor considers the Work as substantially complete, Contractor shall submit to the Engineer:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- C. Should the Engineer determine that the Work is not substantially complete:
 - 1. The Engineer will promptly notify the Contractor in writing, giving the reasons thereof.
 - 2. Contractor shall remedy the deficiencies in the Work and send a second written notice of substantial completion to the Engineer.
 - 3. The Engineer will re-inspect the Work.

- D. Once the Engineer determines that the Work is substantially complete, Engineer will issue a Certificate of Substantial Completion in conformance with Article 15.03 of the Standard General Conditions of the Construction Contract.

1.03 FINAL INSPECTION

- A. When Contractor considers the Work is complete, Contractor shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Constructed improvements have been tested in the presence of the Owner's Representative and are ready to be utilized by Owner.
 - 5. Work is completed and ready for final inspection.
- B. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Engineer consider that the Work is incomplete or defective:
 - 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete.
 - 3. The Engineer will re-inspect the Work.

1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Warranty Bond: Refer to Exhibit II in Appendix B.
- B. Project Record Documents: Refer to requirements of Section 01720.
- C. Evidence of Payment and Release of Liens: Contractor shall provide final lien releases from Contractor, subcontractors, suppliers and any other entities that have filed a Notice to Owner. Refer to Exhibit V in Appendix C.
- D. Consent of Surety to Final Payment: Refer to Exhibit VI in Appendix C.

1.05 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Price:
 - 1. The original Contract Price.
 - 2. Additions and deductions resulting from any:
 - a. Previous change orders or written amendment.
 - b. Allowances.
 - c. Deductions for uncorrected work.
 - d. Deductions for liquidated damages.
 - e. Other adjustments.
 - 3. Total Contract Price, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Price which were not previously made by Change Orders.

1.06 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Contract Documents.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01710

CLEANING AND DEMOLITION

PART 1 GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Execute cleaning and demolition during progress of the Work and at completion of the Work.
- B. Related Requirements Described Elsewhere:
 - 1. General Requirements.
 - 2. Each Specification Section: Cleaning for specific products or work.

1.02 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by the cleaning material manufacturer.
- D. Use demolition equipment according to OSHA guidelines.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.

- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site as needed and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until paint is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Maintain at the site one (1) record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications of the Agreement.
 - 5. Engineer's Field Orders or written instructions.
 - 6. Approved Shop Drawings, Working Drawings and Samples.
 - 7. Field test records.
 - 8. Construction photographs.
 - 9. Record survey.
- B. Related Requirements Described Elsewhere:
 - 1. Field Engineering and Record Survey: Section 01050
 - 2. Shop Drawings, Working Drawings and Samples: Section 01340

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format with section numbers as provided herein.

- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Engineer.
- E. As a prerequisite for monthly progress payments, the Contractor shall make available the currently updated "Record Documents" for review by the Engineer and Owner.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

- A. Label each document "Project Record" in neat large printed letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
 - 1. All underground piping with elevations and dimensions including any changes to piping location. Provide horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Also specify actual installed pipe material, class, etc.
 - 2. Field changes of locations, dimensions and details for surface improvements.
 - 3. Changes made by Field Order or by Change Order.
 - 4. Details not on original Drawings.
 - 5. Equipment and piping relocations.
 - 6. Any other deviations from the original Drawings.
- D. Specifications and Addenda: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number of Supplier of each product and item of equipment actually installed.

- 2. Changes made by Field Order or by Change Order.
 - E. Shop Drawings (after final review and approval): Maintain record drawings for each process equipment, piping, electrical system and instrumentation system.
- 1.05 SUBMITTAL
- A. At Contract closeout, deliver three sets of Record Documents to the Engineer for the Owner.
 - B. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

DIVISION 2

SITE WORK

SECTION 02100

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 Description

This section describes the work necessary to perform site preparation including, but not limited to, the removal and disposal of trees and other vegetation; clearing and grubbing; topsoil stripping; and the protection of existing improvements, both above and below ground.

1.02 Related Work

A. Related work specified elsewhere:

1. Section 02221 – Trenching, Backfilling and Compacting

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 Location of Existing Vegetation

Existing trees, shrubbery and other vegetative material may not be shown on the Drawings. Inspect the site as to the nature, location, size and extent of vegetative material to be removed or preserved, as specified herein. **All clearing and grubbing activities shall be confined within the limits of silt fence as delineated on the Drawings.**

3.02 Clearing

Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation including down timber, snags, stumps, shrubs, brush, limbs, and other vegetative growth within the areas as specified herein. Remove all evidence of their presence from the surface including sticks and branches greater than 2 inches in diameter or thickness. Remove and dispose of trash piles, rubbish, and removed fencing. Protect trees, shrubs, vegetative growth, fencing, and other items that are not required to be removed. Preserve in place all trees and shrubs that are specifically indicated on the Drawings and/or specified herein to be preserved.

3.03 Grubbing

The Contractor shall completely remove to a depth of 18 inches below the completed surface all stumps, roots, and organic or other debris protruding through the ground surface.

3.04 Top Soil Stripping

Within the limits of excavation for the proposed construction, where there is existing vegetation, strip the upper 6 to 12 inches of soil in a manner that will result in mulching the soil with the small vegetation (other than trees and large shrubs). This mulched soil shall be kept separate from the general excavation in order to permit its reuse during restoration of the sites.

3.05 Filling Depressions

Depressions resulting from grubbing operations shall be completely filled with backfilling material as defined in Section 02221 of these specifications, unless further excavation or earthwork is required.

Prior to filling, subgrade surfaces of depressions shall be free of standing water or frost. Soil materials not meeting the requirements of backfill material as defined in Section 02221 of these specifications shall be removed.

Contractor shall place fill material in horizontal layers not to exceed 12 inches in loose depth. Each layer shall be compacted at the optimum moisture content to a density equal to the surrounding soil. Surface of filled depressions shall be graded to meet adjacent contours and to provide surface water drainage.

3.06 Removal and Preservation of Trees, Shrubs and Other Plant Material

1. All trees with trunks 3 inches or larger in diameter (measured 3 feet above the ground surface) shall be preserved unless otherwise shown on the Drawings.
2. All trees, shrubs, plants, and other vegetation beyond permanent easements, rights-of-way, and/or limits of clearing and grubbing shall be protected from damage. The Contractor shall be liable for the repair and/or replacement of any such plant materials.
3. If branches of trees (which are to be preserved) extend into the working area, they may be cut and trimmed in manner that will result in a balanced appearance of the tree. Scars resulting from the removal of branches shall be treated with a tree sealant.

3.07 Disposal of Cleared Debris

The Contractor shall remove and dispose of all cleared material from the worksite in accordance with all local laws, codes, and ordinances. Haul materials to an off-site disposal area regulated and approved by the local government. On-site burial of cleared and grubbed material is strictly prohibited.

END OF SECTION

SECTION 02140

DEWATERING

1.00 GENERAL

1.01 DESCRIPTION

- A. Work under this Section includes:
 - 1. Design and installation of a temporary system for dewatering purposes as required during construction of structures, pipe lines and appurtenances.
- B. Related work specified elsewhere:
 - 1. Section 02221 – Trenching, Backfilling and Compacting

1.02 QUALITY ASSURANCE AND REGULATORY COMPLIANCE

- A. The dewatering of excavations and the disposal of water during construction shall be in strict accordance with all local and state government rules and regulations.
- B. Contractor shall obtain any necessary dewatering permits prior to initiating construction activity.

2.00 PRODUCTS

2.01 GENERAL

- A. The dewatering equipment shall be standard dewatering equipment of proven ability as designed and manufactured by firms having experience in the design and production of such equipment. The equipment furnished shall be designed, constructed, and installed in accordance with the best practices and methods.
- B. The dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils and the preserve the integrity of adjacent structures.
- C. Electric pumps shall be utilized where practicable, in order to minimize noise. Residential type mufflers shall be used on all piston driven pumps or generators.

3.00 EXECUTION

3.01 SYSTEM PERFORMANCE

- A. Structures: Maintain the groundwater table a minimum of 3 feet below the required excavation depth. Maintain this dry condition until the

foundation soil and backfill materials have been compacted to a level above the naturally occurring groundwater table.

- B. Pipe Lines: Maintain the groundwater table a minimum of 1-foot below the required excavation depth. Maintain excavation in a dry condition until backfill has been placed and compacted a minimum of 18 inches above top of pipe. In all cases, maintain dry trench at backfill level.
- C. Monitor the performance of the dewatering system during the progress of the work and make such modifications as may be required to assure that the system performs satisfactorily.
- D. Discharge water shall be clear, with no visible soil particles. Stilling ponds or other methods of filtering silt may be necessary for sumping operations. Discharge from dewatering shall be disposed of in such a manner that it will not interfere with the normal drainage of the area in which the Work is being performed, create a public nuisance, or form ponding.
- E. The operations shall not cause injury to any portion of the Work completed, or in progress, or to the surface of streets, or to private property. The dewatering operation shall comply with the requirements of appropriate regulatory agencies. Additionally, where private property will be involved, advance permission shall be obtained by the Contractor, in writing. Permission shall be obtained prior to discharging into storm drains. Discharging into sanitary sewer systems shall not be permitted.

3.02 PROTECTION AND SITE CLEANUP

- A. At all times during the progress of the work, take all reasonable precautions to prevent either tampering with the dewatering equipment or the entrance of foreign material.
- B. Immediately upon completion of the dewatering activity, remove all dewatering equipment, materials, and supplies from the site; remove all surplus materials and debris; and fill in all holes or excavations.

END OF SECTION

SECTION 02221

TRENCHING, BACKFILLING AND COMPACTING

1.00 - GENERAL

1.01 DESCRIPTION

A. Work Included:

1. Trench excavation, bedding, backfill and compaction for construction of pipe lines.
2. Minimizing disturbance in trench and grassed areas.
3. Disposal of excavated materials, including salvage of material and removal of excess, or material not suitable for reuse.
4. Maintenance of excavations.
5. Excavation and backfill of test pits.
6. Protection of all structures, buildings, utilities and landscaping.
7. Coordination of materials and compaction testing.
8. Compliance with OSHA and Florida Trench Safety Act.

B. Related Work Specified Elsewhere:

1. Section 01410: Testing and Laboratory Services
2. Section 02100: Clearing and Grubbing
3. Section 02140: Dewatering
4. Section 15062: Polyvinyl Chloride Pipe and Fittings

C. References:

1. Codes, Specifications, and Standards

Codes, specifications, and standards referred to by number or title shall form a part of this specification to the extent required by the reference thereto. Latest revisions shall apply, unless otherwise shown or specified.
2. American Association of State Highway and Transportation Officials (AASHTO) Standards

AASHTO T99 Moisture-Density Relations of Soils
 Using a 5.5-lb. [2.5 kg] Rammer and
 a 12-inch [305 mm] Drop

AASHTO T180 Moisture-Density Relations of Soils
 Using a 10-lb. [4.54 kg] Rammer and
 an 18-inch [457 mm] Drop

3. American National Standards Institute (ANSI) and American Water Works Association (AWWA) Standards

ANSI/AWWA C600-17	AWWA Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances
ANSI/AWWA C605-13	AWWA Standard for Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings
ANSI/AWWA C900-16	AWWA Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 in. - 60 in.
4. American Society for Testing and Materials (ASTM) Standards

ASTM D2487	Classification of Soils for Engineering Purposes
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5. Florida Department of Transportation (FDOT) Standards

FDOT Specification	Florida Department of Transportation Standard Specifications for Road and Bridge Construction
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1.02 QUALITY ASSURANCE

- A. Allowable Tolerances:
 1. Alignment of excavation to permit construction of utilities to the tolerances specified or indicated on the contract drawings.
 - a. Trench Bottom: Do not excavate more than necessary for proper bedding and installation.
 - b. Trench Sides: Do not excavate more than excavation line shown in section on drawings or as specified.
- B. Soil and Materials Testing
 1. Contractor shall provide and pay for, through an independent firm, materials testing and compaction inspection for quality control during construction operations. Contractor shall facilitate all testing in compliance with Section 01410 (Testing laboratory Services).
- C. Florida Trench Safety Act
 1. Contractor shall comply with all provisions of the Florida Trench Safety Act as well as applicable OSHA standards.

1.03 SUBMITTALS

A. Shop Drawings:

Prior to start of work, submit drawings, details and design analysis prepared by a professional engineer licensed to practice in Florida for the following:

1. Sheeting and bracing for excavations 10 feet deep and deeper.
2. Excavations requiring specially designed sheeting in accordance with safety codes and regulations.
3. If well-point system is required, submit shop drawings and calculations for the well-point system.

1.04 MATERIAL DELIVERY, STORAGE AND HANDLING

A. Load and haul away excavated material not suitable for other uses at the site. Keep haul routes clean. Use water, calcium chloride, power broom and other methods to keep haul routes clean and free of dust.

B. Store and stockpile material suitable for backfill within rights-of-way and easements, away from interference with traffic, and nearby residents. Use all stockpiled material as soon as practical. Do not allow material to become contaminated. Do not allow material to erode, washing into trench, onto road, or adjacent property.

1.05 JOB CONDITIONS

A. General Requirements

1. Contractor shall, by the end of each work day, backfill all trenches, holes, or other excavations to provide a compacted surface level with the existing ground surface at no additional cost to the Owner.

B. Sequencing, Scheduling

1. Notify Engineer three working days in advance of construction of a requirement to check layout.

1.06 GUARANTEE

A. Owner requires guarantee against trench settlement to be furnished by Contractor:

1. By acceptance of payment for the Work of this Section, Contractor guarantees for one year after Substantial Completion as follows:
 - a. For trenches in unpaved areas surface settlement will not

exceed one inch.

- b. For trenches in paved areas, surface settlement will not occur.
- c. For all trenches, pipe zone bedding will not settle or be displaced causing damage or misalignment of utility.
- d. In case trench settlement occurs in excess of the above limits, Contractor shall repair all surfaces and utilities at no additional cost to Owner.

1.07 DEFINITIONS

- A. Pipe zone bedding: Backfill placed and compacted including bedding, haunching and initial backfill.
- B. Bedding: Material placed and compacted at the bottom of trench or foundation upon which the pipe rests.
- C. Haunching: Material placed and compacted from the bedding up to the spring line (horizontal centerline) of the pipe, supporting the bottom half of the pipe.
- D. Initial backfill: Material placed and compacted from the spring line of the pipe to a plane 12 inches above the top of pipe.
- E. Foundation: Material placed and compacted below bedding.
- F. Final backfill: Material placed and compacted above initial backfill to the surface or bottom of pavement base.
- G. Top soil: Earth containing sufficient organic material to support the growth of grass.

2.00 - PRODUCTS

2.01 BACKFILL MATERIALS

- A. Clean, granular material composed of sand, clay, rock or gravel obtained from the excavation or, if necessary, from a borrow area.
 - 1. Containing no more than 8% passing the No. 200 sieve.
 - 2. Gradation of this granular material shall be of a mix such as it will permit compaction to the specified densities.
 - 3. Do not use:
 - a. Material containing more than 1% by weight of organic matter.
 - b. Clay balls larger than 2 inches.
 - c. Rubbish, trash or old pavement.

4. Limit pipe zone bedding particle size as follows:
 - a. Concrete, steel, iron, CMP 2"
 5. For plastic pipe use pipe zone bedding, as follows:
 - a. Class I - 1/4" to 1-1/2" angular graded stone, coral, slag, cinders, crushed stone and crushed shells.
 - b. Class II - Coarse sands and gravels with maximum 1-1/2" size, including variously graded sands and gravels containing small percentages of fines, generally granular, non-cohesive either wet or dry.
 6. Backfill materials for foundation if required and backfill above pipe zone bedding, generally granular, excluding rocks or pieces larger than two inches.
- B. Water For Compaction
1. pH of 7.0 to 9.0.
 2. Free of acid, alkali or organics injurious to pipe or coatings.
 3. Meeting FDOT Specification 983 "Water for Grassing."

3.00 - EXECUTION

3.01 INSPECTION

- A. Prior to all work, carefully inspect the site and verify that construction may properly commence:
1. Before excavation:
 - a. Verify layout, horizontal and vertical, and conformance of layout with Contract Drawings.
 - b. Verify Limits of Construction.
 - c. Check surface drainage ditch and driveway culverts. Record alignments, both vertical and horizontal. Also, inspect culvert pipes and immediately report to the Engineer any condition that would prevent removal and reinstallation.
 - d. Verify existing utility locations, both horizontally and vertically.
 - e. Record location, size and description of property to be removed and replaced including, but not limited to, curbs, driveways, pavements, plantings and lawn furnishings.
 - f. Accurately survey and record the location of property pins, bench marks, USGS monuments and ROW markers within

g. Conduct such additional soil borings and subsurface investigations as Contractor deems necessary to verify existing subsurface conditions. The Owner will not be responsible for presumed or existing soil conditions in the Work area.

- ### 3.02 PREPARATION

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cooperate in maintaining their facilities.

4. Excavate test pits.
 - a. In advance of construction to determine precise location of obstructions and existing utilities.
 - b. Size: 3-feet square to the depth required, unless larger pit is required to adequately investigate utility locations.
 - c. Prior to excavation, notify affected utility owners.
 - d. Test pits shall include necessary excavation, temporary sheeting, dewatering, backfilling, compaction and pavement replacement.

3.03 PERFORMANCE

A. Perform any necessary clearing and grubbing in conformance with specification Section 02100 (Clearing and Grubbing).

B. Trench and Excavation

Perform all earth excavation and rock excavation for construction of utilities.

1. Disposal of Excavated material:
 - a. Store material suitable for backfill only within the work area. Do not obstruct streets or private access roads. Protect material from contamination.
 - b. Immediately remove all material not suitable for backfill without undue delay.
2. Perform excavation in such manner and to such widths as will give ample room for installing the pipe, appurtenances, and structures requiring a cast-in-place concrete base. In case trench bottom is disturbed, carefully excavate to undisturbed level and fill with concrete or compacted foundation material at no additional cost to Owner.
3. Unauthorized Excavation - unauthorized excavations carried outside lines and grades shown on Contract Drawings shall be filled by Contractor at no additional cost to Owner as follows:
 - a. Below concrete bedding, concrete encasement or concrete foundation, fill unauthorized excavations with 3000 psi concrete.
 - b. Below granular bedding, fill unauthorized excavation with compacted foundation material.
4. Maintenance of Trench.
 - a. Sloped sides of excavations shall comply with local codes

and ordinances, and with OSHA requirements. Contractor shall shore and brace where sloping is not possible due to space restrictions or instability of the material being excavated. Shoring and slopes shall be maintained in a safe condition until completion of the work.

- b. Keep sides of excavation from slides and cave-ins. Use any method including, but not limited to, temporary sheeting, shoring, bracing, cribbing, or trench box.
- c. Furnish and install sheeting and bracing to support the sides of all trenches and other excavations. Remove sheeting and bracing as excavation is filled up, except where the Engineer orders the sheeting left in place. Cut off sheeting left in place 30 inches below grade.
- d. Keep excavations free from water. Use methods including gravity flow, pumping, sumps, or well-point system. If using a gravity flow method, do not drain trench water through pipeline under construction. Dispose of water in a manner to avoid damage to property. Maintain excavation in a dry condition until backfill has been placed and compacted a minimum of 18 inches above top of pipe. In all cases, maintain dry trench at backfill level. All dewatering shall be performed in compliance with local government and Water Management District requirements.
- e. Perform work such that the work area is protected from pedestrian and vehicular traffic. At the end of each work day, completely backfill trench so that it will not impede the normal flow of traffic.
- f. Maintain backfilled excavation in a compacted, driveable manner until construction of the permanent pavement replacement.

C. Bedding

- 1. Construct trenches for pipelines with the bottoms as shown on the Contract drawings conforming to the required grades. Excavate to the depths required.
- 2. If the bottom of trench is or becomes unsuitable for pipe laying, due to the Contractor's operations, provide extra excavation and backfill with bedding material suitable to the conditions at the area, at no additional cost to Owner.
- 3. If the bottom of the trench is soft and, in the opinion of the Engineer, cannot support the pipe or structure, perform additional trench excavation as ordered by the Engineer, and construct a crushed stone, gravel or concrete foundation for bedding.
- 4. Structures shall rest on firm undisturbed earth, structural fill, or as otherwise shown on the Drawings.

D. Shaping

1. Trim and shape trench bottom to receive pipe at correct line and grade.
2. Shape trench to provide a uniform, continuous support along the entire length of the barrel of each pipe section. Hand-shape firm unyielding bedding so that the bottom segment equal to one-sixth ($1/6$) of pipe diameter will be in continuous contact with the pipe barrel.
3. At each pipe joint or bell, excavate bedding so that no part of joint or bell rests on the bedding.
4. Pipe bedding shall be compacted to a minimum density of 95 percent of the maximum dry density as determined by AASHTO T-180.
5. After pipe has been bedded, place backfill simultaneously on each side of pipe keeping the level of material the same and compact filling all voids. Backfill shall be compacted to a minimum density of 98 percent of the maximum dry density as determined by AASHTO T-180 under paved areas, and 95 percent under other areas. Use care when placing and compacting around exposed pipe to avoid lateral movement of pipe. Do not permit free fall of material in trench until at least 12 inches of backfill has been placed and compacted over top of pipe.
6. Construct pipe zone bedding in layers not exceeding six inches compacted thickness.

E. Ditch Line Dikes

1. Construct an impervious earth dike at trench bottom to keep free water from traveling downstream along pipe and eroding pipe bedding.
 - a. Construct dike of clay or other impervious material.
 - b. Construct one-foot thick and from bottom of trench to top of pipe.
 - c. At intervals not exceeding 100 feet, and other places as ordered by the Engineer.

F. Final Backfill

1. Place and compact final backfill in layers not exceeding 12 inches. Backfill shall be compacted to a minimum density of 98 percent of the maximum dry density as determined by AASHTO T-180 under paved areas, and 95 percent under other areas.
2. Under pavements, trim and compact surface to receive pavement base.
3. In nonpaved areas where possible, mound additional fill material over trench to provide for settlement.
4. Do not backfill against new masonry walls or other structures until

they have attained sufficient strength to resist the thrust of fill material placement and compaction safely.

G. Compaction Test Locations

1. Perform one compaction test for each 200-feet of pipe. Compaction tests shall be taken at staggered locations and elevations throughout the length of the pipe route. The Owner may determine that more compaction tests are required to certify the installation depending on field conditions.
2. The locations of compaction tests within the trench shall be in conformance with the following schedule:
 - a. One test at the spring line of the pipe.
 - b. One test for each 12" layer of backfill above top of pipe.
3. If the soil is below the specified density as determined by the compaction test, Contractor shall provide additional compaction and testing prior to commencing further construction.

END OF SECTION

SECTION 02222

PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

1.01 Description

- A. This section includes materials and procedures for locating and protecting existing underground utilities.
- B. Contractor shall furnish all labor, materials and equipment necessary to physically locate all existing utilities using non-destructive digging equipment, supplies and personnel experienced in the use of subsurface utility engineering. The precise horizontal and vertical positions of existing utilities shall be determined. The work also includes obtainment of any necessary approvals from governmental and/or regulatory authorities for the excavation activity.

1.02 Related Work

- A. Related work specified elsewhere:
 - 1. Section 02221 – Trenching, Backfilling and Compacting
 - 2. Section 02482 – Landscaping for Utilities

PART 2 - PRODUCTS

2.01 Materials

- A. Replacement in Kind:
 - 1. Except as indicated below or as specifically authorized by the Engineer, reconstruct utilities with new material of the same size, type, and quality as that removed.

PART 3 - EXECUTION

3.01 General

- A. General
 - 1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the Drawings. Notify the utility owner at least 72 hours in advance of the crossing construction (or as otherwise noted on the Drawings) and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the Drawings, refer to the General Conditions and the instructions of the Engineer for guidance.
3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.
4. Via vacuum excavation, remove and temporarily store the soil. After examination of the exposed underground utility, return the stored soil to the excavated test hole and restore the surface to its original state; asphalt or concrete patch shall be installed when applicable. Assume all existing utilities are active and must be maintained in service.
5. Expose existing utilities sufficiently in advance of construction as required to maintain the construction schedule while concurrently protecting the existing utilities from damage. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, the Contractor shall consult the Owner of such piping or utility immediately for directions.
6. Contractor shall be responsible for reconstructing any damaged utilities at Contractor's expense. However, it is acknowledged that it may not be possible for Contractor to comprehensively identify and protect the following existing landscape irrigation system components:
 - a. Laterals which connect to the irrigation mains
 - b. Sprinklers and spray heads
 - c. Drip irrigation lines
 - d. Wiring located external to irrigation mains and control units

Contractor shall endeavor to avoid damage to the above listed landscape irrigation system components to the extent possible. Such components which are unavoidably damaged, and are located within the confines of the silt fence delineated on the Drawings, shall be repaired by the Owner at Owner's expense. However, such components which are damaged, and are located beyond the confines of the silt fence, shall be repaired by the

Contractor at Contractor's expense in compliance with specification Section 02482.

B. Procedures:

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the Drawings or in the specifications.
2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.
3. Remove and Reconstruct: Where so indicated in the Drawings or as required by the Engineer, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.
2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.
3. Alternative Construction – Sand Slurry: Sand slurry consisting of one sack (94 pounds) of Portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Engineer prior to construction.

END OF SECTION

SECTION 02445

HORIZONTAL DIRECTIONAL DRILLING

PART I - GENERAL

1.01 WORK INCLUDED

- A. The work specified in this Section consists of furnishing and installing underground utilities using the Horizontal Directional Drilling (HDD) installation method, also commonly referred to as a Directional Bore.

1.02 REFERENCED STANDARDS

- A. AWWA - American Water Works Association
- B. ASTM - American Society for Testing and Materials

1.03 QUALITY ASSURANCE

- A. The requirements set forth in this Specification specify a general range of procedural precautions necessary to ensure that the very basic, essential aspects of a proper Directional Bore installation are adequately controlled. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any Directional Bore operation covered by this Specification, shall in no way relieve the Contractor of his ultimate responsibility for the satisfactory completion of the work.

1.04 SUBMITTALS

- A. Submit shop drawings and product data for the products specified in this section in conformance with Section 01340.
- B. Submit a complete list of all drilling fluid additives and mixtures to be used in the directional operation along with their respective Material Safety Data Sheets.
- C. Submit a report of procedure and subsurface soil conditions as they exist along the path of the proposed crossings. The report shall insure that the subsurface conditions are known to the Contractor and that his proposed crossing procedure is based on factual information. The report for each crossing shall include the following:

1. The general classification of soils along the path of the proposed crossing along with the method of obtaining this information.
 2. A list of equipment expected to be used for the Directional Bore, including special equipment and materials required for various soil conditions.
 3. Time schedule for completing each Directional Bore, including any delays due to particular soil conditions.
- D. Submit calculations documenting that the pipe is designed to withstand the system pressures and stresses, including pullback stress. This shall include calculations of the required HDPE pipe DR.

1.05 JOB CONDITIONS

- A. Planned nighttime work is expressly prohibited and will not be allowed unless stipulated in the special conditions of the Contract.
- B. All crossing operations shall be accomplished during daylight hours and shall not begin after the hour pre-established as the latest starting time that will allow completion during daylight hours.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Pipe shall be handled to prevent damage. Damage to the pipe shall be repaired to the satisfaction of the Owner or shall be removed from the job. When not being handled, the pipe shall be supported on cradles or on properly prepared ground, graded to eliminate all stress points and to provide uniform support along the full length. Any unit of pipe that, in the opinion of the Owner, is damaged beyond repair shall be removed from the site of the work and replaced with another unit.
- B. Handle all materials in accordance with manufacturer's recommendations to avoid any damage or deterioration.
- C. Store all materials in such a manner as to protect against damage, and in locations that they will not interfere with public or private access or create a hazard.
- D. Dirt or other foreign material shall be prevented from entering the pipe during handling operations. At times when pipe installation is not in progress, the open ends of the pipe shall be closed by a water-tight plug.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. General: All equipment in the Directional Bore shall have the capacity, stability, and necessary safety features required to fully comply with the specifications and requirements of this section without showing evidence of undue stress or failure. It shall be the responsibility of the Contractor to assure that the equipment to be used in the Directional Bore is in sound operating condition. Backup equipment may be required in the event of an equipment breakdown and where the condition of the equipment to be used indicates that routine component replacement or repair will likely be necessary during the Directional Bore.
- B. Directional Drilling System: All tunneling system components shall be in sound operating condition with no broken welds, excessively worn parts, badly bent, or otherwise misaligned components. All ropes, cables, clamps, and other non-mechanical but essential items shall be in sound condition and replaced immediately when need is apparent.
- C. Spoils Equipment: The bentonite removal system shall include a self-contained vacuum truck which has sufficient vacuum and capacity to remove excess bentonite mixture from the project site.
- D. Magnetic Guidance System: A Magnetic Guidance System (MGS) probe and interface shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The tracker shall be capable of tracking at all depths up to one hundred feet and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction), and inclination (vertical direction). The tracker shall be accurate to plus or minus 2% of the vertical depth of the borehole at sensing position at depths up to one hundred feet. Ferrous materials shall not influence or affect the MGS readings or accuracy.
- E. Components: The Contractor shall supply all components and materials to install, operate, and maintain the MGS. This shall include, but not be limited to, the following: MGS Probe and Interface Computer, Printer, Software DC Power Source, Current Control Box, and Tracking Wire. The Magnetic Guidance System shall be a Sharewell TruTracker MGS, or other approved wire guidance system, and shall be setup and operated by personnel experienced with this system.
- F. It is permissible to use a “walk-over” tracking system in accessible drilling locations, subject to the following conditions:
 - 1. Necessary access is granted by the property owner and the applicable regulatory authority, and such permission is obtained by the Contractor prior to the drilling operation, and;

2. The walk-over tracking system shall be capable of providing all required location information (to the required degree of accuracy) as specified in this Section.

If the above conditions cannot be met at specific drilling locations, then a Magnetic Guidance System (MGS) shall be used as described in this Section. It is permissible to use a MGS at any drilling location.

- G. If equipment breakdown or other unforeseen stoppages occur and forward motion of the directional cutting head is halted at any time other than for reasons planned in advance (addition of drill stems, etc.), the boring path shall be immediately filled with a proper bentonite solution, or as directed by the Engineer.
- H. The boring tool shall have steering capability and have an electronic tool detection system. The position of the tool during operation shall be capable of being determined accurately, both horizontally and vertically, within 2% of the vertical depths of the borehole.

2.02 PIPE AND LOCATOR WIRE

- A. All pipe to be installed by the Directional Bore operation shall be High Density Polyethylene (HDPE) Pipe and shall conform to AWWA Standard C906-15, Polyethylene (PE) Pressure Pipe and Fittings, 4 In. Through 65 In., for Waterworks. The pipe shall be DR 11, pressure class 200, ductile iron pipe outside diameter, and shall be manufactured using PE 4710 resin. However, per the requirements of paragraph 1.04.D, if the Contractor determines that a thicker HDPE pipe is required, such as DR 9, Pressure Class 250, then such pipe shall be provided. The pipe shall be marked with continuous purple stripes denoting reclaimed water service.
- B. HDPE pipe shall be installed with locator wire specifically designed for HDD applications. The wire shall be insulated (purple jacket), copper clad steel, 10 gauge, and shall be 1045P-EHS as manufactured by Cooperhead Industries or approved equal. Splices shall be contained within a water tight silicone filled jacket.

2.03 MECHANICAL JOINT ADAPTER KIT

- A. HDPE pipe terminations shall be fitted with a mechanical joint adapter kit that will enable the HDPE pipe to be joined with mechanical joint fittings. The adapter shall be AWWA compliant, and the pressure rating for the adapter shall match the pressure rating for the HDPE pipe. The adapter kit shall include the following items:

1. HDPE molded butt fusion MJ adapter (DIPS OD) furnished with stainless steel stiffeners.
 2. For adapters 14-inches and greater, AWWA C110 epoxy coated ductile iron gland ring, SBR gasket and steel T-bolts, ASTM A536 materials standard.
 3. For adapters 12-inches and smaller, AWWA C153 epoxy coated ductile iron gland ring, SBR gasket and steel T-bolts, ASTM A536 materials standard.
- B. The mechanical joint adapter kit shall be as manufactured by Integrity Fusion Products, Peachtree City, Georgia, or approved equal.

2.04 DRILLING FLUIDS

- A. A mixture of Bentonite clay and potable water is to be used as the cutting fluid for the Directional Bore. The Bentonite mixture used shall have the minimum viscosities as measured by a March Funnel:

Rock Clay	60 sec.
Hard Clay	40 sec.
Soft Clay	45 sec.
Sandy Clay	90 sec.
Stable Sand	120 sec.
Loose Sand	150 sec.
Wet Sand	150 sec.

These viscosities may be varied to best fit the soil conditions encountered, as approved by the Engineer.

- B. No other chemicals or polymer surfactant shall be used in the drilling fluid without written consent of the Engineer, and after a determination is made that the chemicals to be added are not harmful or corrosive to the facility and are environmentally safe.

PART 3 - EXECUTION

3.01 PERSONNEL REQUIREMENTS

- A. A competent and experienced supervisor representing the Contractor shall be present at all times during the actual crossing operations. A responsible representative that is thoroughly familiar with the equipment and type of work to be performed must be in direct charge and control of the operation at all times. In all cases the supervisor must be continually present at the job site during the actual Directional Bore operation.

- B. The Contractor shall have a sufficient number of competent workers on the job at all times to ensure the Directional Bore is made in a timely and satisfactory manner. Adequate personnel for carrying out all phases of the actual Directional Bore operation must be on the job site at the beginning of work.
- C. The Engineer must be notified 48 hours in advance of starting work.

3.02 INSPECTION

- A. Prior to all work, carefully inspect the site and verify that construction may properly commence:
 - 1. Verify layout, horizontal and vertical, and conformance of layout with Drawings.
 - 2. Verify limits of construction.
 - 3. Verify existing utility locations, both horizontally and vertically.
 - 4. In the event of discrepancy or unsatisfactory conditions, immediately notify the Engineer.
 - 5. Do not make alignment changes without written authorization by Engineer.

3.03 PREPARATION

- A. Before commencing construction, notify the following entities:
 - 1. Owner.
 - 2. Engineer.
 - 3. Adjacent and affected property occupants.
 - 4. The Fire Department.
 - 5. The Police Department – Traffic Division.
 - 6. All public and private utilities whose facilities are in the vicinity of the drilling operation, including gas and oil pipeline companies.
 - 7. Any other entities to be notified as stated on the Drawings.
- B. Where public and/or private utilities are encountered:
 - 1. There shall be no interruption of utility service caused by the construction work, unless written approval is obtained from the owner of the utility service.
 - 2. Maintain, support, and save from damage all public utilities in compliance with Section 02222.

3. Allow reasonable time and space for owners of private utilities to cooperate in maintaining their facilities.

3.04 INSTALLATION

- A. The polyethylene pipe sections shall be fused together according to manufacturer's specifications by a certified technician. No fittings shall be installed in the directional bore.
- B. The fused pipe shall be strung-out in a manner that will not interfere with public or private access or create a hazard.
- C. The fused pipe shall be installed in accordance with the horizontal and vertical locations as depicted on the Drawings. Any location adjustments due to discovered conditions must be approved by the Engineer before proceeding with the drilling operation.
- D. Entry and exit locations, as well as intermediate centerline stationing shall be staked by the Contractor.
- E. All drilling equipment and materials shall be located in a manner that will not interfere with public or private access or create a hazard.
- F. The type and size of the pilot string cutting head shall be at the Contractor's discretion. The type and outside diameter of the drill pipe to be used in the pilot string shall also be at the Contractor's discretion.
- G. Upon completion of the pilot hole phase of the operation, a complete set of as-built records shall be submitted in duplicate to the Engineer and the Owner. These records shall include copies of the plan and profile drawing, as well as directional readings recorded during the drilling operation.
- H. Upon approval of the pilot hole location by the Engineer and Owner, the hole enlarging or back reaming phase of the installation shall begin. The borehole diameter shall be increased to accommodate the pullback operation of the pipe. The type of back reamer to be utilized in this phase shall be determined by the types of subsurface soil conditions that have been encountered during the pilot hole drilling operation. The reamer type shall be at the Contractor's discretion.
- I. The open borehole may be stabilized by means of bentonite drilling slurry being pumped through the inside diameter of the drill pipe and through openings in the reamer. The slurry will also serve as an agent to carry the loose cuttings to the surface through the annulus of the borehole.
 1. Cuttings and bentonite slurry shall be contained within the entry and exits pits of the directional bore. Any excess cuttings and bentonite slurry that exceed

the capacity of the entry and exit pits shall be contained within holding tanks or vacuum trucks. Construction of additional pits for containment of excess cuttings and bentonite slurry is prohibited.

2. The slurry may be recycled for reuse in the hole-opening operation at the Contractor's discretion.
 3. All bentonite slurry and cuttings shall be contained; no material shall be allowed to enter any unapproved area or natural waterways.
- J. Upon successful completion of the drilling process, the HDPE pipe may be pulled through the bore hole.
- K. All excess bentonite slurry and cuttings shall be removed from the project site by the Contractor and transported to an approved dumpsite for proper disposal. Construction of pits for the disposal of bentonite slurry and cuttings is prohibited.

3.05 FIELD QUALITY CONTROL

- A. Pressure test the pipe in accordance with Specification 15042 (Hydrostatic Testing of Pressure Pipelines), subject to the following special requirements. Heat fusion joints must be completely cooled before pressure testing.
1. Contractor shall test pipelines installed under this Contract in accordance with these specifications prior to acceptance of the pipeline by the Owner. All field tests shall be made in the presence of the Owner's representative. Except as otherwise directed, all pipelines shall be tested. Unless approved otherwise by the Owner, all fusible or butt weld joints shall be tested. All piping shall be tested in sections of approved length. The pressure testing of an HDPE line section shall be tested separately from the PVC and ductile iron pipe (DIP) line sections. Where impractical, the HDPE test section shall include only a minimum amount of PVC and ductile iron pipe within the test section. If at all possible, the PVC and DIP test sections shall be left exposed during the pressure test for visual leakage observation. For these tests, the Contractor shall furnish potable water, suitable temporary testing plugs or caps, and other necessary equipment, and all labor required. The Contractor shall furnish suitable pressure gauges, calibrated by an approved testing laboratory, with increments no greater than 2 psi. Gauges used shall be of such size that pressures tested will not register less than 10% or more than 90% of the gauge capacity. All valved sections shall be hydrostatically tested to insure sealing of all line valves.
 2. Unless it has already been done, the section of pipe to be tested shall be filled with potable water and air shall be expelled from the pipe. If blow-offs or other outlets are not available at high points for releasing air, the Contractor shall provide 1 inch (minimum taps and blow-off valves at the 12:00 position), as necessary. The cost of constructing blow-off valves and plugging

them, after a successful pressure test, shall be included in the directional drill unit price.

- B. Following the pressure test, the results shall be furnished to the Engineer. Leaking pipes that cannot be repaired to meet pressure test requirements shall be filled with concrete, removed, or otherwise placed out of service as approved by Engineer. Contractor shall be responsible for constructing a replacement pipe at no additional cost to the Owner.
- C. The Contractor shall furnish plan and profile drawings showing the actual location, horizontally and vertically, of the installation, and all facilities found during the installation.

3.06 RECORDS

- A. An accurate log shall be kept by the Contractor on all installations.
- B. The MGS data shall be recorded every 10 feet during the actual crossing operation. The Contractor shall furnish "As-Built" plan and profile drawings based on these recordings showing the actual location horizontally and vertically of the installation, and all utility facilities found during the installation. The MGS Data shall be certified accurate by the Contractor to the capability of the MGS System.

END OF SECTION

SECTION 02482

LANDSCAPING FOR UTILITIES

PART 1 - GENERAL

1.01 SCOPE

- A. This section covers all work necessary to furnish and install topsoil, fertilizer, sod, trees, shrubs, ornamental plants, pavers, fencing, mail boxes, planters, irrigation systems, and related items as necessary to restore developed areas impacted by construction activity.
- B. Repair or replace lawn areas, trees, shrubs and ornamental plants damaged or destroyed during construction. Also, repair or replace pavers, fences, mail boxes, planters, irrigation systems and other items damaged or destroyed during construction.
- C. Contractor shall ensure that construction impacts are contained within the confines of the silt fence delineated on the drawings. Contractor shall restore impacted areas to existing grade. **Owner (at Owner's expense) shall be responsible for restoring existing landscaping, grassing and pavers impacted by construction which are located within the confines of the silt fence.** However, Contractor (at Contractor's expense) shall be responsible for restoring existing landscaping, grassing and pavers impacted by construction which are located beyond the confines of the silt fence. Such restoration activity shall comply with the requirements of this specification Section.
- C. Contractor shall be responsible for identifying and protecting all existing utilities in accordance with specification section 02222, including mains, control units, rain cans and valves associated with the existing landscape irrigation system. However, it is acknowledged that it may not be possible for Contractor to comprehensively identify and protect the following existing landscape irrigation system components:
 - 1. Laterals which connect to the irrigation mains
 - 2. Sprinklers and spray heads
 - 3. Drip irrigation lines
 - 4. Wiring located external to irrigation mains and control units

Contractor shall endeavor to avoid damage to the above listed landscape irrigation system components to the extent possible. **Such components which are unavoidably damaged, and are located within the confines of the silt fence delineated on the drawings, shall be repaired by the Owner at Owner's expense.** However, such components which are damaged, and are located beyond the confines

of the silt fence, shall be repaired by the Contractor at Contractor's expense in compliance with the requirements of this specification Section.

1.02 REFERENCES

- A. Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction, latest edition ("Standard Specifications") and the FDOT Design Plans for Road Construction, latest edition ("Design Plans") shall be referred to for both specific and general standards for materials, construction, workmanship, and quality control.

1.03 DEFINITIONS

- A. Developed areas include grassed or landscaped areas that are cut and/or maintained on a routine or semi-regular basis.

1.04 SUBMITTALS

- A. Make submittals in accordance with the General Conditions of these specifications on any new materials that are specified herein.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Coordinate the delivery, storage, and handling of products. Deliver packaged products to the site in the manufacturer's original sealed packaging materials, clearly marked to identify the manufacturer and the contents.
- B. Promptly remove damaged, deteriorated, or unsuitable products from the job site. Replace damaged, deteriorated, or unsuitable products with undamaged, undeteriorated, and suitable materials.

PART 2 - PRODUCTS

2.01 STOCKPILING OF TOPSOIL

- A. Clean topsoil may be stripped and stockpiled for reuse. Do not inter-mix grass, weeds, roots, brush, and stones larger than 3 inches with the stockpiled topsoil. Dispose of root contaminated soil.

2.02 TOPSOIL

- A. Stockpile topsoil for re-use in landscape work. If quantity of stockpiled topsoil is insufficient, provide additional topsoil as required to complete landscape work.

- B. If required, provide new topsoil that is fertile, friable surface soil, reasonably free of subsoil, clay lumps, brush, weeds, and other litter, and free of roots, stumps, stones larger than 1-1/2 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.
- C. Obtain topsoil from local sources or from areas having similar soil characteristics to that found at the project site. Obtain topsoil only from naturally, well-drained sites where topsoil occurs in a depth of not less than 4 inches; do not obtain from bogs or marshes.

2.03 FERTILIZER

- A. Fertilizer used for sod and landscaping shall conform to Section 982 of the Standard Specifications.

2.04 WATER

- A. Water used for sod and landscaping shall conform to Section 983 of the Standard Specifications.

2.05 EXISTING SOD

- A. At the Contractor's discretion, existing sod may be reused provided the sod is machine stripped at a uniform soil thickness of approximately 1 inch. Exclude top growth and thatch from the thickness measurement.
- B. Sod shall be cut with clean, smooth, straight edges to minimize restoration.
- C. Contractor is responsible for stockpiling and maintaining the sod prior to replacement and for the Contract warranty period.
- D. Disturbed areas shall be restored to a condition at least as good as the pre-existing condition.

2.06 NEW SOD

- A. All sod shall be true variety, and shall be free from weeds or other objectionable vegetation.
- B. Provide certified nursery-grown sod to match existing grass variety, not less than 18 months old. Sod shall have been grown in a sterilized, sandy loam growing medium. Do not use muck grown sod.
- C. New sod varieties shall be as follows (or approved equal):

1. Bahia - Argentine
 2. Bermuda – Tifway 419
 3. Zoysia - Empire
 4. Centipede - TifBlair
- D. Sod shall be machine stripped at a uniform soil thickness of approximately 1 inch, plus or minus 1/4 inch for nursery grown sod. Exclude top growth and thatch from the thickness measurement.
- E. Provide sod with root development such that standard size pieces will support their own weight and retain their shape when:
1. Suspended vertically from a firm grasp on the uppermost 10% of area; or
 2. When rolled and unrolled three times.
- F. Sod shall be free from diseases and soil borne insects.

2.07 TREES, SHRUBS AND ORNAMENTAL PLANTS

- A. All trees, shrubs and ornamental plants shall be adequately protected in accordance with ordinances governing the protection of trees. Perform work in conformance with all local arbor ordinances. Trees, shrubs or ornamental plants destroyed or damaged by construction activity shall be replaced with new stock of similar size and age, at its proper season.

2.08 FENCE AND OTHER PRODUCTS

- A. Provide new and unused replacement pavers, fence, mail boxes, planters, irrigation systems and other items of the same type as the items removed. Replacement items shall be of equal quality to the items removed when the items removed were new. Undamaged items may be reinstalled rather than replaced.

PART 3 - EXECUTION

3.01 GRADING

- A. Fine grade all areas disturbed during construction in a smooth and uniform manner. Finished grade elevations shall match pre-construction conditions.

3.02 GRASSING

- A. Sod areas where grass has been disturbed or removed during construction. The installed grass variety shall match the existing grass variety. Install certified nursery-grown sod.
 - 1. Contractor shall establish and maintain a healthy stand of grass by:
 - a. Furnishing and placing sod.
 - b. Rolling, watering and maintaining the sodded areas.
 - 2. Prepare the ground in conformance with Section 570-3.1 of the Standard Specifications.
 - 3. Place the sod in conformance with Section 570-3.3 of the Standard Specifications.
 - 4. Water the sod in conformance with Section 570-3.6 of the Standard Specifications. Contractor shall be responsible for obtaining and paying for the necessary water supply.
 - 5. Fertilize the sod in conformance with Section 570-3.7 of the Standard Specifications.
 - 6. Establish and maintain the sod in conformance with Section 570-4 of the Standard Specifications until final acceptance of the project. Include in such maintenance necessary watering, fertilizing and mowing.
 - 7. Fill, level and re-sod any washed or eroded areas.
 - 8. Replace any damaged or unhealthy sod as directed by the Engineer.

3.03 PLANTING TREES AND OTHER PLANTS

- A. Install trees and other plants in conformance with Index No. 580 of the Standard Plans.
- B. Maintain the landscaping in a satisfactory condition until final acceptance of the project. Include in such maintenance necessary watering, fertilizing, weeding and adjustment of staking and guying.
- C. Replace any damaged or unhealthy landscaping as directed by the Engineer.

3.04 FENCING AND OTHER RESTORATION

- A. Locate pavers, fences, mail boxes, planters, and other items in the same location that the item had been prior to construction. Erect wire and board fences plumb and on

straight lines. Set pavers, mail boxes, posts, poles, and similar items plumb. Restore planters and similar items to the same shape the items had been prior to construction.

- B. Install wire fences with the proper tension for the type of wire fence restored. Properly erect or construct other fences and items.
- C. Restore irrigation systems to function in an identical manner as existed prior to initiation of construction activity, as determined by the Owner.

3.05 CLEAN-UP

- A. All excess grassing, landscaping and restoration materials, and any other waste, shall be removed from the site daily and shall not be allowed to accumulate.
- B. Clean-up the job site following the restoration work. Remove rubbish, excess materials, temporary structures, and equipment. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 02513

ASPHALT PAVEMENT REMOVAL AND RESTORATION

1.00 GENERAL

1.01 DESCRIPTION

A. Work Included:

1. Open cuts shall not be permitted except as shown on the Drawings or as approved by the Owner and Engineer.
2. Pavement, striping and concrete curbs shall be replaced in equal or better condition than the original as determined by the Engineer.
3. Remove excavated material from site.

B. Related Work:

1. Division 2: Sitework
2. Division 15: Mechanical

C. Reference Standards:

1. FDOT Standard Specifications for Road and Bridge Construction, latest edition

1.02 JOB CONDITIONS

A. Traffic Control

1. Maintain traffic in accordance with Section 01570 (Traffic Regulation).

2.00 PRODUCTS

A. Base:

1. Limerock. Meet FDOT Specification Section 911.

B. Bituminous Coats:

1. Prime Coat – Asphalt emulsion. Meet FDOT Specification Section 916-3.
2. Binder – Superpave Performance Graded (PG) asphalt binder, PG 52-28. Meet FDOT Specification Section 916-2.

C. Asphalt Concrete:

1. Superpave Asphalt Concrete – Type SP-9.5. Meet FDOT Specification Section 334.

D. Concrete Curb:

1. Portland Cement Concrete, Class NS. Meet FDOT Specification Section 347 and FDOT Specification Section 520.

3.00 EXECUTION

A. Contractor shall conform to the requirements of the FDOT and issued right-of-way utilization permits.

B. Saw-Cutting:

1. Where existing pavement is to be removed, saw-cut the surface, leaving a uniform straight edge with minimum disturbance to the remaining adjacent surface.

C. Pavement Replacement:

1. Compact the trench backfill in 6-inch lifts to 98% Modified Proctor Maximum Dry Density in accordance with AASHTO T-180.
2. Provide the following minimum pavement structure:
 - a. Subgrade: Construct stabilized subgrade to match existing subgrade in conformance with FDOT Specification Section 160.
 - b. Base: Provide limerock base course conforming to Section 230 of the FDOT Specifications. Base thickness shall be as specified on the Drawings. Surface elevation of limerock to match that of the top of the adjoining existing pavement base course.
 - c. Prime Coat: Apply prime coat in conformance with FDOT Specification Section 300-7.
 - d. Asphalt Concrete Pavement: Construct pavement in compliance with FDOT Specification Section 334. Compacted thickness as required to match existing pavement. Finish surface, grade, cross section, and depth of asphalt surface shall match the existing surface. However, the minimum thickness of the replaced asphalt surface shall not be less than 1-1/2-inches.

3. Traffic Striping and Markings:

- a. Meet requirements of FDOT Standard Specifications, Section 710, Painted Pavement Markings, and Section 711, Thermoplastic Pavement Markings, where applicable. Traffic striping and markings shall be replaced with the same type of striping and/or markings as removed.

D. Settlement of Pavement:

All settlement and raveling of pavement occurring during the construction and warranty periods shall be repaired or replaced by the Contractor at no additional cost to the Owner.

E. Concrete Curbs:

1. Construct curbs, combination curb and gutter, and integral curb and gutter in accordance with these Specifications and in conformance with the existing lines and grades, or as directed by the Engineer. Comply with FDOT Standard Index 520-001.
2. Excavate for curbs to the required depth, and compact the subgrade or base upon which the curb is constructed to a firm, even surface at not less than 98% of Modified Proctor Maximum Dry Density as determined by AASHTO T-180.
3. Construct curbs by the use of wood or metal forms; or, if approved by the Engineer, construct curbs using a curb slipform machine. Use forms which are straight, free from warped or bent sections, and extend for the entire depth of the curb. Hold forms securely in place and prevent deviation from alignment or grade during placement of concrete. Consolidate concrete by vibration or other acceptable methods. Float the top of the curb smooth and round the top outer corner to a ¼-inch radius.
4. Construct the face, top, and gutter of curbs with no deviations or irregularities of more than 1/4 inch when checked with a 10-foot straightedge.
5. Place construction joints at 10-foot intervals, unless otherwise directed by the Engineer. Make joint uniform, of 1/8 to 1/4 inch in width, and to a depth of approximately 2-1/2 inches. Saw-cut, or form the joint with approved removable strips providing a straight joint at right angles to the length of the curb. Fill joints with bituminous joint filler material. Form construction joints around all abutting structures such as inlets.

END OF SECTION

DIVISION 15
MECHANICAL

SECTION 15042

HYDROSTATIC TESTING OF PRESSURE PIPELINES

1.00 GENERAL

1.01 WORK INCLUDED

- A. Perform hydrostatic pressure testing on all installed pressure pipes and retest if required.
- B. Water source:
 - 1. Contractor shall provide and pay for water required for testing purposes. The source of the water shall be potable and shall be subject to prior approval of the Owner.
- C. Scheduling:
 - 1. Notify Engineer of test schedule five (5) working days in advance.

1.02 REFERENCE STANDARDS

- A. Except as otherwise specified herein, hydrostatic testing for PVC piping shall be performed in accordance with AWWA Standard C605-13 "Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings." Hydrostatic testing for ductile iron and HDPE piping shall be performed in accordance with AWWA Standard C600-17 "Installation of Ductile Iron Water Mains and Their Appurtenances."

2.00 PRODUCTS

NOT USED

3.00 EXECUTION

3.01 INSTALLATION

- A. The Contractor shall furnish all equipment, temporary piping, pumps, fittings, gauges, and operating personnel necessary to conduct the tests. Air testing of pressure pipe will not be permitted under any circumstance.
- B. Mains may be tested in sections between valves when intermediary valves are present in the main to be tested. The Contractor may conduct hydrostatic tests after the trench has been partially backfilled with the joints left exposed for inspection for his informational purposes only. The hydrostatic tests for acceptance shall only be conducted after the trenches have been completely backfilled and compacted as specified. Each piping section to be tested shall be complete, including required restraining devices.
- C. Prior to pigging, clean and flush pipe at a rate adequate to obtain velocities in the pipe of 2.5 feet per second (fps). Install a blow-off valve if necessary to obtain the 2.5 fps flushing velocity. Flush until the discharged water is clear. Flush water shall be routed to an acceptable discharge location as identified by Owner.

- D. Pipes 4" and greater in diameter shall be pigged as detailed in the "TOHOPEKALIGA WATER AUTHORITY STANDARDS, SPECIFICATIONS, AND DETAILS, 2017 EDITION." Reference Section 51.6.3 for potable water lines and Section 61.6.3 for reclaimed water lines.
- E. Each section of pipe to be tested, as determined by the Owner, shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a satisfactory manner. Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, and appropriate valves installed to ensure bleeding of all air from the main.
- F. Test pressure: 150 psi. The pressure gauge used shall have a minimum 3 inch diameter face, 0-150 psi range in 2 psi increments.
- G. Initial expansion phase for HDPE pipe sections:
 - 1. Prior to performing the leakage test for HDPE pipe sections, the HDPE pipe shall be subjected to a 3 hour expansion phase.
 - 2. During the initial expansion phase, the test section shall be pressurized to the test pressure and enough make-up water shall be added each hour for three hours as required to return to the test pressure. At the end of the third hour, the leakage test may commence.
- H. Maintain specified test pressure for the duration of the leakage test.
- I. Leakage test duration and length:
 - 1. The minimum test duration shall be two hours. If during the test, the integrity of the tested line is in question, the Owner may require a longer pressure test.
 - 2. Maximum test length shall be 1,500 feet, or between valves, whichever is less. HDPE pipe sections shall be tested separately as detailed in Section 02445 (Horizontal Directional Drilling).

3.02 LEAKAGE STANDARD

- A. No detectable leakage shall be allowed.
- B. Test Failure of Contractor Installed Items:
 - 1. If leakage is detected, locate the leak, correct the work and repeat the test.
 - 2. If defective pipes, fittings, valves, or hydrants are discovered as a consequence of a leakage test, all such items shall be removed and replaced by the Contractor, at Contractor's expense, with sound material and the test shall be repeated until satisfactory results are obtained.

END OF SECTION

SECTION 15062
POLYVINYL CHLORIDE PIPE AND FITTINGS

1.00 GENERAL

1.01 DESCRIPTION

- A. Work Included:
1. Furnish and install polyvinyl chloride (PVC) pipe and ductile iron fittings.
 2. Install joint restraints.
 3. Perform all other work required for a complete operating system.
- B. Referenced Standards:
1. AWWA - American Water Works Association
 2. ASTM - American Society for Testing and Materials

1.02 SUBMITTALS

- A. Submit shop drawings and product data for the products specified in this section in conformance with Section 01340.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Pipe and Fittings
1. All types of pipe shall be handled in such manner as will prevent damage to the pipe or coating. Accidental damage to pipe or coating shall be repaired to the satisfaction of the Owner or shall be removed from the job. When not being handled, the pipe shall be supported on timber cradles or on properly prepared ground, graded to eliminate all stress points and to provide uniform support along the full length. When being transported, the pipe shall be supported at all times in a manner which will not permit distortion or damage to the lining or coating. Any unit of pipe that, in the opinion of the Owner, is damaged beyond repair shall be removed from the site of the work and replaced with another unit.
 2. Handle all materials in accordance with manufacturer's recommendations to avoid any damage or deterioration.
 3. Store all materials in such a manner as to protect against damage, and in locations that they will not interfere with public or private access or create a hazard.
 4. Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations and any

pipe or fitting that has been installed with dirt or foreign material in it shall be removed, cleaned and re-laid. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a water-tight plug.

5. Joint gaskets shall be stored in a clean, dark dry location until immediately before use. Keep gaskets out of contact with petroleum products.

2.00 PRODUCTS

2.01 MATERIALS

A. Polyvinyl Chloride (PVC) Pipe and Fittings

1. Pipe

- a. Polyvinyl chloride pipe 4-inch through 60-inch in diameter shall conform to AWWA/ANSI C900-16. Design and manufacture pipe for a working pressure of 235 psi. The Dimension Ratio (DR) shall not be greater than 18.
- b. PVC pipe color shall be as follows:
 1. Purple.
- c. Polyvinyl chloride pipe shall have cast-iron-pipe-equivalent outside diameter.

2. Fittings

- a. Fittings for buried piping shall be compact ductile iron mechanical joint conforming to AWWA/ANSI C153/A21.53, 350 psi pressure rating. Refer to Article 3.02-H for restraining requirements.
- b. Ductile iron fittings shall have an interior lining of cement mortar in conformance with AWWA/ANSI C104/A21.4. Coat the outside surfaces of all fittings and adapters with asphaltic coating conforming to AWWA/ANSI C104/A21.4.
- c. Approved ductile iron fitting manufacturers include Tyler Union, U.S. Pipe, American Ductile Iron Pipe Company, Star Pipe Products, Sigma Corporation, or approved equal.
- d. Buried ductile iron fittings located within 20 feet of a gas line shall be polyethylene encased. Polyethylene encasement shall conform to AWWA/ANSI C105/A21.5. Material shall be black, furnished in sheet or tube form, and manufactured from LLDPE film of 0.008-inch minimum thickness.

3. Gaskets

- a. Gaskets for mechanical and push-on joints shall conform to ANSI/AWWA C111/A21.11.

3.00 EXECUTION

3.01 INSPECTION

A. General

1. Each length of pipe shall bear the name or trademark of the manufacturer, the location of the manufacturing plant, and the class or strength classification of the pipe. The markings shall be plainly visible on the pipe barrel. Pipe which is not marked clearly is subject to rejection. All rejected pipe shall be promptly removed from the project site by the Contractor. Warped PVC pipe shall be rejected.
2. All pipe and accessories to be installed under this Contract shall be inspected and tested at the place of manufacture by the manufacturer as required by the Standard Specifications to which the material is manufactured.
3. Each length of pipe shall be subject to inspection and approval at the factory, point of delivery, and site of work. If requested by the Owner, a sample of pipe to be tested shall be selected at random by the Owner or the testing laboratory hired by the Owner.
4. When the specimens tested conform to applicable standards, all pipe represented by such specimens shall be considered acceptable based on the test parameters measured. Copies of test reports shall be available before the pipe is installed in the project.
5. In the event that any of the test specimens fail to meet the applicable standards, all pipe represented by such tests shall be subject to rejection. The Contractor may furnish two additional test specimens from the same shipment or delivery, for each specimen that failed and the pipe will be considered acceptable if all of these additional specimens meet the requirements of the applicable standards. All such retesting shall be at the Contractor's expense.
6. Pipe, which has been rejected by the Owner, shall be removed from the site of the work by the Contractor and replaced with pipe which meets these specifications.

3.02 INSTALLATION

A. Survey Line and Grade

1. Pipe shall be laid to the lines and grades shown on the Drawings. The Contractor shall provide line and grade stakes at a 100-foot maximum spacing and at all line and/or grade change locations. Contractor shall provide Temporary Bench Marks at maximum 1000-foot intervals. The minimum pipe depth shall be as shown on

the Drawings.

B. Pipe Preparation and Handling

1. All pipe and fittings shall be inspected prior to lowering into trench to insure no cracked, broken, or otherwise defective materials are being used. The Contractor shall clean ends of pipe thoroughly and remove foreign matter and dirt from inside of pipe and keep clean during and after laying.
2. Proper implements, tools, and facilities shall be used for the safe and proper protection of the Work. Pipe shall be lowered into the trench in such a manner as to avoid any physical damage to the pipe. Pipe shall not be dropped or dumped into trenches under any circumstances.

C. Trench Preparation and Pipe Bedding

1. Applicable provisions of Section 02221 shall apply. Also refer to Drawings.
2. Contractor shall prevent water from entering the trench during excavation and pipe laying operations to the extent required to properly grade the bottom of the trench and allow for proper compaction of the backfill. Pipe shall not be laid in water.

D. Pipe Laying

1. Contractor shall prevent foreign material from entering the pipe while it is being placed in the trench. Contractor shall remove all foreign material from the pipe or joint ring before the next pipe is placed. Pipe shall be lowered into trench and installed, one piece at a time. During laying operations, Contractor shall keep debris, tools, clothing, or other materials out of the pipe.
2. All PVC pipe shall be installed in accordance with standards set forth in the UNI-BELL "Handbook of PVC pipe design and construction" unless such standards conflict with these specifications, in which case these specifications shall govern.
3. Close open end of pipe with watertight plug when work is suspended temporarily and at the end of each work day.
4. Where existing sewers, water, gas, telephone, electric and cable television lines cross or are adjacent to new construction, take care not to damage them.
5. Pipe cutting must leave a smooth end at right angles to the axis of the pipe.
6. Remove all burrs from inside and outside of cut pipe.
7. Install fittings, valves, service connections, and other piping appurtenances in the locations shown on the Drawings or as directed by the Owner or Engineer.

8. Where the piping is to be constructed parallel to and close to existing buried utilities, the exact location of which is unknown, adjust the alignment of the piping to least interfere with these utilities, unless otherwise specifically shown or specified. However, the piping must remain within designated rights-of-way or easements.
9. Provide thrust restraint at all pipe joints, fittings, valves, etc. Refer to Article 3.02-H for restraining requirements.
10. Casing pipe shall be installed for service lines crossing under roads or streets.
11. Open excavations shall be satisfactorily protected at all times. At the end of each day's work, the open ends of all pipes shall be protected against the entrance of animals, earth, or debris by bulkheads or stoppers. Bulkheads or stoppers shall be perforated to allow passage of water into the installed pipe line to prevent flotation of the pipe line. All open trenches shall be backfilled to grade at the end of each work day regardless of the stage of construction.

E. Laying of Pipes on Curves

1. Pipe deflections, either horizontal or vertical, shall only occur at restrained mechanical joint fittings. Maximum deflections at fitting joints shall not exceed 50% of that recommended by the pipe manufacturer unless approved by the Owner.

F. Bedding and Backfill for Pipes

1. Requirements specified in Section 02221 shall apply.

G. Location and Identification

1. Pipe identification tape and utility marking tape shall be installed in conformance with the Drawings. Tape background colors and imprints shall be as follows:

<u>Imprint (Black Lettering)</u>	<u>Tape Color</u>
Caution – Irrigation Line Buried Below	Purple

2. The imprint shall be repeated along the entire length of tape. Tape shall have a width of 6-inches and shall be as manufactured by T. Christy Enterprises, Inc. Anaheim, CA or approved equal.
3. Pipe identification (warning) tape and utility marking tape shall be detectable, minimum 4.5 mil thickness. Pipe identification tape shall be installed in the trench 12 to 18-inches directly above the pipe. Utility marking tape shall be installed directly on top of the pipe. Utility marking tape shall be secured to the top of the pipe using nylon cable ties.

4. Locator wire (insulated 10-guage solid copper wire, purple) shall be attached to the 3 o'clock position of the pipe using nylon cable ties. Terminate insulated locator wires, capable of extending 12-inches above top of box, at each valve box pad. Splices shall be contained within a water tight silicone filled jacket.

H. Thrust Restraint

1. All buried pipe shall be fully restrained at all fittings, valves, etc., through use of approved restraining mechanisms as specified herein.
2. Approved Restraining Mechanisms

The Contractor may use the following approved restraining mechanisms for fittings, valves, pipe joints, etc.:

- a. For mechanical joint fittings: EBAA Iron Series 2000PV Megalug; Star Pipe Products Series 1000C; or approved equal.
- b. For C900-16 pipe bell restraint harnesses: EBAA Iron Tru-Dual Series 1500TD; Star Pipe Products Series 1100C; or approved equal.
- c. The distance from fitting to end of restrained length shall be as shown on the Drawings.
- d. Restraining mechanisms located within 20 feet of a gas line shall be polyethylene encased. Polyethylene encasement shall conform to AWWA/ANSI C105/A21.5. Material shall be black, furnished in sheet or tube form, and manufactured from LLDPE film of 0.008-inch minimum thickness.

END OF SECTION

SECTION 15064

DUCTILE IRON PIPE AND FITTINGS

1.00 GENERAL

1.01 DESCRIPTION

- A. Work Included:
 - 1. Furnish and install ductile iron pressure pipe and fittings.
 - 2. Construct pipe supports and joint restraints as required.
 - 3. Perform all other work required for a complete operating system.
- B. Referenced Standards:
 - 1. ANSI - American National Standards Institute
 - 2. AWWA - American Water Works Association

1.02 SUBMITTALS

- A. Submit shop drawings and product data.
- B. Submit certification that all pipe and fittings used for potable water service shall conform to one of the following standards:
 - 1. NSF International Standard 61 (Drinking Water System Components).
 - 2. Section 6 of NSF International Standard 14 (Plastics Piping System Components and Related Materials).
 - 3. Food and Drug Administration's Regulations for indirect food additives as contained in 21 CFR Parts 174 through 189.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Pipe and Fittings
 - 1. All types of pipe shall be handled in such manner as will prevent damage to the pipe or coating. Accidental damage to pipe or coating shall be repaired to the satisfaction of the Owner or shall be removed from the job. When not being handled, the pipe shall be supported on timber cradles or on properly prepared ground, graded to eliminate all stress points and to provide uniform support along the full length. When being transported, the pipe shall be supported at all times in a manner which will not permit distortion or damage to the lining or coating. Any unit of pipe that, in the opinion of the Owner, is damaged beyond repair shall be removed from the site of the work and replaced with another unit.

2. Handle all materials in accordance with manufacturer's recommendations to avoid any damage or deterioration.
3. Store all materials in such a manner as to protect against damage, and in locations that they will not interfere with public or private access or create a hazard.
4. Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations and any pipe or fitting that has been installed with dirt or foreign material in it shall be removed, cleaned and re-laid. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a water-tight plug.
5. Joint gaskets shall be stored in a clean, dark dry location until immediately before use. Keep gaskets out of contact with petroleum products.

2.00 PRODUCTS

2.01 MATERIALS

A. Ductile Iron Pipe and Fittings

1. Pipe
 - a. Buried ductile iron pipe shall conform to ANSI/AWWA C151/A21.51, Pressure Class 350 for 3-inch through 12-inch pipe, and Pressure Class 250 for 14-inch through 64-inch pipe. Pipe joints for buried piping shall be push-on conforming to AWWA/ANSI C111/A.21.11. Refer to Article 3.02-G for restraining requirements.
 - b. Flanged ductile iron pipe shall conform to ANSI/AWWA C115/A21.15, Special Thickness Class 53. Bolts, nuts and washers shall be type 316 stainless steel.
 - c. Mark each length of pipe with the pipe class, casting period, manufacturer's name or trade mark, and year of manufacture.
 - d. Ductile iron pipe shall have an interior lining of cement mortar in conformance with AWWA/ANSI C104/A21.4. Coat the outside surfaces of all buried pipe with asphaltic coating conforming to AWWA/ANSI C104/A21.4. Coat the outside surfaces of all flanged pipe with a rust inhibiting universal primer, minimum 3 mils dry film thickness.
 - e. Approved ductile iron pipe manufacturers include U.S. Pipe, American Ductile Iron Pipe Company and McWane Ductile.
2. Fittings

- a. Fittings for buried piping shall be compact ductile iron mechanical joint conforming to AWWA/ANSI C153/A21.53, 350 psi pressure rating. Refer to Article 3.02-G for restraining requirements.
 - b. Fittings for flanged piping shall be flanged ductile iron conforming to AWWA/ANSI C110/A21.10, 250 psi pressure rating. Bolts, nuts and washers shall be type 316 stainless steel.
 - c. Ductile iron fittings shall have an interior lining of cement mortar in conformance with AWWA/ANSI C104/A21.4. Coat the outside surfaces of all buried fittings with asphaltic coating conforming to AWWA/ANSI C104/A21.4. Coat the outside surfaces of all flanged fittings with a rust inhibiting universal primer, minimum 3 mils dry film thickness.
 - d. Approved ductile iron fitting manufacturers include Tyler Union, U.S. Pipe, American Ductile Iron Pipe Company, Star Pipe Products, Clow-McWane and Sigma Corporation.
3. Gaskets
- a. Mechanical and push-on joint gaskets shall conform to AWWA/ANSI C111/A21.11.
 - b. Flange gaskets shall be American Toruseal, U.S. Pipe Flange-Tyte, or approved equal. Flange gaskets shall be 1/8" thick, full face, SBR rubber, NSF/ANSI Standard 61 certified, and conform to AWWA/ANSI C111/A21.11, inclusive of the specially designed gasket requirements.
4. Polyethylene Encasement
- Buried ductile iron pipe, fittings and restraints shall be polyethylene encased. Polyethylene encasement shall conform to AWWA/ANSI C105/A21.5. Material shall be black, furnished in sheet or tube form, and manufactured from LLDPE film of 0.008-inch minimum thickness.

3.00 EXECUTION

3.01 INSPECTION

A. General

1. Each length of pipe shall bear the name or trademark of the manufacturer, the location of the manufacturing plant, and the class or strength classification of the pipe. The markings shall be plainly visible on the pipe barrel. Pipe which is not marked clearly is subject to rejection. All rejected pipe shall be promptly removed from the project site by the Contractor.
2. All pipe and accessories to be installed under this Contract shall be inspected and tested at the place of manufacture by the

manufacturer as required by the Standard Specifications to which the material is manufactured.

3. Each length of pipe shall be subject to inspection and approval at the factory, point of delivery, and site of work. If requested by the Owner, a sample of pipe to be tested shall be selected at random by the Owner or the testing laboratory hired by the Owner.
4. When the specimens tested conform to applicable standards, all pipe represented by such specimens shall be considered acceptable based on the test parameters measured. Copies of test reports shall be available before the pipe is installed in the project.
5. In the event that any of the test specimens fail to meet the applicable standards, all pipe represented by such tests shall be subject to rejection. The Contractor may furnish two additional test specimens from the same shipment or delivery, for each specimen that failed and the pipe will be considered acceptable if all of these additional specimens meet the requirements of the applicable standards. All such retesting shall be at the Contractor's expense.
6. Pipe, which has been rejected by the Owner, shall be removed from the site of the work by the Contractor and replaced with pipe which meets these specifications.

3.02 INSTALLATION

A. Survey Line and Grade

1. Pipe shall be laid to the lines and grades shown on the Drawings. The Contractor shall provide line and grade stakes at a 100-foot maximum spacing and at all line and/or grade change locations. Contractor shall provide Temporary Bench Marks at maximum 1000-foot intervals. The minimum pipe depth shall be as shown on the Drawings.

B. Pipe Preparation and Handling

1. All pipe and fittings shall be inspected prior to lowering into trench to insure no cracked, broken, or otherwise defective materials are being used. The Contractor shall clean ends of pipe thoroughly and remove foreign matter and dirt from inside of pipe and keep clean during and after laying.
2. Proper implements, tools, and facilities shall be used for the safe and proper protection of the Work. Pipe shall be lowered into the trench in such a manner as to avoid any physical damage to the pipe. Pipe shall not be dropped or dumped into trenches under any circumstances.

C. Trench Preparation and Pipe Bedding

1. Applicable provisions of Section 02221 shall apply. Also refer to Drawings.

2. Contractor shall prevent water from entering the trench during excavation and pipe laying operations to the extent required to properly grade the bottom of the trench and allow for proper compaction of the backfill. Pipe shall not be laid in water.

D. Pipe Laying

1. Contractor shall prevent foreign material from entering the pipe while it is being placed in the trench. Contractor shall remove all foreign material from the pipe or joint ring before the next pipe is placed. Pipe shall be lowered into trench and installed, one piece at a time. During laying operations, Contractor shall keep debris, tools, clothing, or other materials out of the pipe.
2. All ductile iron pipe shall be installed in accordance with AWWA C600 unless such standards conflicts with these specifications, in which case these specifications shall govern. Contractor shall cut pipe only as necessary to comply with alignment shown on the Drawings. Flame cutting of pipe shall not be allowed.
3. Contractor shall provide special tools and devices, such as special jacks, chokers, and similar items required for proper installation. Lubricant for the pipe gaskets shall be furnished by the pipe manufacturer, for potable water piping.
4. The pipe shall be polyethylene encased (8 mil) in accordance with AWWA/ANSI C105/A21.5. Encasement of all pipe joints shall consist of a minimum of one foot of polyethylene overlap onto the adjacent pipe at both ends. All overlap material shall be secured in place with at least two wraps of 1 ½ - inch x 8 mil polyethylene adhesive tape. Any slack liner material along the pipe barrel shall be taken up by folds secured in-place with adhesive tape. Repair any rips, punctures or other damage to polyethylene with tape or by patching.
5. Encasement of all valves, fittings, restraints and specialty items shall be jointed with proper overlaps and fastening as described above. Prepare openings for service taps, air reliefs, etc., by making a cut in the polyethylene and temporarily folding back the edges. After installation is completed, replace the polyethylene and repair the cut with polyethylene adhesive tape.
6. Care shall be taken during backfilling so that no damage will occur to the polyethylene encasement.
7. Close open end of pipe with watertight plug when work is suspended temporarily and at the end of each work day.
8. Where existing sewers, water, gas, telephone, electric and cable television lines cross or are adjacent to new construction, take care not to damage them.
9. Pipe cutting must leave a smooth end at right angles to the axis of the pipe.

10. Remove all burrs from inside and outside of cut pipe.
11. Install fittings, valves, service connections, and other piping appurtenances in the locations shown on the Drawings or as directed by the Owner or Engineer.
12. Provide thrust restraint at all pipe joints, fittings, valves, etc. Refer to Article 3.02-H for restraining requirements.
13. Casing pipe shall be installed for service lines crossing under roads or streets.
14. Open excavations shall be satisfactorily protected at all times. At the end of each day's work, the open ends of all pipes shall be protected against the entrance of animals, earth, or debris by bulkheads or stoppers. Bulkheads or stoppers shall be perforated to allow passage of water into the installed pipe line to prevent flotation of the pipe line. All open trenches shall be backfilled to grade at the end of each work day regardless of the stage of construction.

E. Laying of Pipes on Curves

1. Long radius curves, either horizontal or vertical, may be laid with standard pipe by deflections at the joints. Maximum deflections at pipe joints and laying radius for the various pipe lengths shall not exceed 50% of that recommended by the pipe manufacturer unless approved by the Owner.

F. Bedding and Backfill for Pipes

1. Requirements specified in Section 02221 shall apply.

G. Location and Identification

1. Pipe identification tape and utility marking tape shall be installed in conformance with the Drawings. Tape background colors and imprints shall be as follows:

<u>Imprint (Black Lettering)</u>	<u>Tape Color</u>
Caution – Irrigation Line Buried Below	Purple

2. The imprint shall be repeated along the entire length of tape. Tape shall have a width of 6-inches and shall be as manufactured by T. Christy Enterprises, Inc. Anaheim, CA or approved equal.
3. Pipe identification (warning) tape and utility marking tape shall be detectable, minimum 4.5 mil thickness. Pipe identification tape shall be installed in the trench 12 to 18-inches directly above the pipe. Utility marking tape shall be installed directly on top of the pipe. Utility marking tape shall be secured to the top of the pipe using nylon cable ties.

4. Locator wire (insulated 10-guage solid copper wire, purple) shall be attached to the 3 o'clock position of the pipe using nylon cable ties. Terminate insulated locator wires, capable of extending 12-inches above top of box, at each valve box pad. Splices shall be contained within a water tight silicone filled jacket.

H. Thrust Restraint

1. All buried pipe shall be fully restrained at all fittings, valves, etc., through use of approved restraining mechanisms as specified herein.

2. Approved Restraining Mechanisms – Mechanical Joint Fittings

The Contractor may use the following approved restraining mechanisms for mechanical joint fittings:

- a. EBAA Iron Series 1100 Megalug
- b. Star Pipe Products Star Grip Series 3000
- c. Sigma One-Lok Model SLDE

3. Approved Restraining Mechanisms – Ductile Iron Pipe Bells

The Contractor may use the following approved restraining mechanisms for ductile iron pipe bells:

- a. EBAA Iron Tru-Dual Series 1500TD
- b. Star Pipe Products Stargrip Series 3100S
- c. Sigma PV-Lok Series PWP-C

END OF SECTION

SECTION 15100
VALVES AND APPURTENANCES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Install valves and other required piping system appurtenances. Furnish all materials required to install, test, and place the facilities in service.
- B. Related work specified elsewhere:
 - 1. Section 02221 – Trenching, Backfilling and Compacting.

1.02 REFERENCE STANDARDS

- A. American Society of Testing and Materials (ASTM).
- B. American Water Works Association (AWWA).
- C. American National Standard Institute (ANSI).

1.03 SUBMITTALS

- A. Submit shop drawings in accordance with Section 01340.
- B. Operation and Maintenance Manuals
 - 1. After approval of shop drawings, submit the following:
 - a. Operation and maintenance manuals for valves and appurtenances.
 - b. Complete parts list.

1.04 INSPECTION

- A. Prior to installation visually inspect all valves and appurtenances for visible defects.
- B. Operate all valves to both the fully opened and fully closed position.
- C. Verify that the valve opens in the direction specified.

PART 2 - PRODUCTS

2.01 GENERAL VALVE FEATURES

- A. Mark on each valve the valve type, size, rating, flow direction arrow (if

applicable) and manufacturer.

- B. All valves open by turning to the left (counterclockwise), where applicable.
- C. Extension stems shall be provided on all buried valves when the operating nut is deeper than 4 feet below the final grade, with sufficient stem extension to place the nut not more than 4 feet below grade. Where extension stems are required within valve boxes, approved insert stem guides shall be provided.
- D. Buried valves shall be mechanical joint unless otherwise noted. Above grade valves shall be flanged unless otherwise noted. Exposed bolts and nuts shall be stainless steel.

2.02 GATE VALVES

A. GATE VALVES - RESILIENT WEDGE, MECHANICAL JOINT

- 1. Gate valves shall be iron body, bronze mounted, resilient wedge, and shall conform to AWWA C509 or AWWA C515.
- 2. Gate valves shall be NRS equipped with a 2" square actuating nut, mechanical joint ends and shall be vertically-mounted. Valves 14" and larger in diameter and shall be equipped with a spur gear actuator.
- 3. Valves shall have a synthetic rubber encapsulated gate and shall have impregnated bronze mechanical components for permanent lubrication. Valve opening direction shall be consistent with operation of existing valves in the water works in which the valves are installed, unless otherwise directed by the Engineer. Valves shall have an arrow cast in the metal of operation nuts indicating the direction of opening. Valves shall be resilient wedge gate valves manufactured by Mueller, Clow-McWane or American Flow Control.
- 4. Valve interior and exterior shall be coated with an epoxy protective coating meeting NSF International Standard 61 (Drinking Water System Components).
- 5. Buried gate valves and valve boxes located within 20 feet of a gas main shall be polyethylene encased. Polyethylene encasement shall conform to AWWA/ANSI C105/A21.5. Material shall be black, furnished in sheet or tube form, and manufactured from LLDPE film of 0.008-inch minimum thickness.

2.03 VALVE BOXES

- A. Valve boxes shall be cast iron with a minimum interior shaft diameter of 5-1/4 inches. Valve boxes shall be two or three piece type. Each two piece box shall be complete with bottom section, top section, and cover. Each three piece box shall be complete with base, center section, top section, and cover. Valve boxes shall be extension type with slide or screw type adjustment. Each base and bottom section shall be the proper size for the valve served. Each valve box assembly shall be the proper length for the valve served. The minimum thickness of metal shall be 3/16 inch. Valve

box covers shall be stamped "Irrigation."

- B. Valve boxes shall be manufactured by Star Pipe Products or approved equal.

2.04 AIR RELEASE VALVE

- A. Combination Air Valve
 - 1. Combination Air Valve, Model D-040-C, as manufactured by A.R.I. USA, Inc. The valve shall have the following features:
 - a. 2-inch threaded connection.
 - b. Ductile iron shell.
 - c. NSF 61 certified materials.

2.05 STAINLESS STEEL BALL VALVES

- A. Model 4880 full port stainless steel ball valves as manufactured by Red-White Valve Corporation, or approved equal:
 - 1. Body: Type 316 SS.
 - 2. Trim: Type 316 SS.
 - 3. End Connections: Female NPT.
 - 4. Handle: Type 304 SS, plastic coated.
 - 5. Pressure Rating: 2000 lb. WOG.
 - 6. Stem: Blow-out proof.
 - 7. Port: Full
 - 8. Standard: MSS-SP-110

2.06 POLYMER CONCRETE BOXES

- A. Polymer concrete box for air release valve assemblies shall be 24" x 24" x 24" with standard open bottom, Quazite brand, as manufactured by Hubbell Power Systems or approved equal. Additional features include:
 - 1. Box shall be provided with a one piece polymer concrete cover equipped with two stainless steel hex bolts for securing the cover to the box.
 - 2. Box (Tier 22) shall be Quazite Part No. PG2424BA24.
 - 3. Cover (Tier 8) shall be Quazite Part No. PG2424CAZA ("Irrigation" logo).
- B. Polymer concrete box for blow-off assemblies shall be 24" x 36" x 18" with standard open bottom, Quazite brand, as manufactured by Hubbell Power Systems or approved equal. Additional features include:

1. Box shall be provided with a one piece polymer concrete cover equipped with two stainless steel hex bolts for securing the cover to the box.
2. Box (Tier 22) shall be Quazite Part No. PG2436BA18.
3. Cover (Tier 8) shall be Quazite Part No. PG2436CAZA ("Irrigation" logo).

3.00 EXECUTION

3.01 INSTALLATION

- A. Install all items in accordance with the Drawings and the manufacturer's written recommendations.
- B. Clean the interiors of valves of foreign matter before installation. Tighten stuffing boxes. Inspect valves in opened and closed positions to ensure all parts are in working condition.
- C. Set valves and valve boxes plumb. Center valve boxes on the valves or valve operators. Install valve box so that it does not touch the valve body. Locate valves outside the area of roads and streets where feasible. Tamp backfill around each valve box to a distance of 4 feet on all sides of the box or to the undisturbed trench face if less than 4 feet.
- D. After valve installation and backfilling is completed, center a concrete collar, reinforced as shown on the Drawings, on the valve box.

END OF SECTION

SECTION 15399
DISINFECTION OF WATER LINE

1.00 GENERAL

1.01 WORK INCLUDED

- A. The work covered by this Section includes furnishing all labor, equipment and materials required for the disinfection of installed irrigation piping.
- B. The work also includes the collection and testing of water samples for bacteriological analysis.
- C. Related Work
 - 1. Division 1: General Requirements

1.02 REFERENCE STANDARDS

- A. The disinfection shall be performed in accordance with AWWA C651 "Disinfecting Water Mains".

2.00 PRODUCTS

2.01 CHLORINE AND WATER

- A. Chlorine and water used for flushing, pigging, disinfection and testing shall be furnished and paid for by the Contractor.

3.00 EXECUTION

3.01 SETUP, FLUSHING, PIGGING, DISINFECTION AND BACTERIOLOGICAL TESTING

- A. The Contractor shall furnish all equipment, temporary sample taps and operating personnel necessary to conduct the flushing, pigging, disinfection and testing work. The temporary sample taps shall be sealed to the satisfaction of the Engineer following successful testing.
- B. Prior to disinfection, all piping shall be flushed and then pigged. Flushing shall be in accordance with AWWA C651. Pigging shall be as detailed in the "TOHOPEKALIGA WATER AUTHORITY STANDARDS, SPECIFICATIONS, AND DETAILS, 2017 EDITION." Reference Section 61.6.3.
- C. Disinfection shall be in accordance with AWWA C651. Care shall be taken to insure complete disinfection of all parts of the work. The operation shall be repeated as necessary to provide complete disinfection.
- D. Water discharged during the flushing, pigging and disinfection processes shall be routed to stormwater detention areas or other upland locations as approved by the Engineer. Water shall not be discharged to wetlands or surface waters.

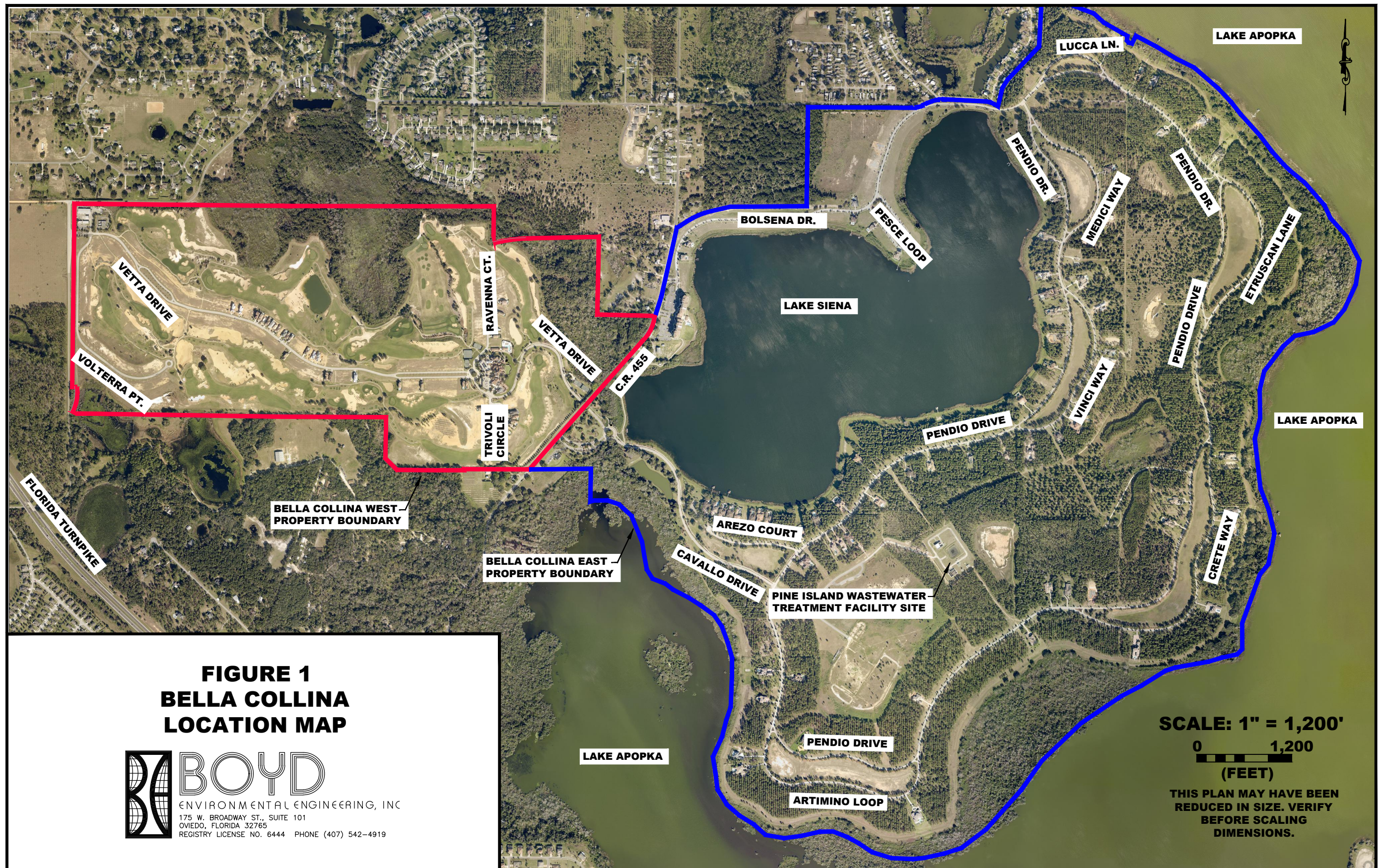
- E. After disinfection has been accomplished, samples of water for bacteriological analysis shall be collected for at least two consecutive days and submitted for testing by a State Certified laboratory, at no additional cost to the Owner. A total of ten (10) locations shall be sampled. The specific sample locations shall be identified by the Engineer. Should these samples or subsequent samples prove to be unsatisfactory, repeat disinfection and testing until a sufficient number of satisfactory samples are obtained.
- F. Contractor shall submit proof of satisfactory bacteriological testing to the Engineer.
- G. All test reports provided by the State certified laboratory shall be recorded on the correct DEP/DOH format.

END OF SECTION

APPENDIX A

FIGURES

Figure No.	Title
1	Bella Collina Location Map



APPENDIX B

INSURANCE REQUIREMENTS AND WARRANTY BOND

Exhibit No.	Title
I	Contractor Insurance Requirements
II	Warranty Bond

EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

- A. The Contractor shall not commence Work under this Agreement until he has obtained and provided insurance of the character specified below and in such amounts that will protect the Owner, Engineer and all additional named insureds and the Contractor against all liabilities, damages and accidents. Additionally, all Subcontractors shall meet these insurance requirements. The insurance obtained by the Contractor and Subcontractors is subject to the approval of the Owner. The Contractor shall not allow any Subcontractor to commence Work on his subcontract until all insurance required of the Subcontractor has been so obtained, provided, and approved. Neither the approval of the Owner, nor a failure to disapprove insurance furnished by the Contractor or Subcontractor, shall release the Contractor or Subcontractor of full responsibility for liability, damages, and accidents as set forth herein.
- B. The Contractor shall submit all required Certificates of Insurance (COI's), including all COI's required for the Subcontractors, within twenty-one (21) calendar days following Contractor's receipt of the executed Agreement from the Owner. The Owner has the right to grant exceptions to the insurance requirements on a case by case basis but is not obligated to do so. The provision of compliant COI's by the Contractor and all Subcontractors is a necessary precursor to the issuance of a Notice to Proceed for the Work
- C. For purposes of the following insurance requirements, "Insured" shall refer to any Contractor or Subcontractor.

I.	WORKERS COMPENSATION:	Statutory Limits
	Employers Liability:	
	Bodily Injury by Accident	\$1,000,000 each accident
	Bodily Injury by Disease	\$1,000,000 policy limit
	Bodily Injury by Disease	\$1,000,000 each employee

Insured must provide a Waiver of Subrogation endorsement in favor of the Bella Collina Community Development District, Bella Collina Property Owners Association, Inc., DCS Real Estate Investments LLC, DCS Capital Investments LLC, and Boyd Environmental Engineering, Inc.

Any company that contends that it is legally exempt from workers compensation coverage within the State of Florida may request approval to be exempt from the above workers compensation insurance requirements. In order to make such a request, the company must submit for review a valid "Certificate of Election to be Exempt" as issued by the Florida Division of Worker's Compensation. Upon approval of the submitted certificate (if granted), the company will be exempt from the above workers compensation coverage requirements, provided that the company maintains its legal exemption status throughout the life of this Agreement. Such proof of continued exemption status must be provided via submittal of a renewed "Certificate of Election to be Exempt" if the originally submitted certificate expires during the life of this Agreement.

II. **COMMERCIAL GENERAL LIABILITY:** (Occurrence Form)

General Aggregate (Per Job Site)	\$2,000,000
Products/Completed Operations, Aggregate	\$2,000,000

Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$ 100,000

Coverage shall include Contractual Liability and the Per Project Aggregate Limit shall be applicable to the General Liability Coverage.

III. COMMERCIAL AUTOMOBILE LIABILITY:

Combined Single Limit (Each Accident)	\$1,000,000
All Owned, Non-Owned & Hired Vehicles shall be insured.	

IV. UMBRELLA LIABILITY:

Each Occurrence	\$1,000,000
Aggregate – per job site	\$1,000,000
Self Insured Retention – not in excess of	\$ 10,000

V. Insured shall name the following entities on its Commercial General Liability, Business Automobile Liability and Umbrella Liability Policies as Additional Insureds:

- a. Bella Collina Community Development District
- b. Bella Collina Property Owners Association, Inc.
- c. DCS Real Estate Investments LLC
- d. DCS Capital Investments LLC
- e. Boyd Environmental Engineering, Inc.
- f. Directors, officers, managers, agents, owners and employees of the above entities

Such policies shall be endorsed to provide primary & non-contributory coverage to the Additional Insureds in relation to any and all other liability insurance policies carried by or for the benefit of the Additional Insureds.

VI. The Contractor shall purchase and maintain property insurance in compliance with Paragraph 6.04 of the Standard General Conditions of the Construction Contract as amended by the Supplementary Conditions. This insurance shall include interests of Owner as loss payee with respect to any goods or materials paid for by Owner. The property insurance shall also designate the entities identified in Paragraph V and all Subcontractors in the Work as Additional Insureds. This policy of insurance shall bear a deductible which shall be borne by the Contractor.

VII. Neither the Bella Collina Community Development District, Bella Collina Property Owners Association, Inc., DCS Real Estate Investments LLC, DCS Capital Investments LLC, or Boyd Environmental Engineering, Inc. shall be responsible for, nor shall they insure, the personal property of the Insured including, but not limited to, tools and equipment located at the job site.

VIII. Insured shall purchase and maintain such insurance with insurance companies acceptable to Owner. The companies must maintain a minimum A.M. Best

insurance rating of A-IX.

- IX. Subcontractor insurance required herein shall remain in effect for one (1) year from the date of final acceptance of the Work by Owner. The Contractor's insurance required herein (except for property insurance) shall remain in effect for two (2) years from the date of final acceptance of the Work by Owner. Contractor's property insurance shall remain in effect until the date of final acceptance of the Work by Owner.
- X. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to the Bella Collina Community Development District. The certificate holder shall read:

Bella Collina Community Development District
219 E. Livingston Street
Orlando, FL 32801

- XI. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to the Bella Collina Property Owners Association Inc. The certificate holder shall read:

Bella Collina Property Owners Association, Inc.
c/o Artemis Lifestyle Services, Inc.
8390 Champions Gate Blvd., Suite 304
Champions Gate, FL 33896

- XII. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to DCS Real Estate Investments LLC. The certificate holder shall read:

DCS Real Estate Investments LLC
505 S. Flagler Drive, Suite 900
West Palm Beach, FL 33401-5948

- XIII. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to DCS Capital Investments LLC. The certificate holder shall read:

DCS Capital Investments LLC
505 S. Flagler Drive, Suite 900
West Palm Beach, FL 33401-5948

- XIV. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to Boyd Environmental Engineering, Inc. The certificate holder shall read:

Boyd Environmental Engineering, Inc.
175 West Broadway Street, Suite 101
Oviedo, Florida 32765

- D. The Contractor and each Subcontractor shall maintain such required insurance as identified herein, and no modification or change of insurance coverage and provision shall be made without thirty (30) days written advance notice to the Owner.

EXHIBIT II

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____, hereinafter referred to as "Contractor" and _____, hereinafter referred to as "Surety" are held and firmly bound unto Bella Collina Community Development District, hereinafter referred to as OWNER, in the sum of fifteen percent (15%) of the Final Contract Price for the Project known as Bella Collina Residential Irrigation Piping Improvements. The Work to which this Warranty Bond applies is further described as follows:

1. Construct and test irrigation mains within the Bella Collina community located along C.R. 455, south of the Town of Montverde in Lake County, Florida.

The Final Contract Price for the Work is \$ _____; therefore, the Contractor and Surety are held and firmly bound unto OWNER the sum of \$ _____ for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Work was completed pursuant to an Agreement dated _____, _____, and;

WHEREAS, the Contractor warrants and guarantees to the OWNER that all labor, materials, equipment and services furnished and performed have been done in a good and workmanlike manner and are of the highest quality, free from Defects; and

WHEREAS, Contractor is obligated to protect the OWNER against any Defects resulting from faulty materials or workmanship provided for said Work and to maintain said Work for a period of two (2) years from the date of Final Completion of said Work, which is _____.

NOW THEREFORE, the conditions of this obligation are such that if Contractor shall promptly and faithfully protect the OWNER against any Defects resulting from faulty materials and workmanship of the aforesaid Work and maintain said Work for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The OWNER shall notify the Contractor in writing of any Defect for which the Contractor is responsible and shall specify in said notice a reasonable period of time within which Contractor shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Contractor fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from OWNER, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Should the Surety fail or refuse to correct said Defects, the OWNER, in view of the public interest, health,

safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Contractor and Surety and either, both at law and in equity, including specifically, specific performance to which the Contractor and Surety unconditionally agree.

The Contractor and Surety further jointly and severally agree that the OWNER at its option, shall have the right to correct said Defects resulting from faulty materials or workmanship, or, pursuant to advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Contractor shall fail or refuse to do so, and in the event the OWNER should exercise and give effect to such right, the Contractor and the Surety shall jointly and severally hereunder reimburse the OWNER the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages either direct or consequent which may be sustained on account of the failure of the Contractor to correct said defects.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, _____.

ATTEST:

CONTRACTOR

CONTRACTOR

CONTRACTOR Attesting Authority

By: CONTRACTOR Signatory Authority

Typed Name

Typed Name and Title

(CORPORATE SEAL)

Address

(Witness to CONTRACTOR)

City, State, Zip

Typed Name

Telephone No. Facsimile No.

ATTEST:

(SURETY) Secretary

Typed Name

(CORPORATE SEAL)

Witness as to SURETY

Typed Name

SURETY

SURETY

By: _____
Attorney-in-Fact

Typed Name

Address

City, State, Zip

Telephone No. Facsimile No.

NOTE: If Contractor is a joint venture, all venturers shall execute the Bond. If Contractor is Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by Owner.

ATTACH a certified Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bond on behalf of Surety.

APPENDIX C

APPLICATION FOR PAYMENT AND LIEN RELEASE FORMS

Exhibit No.	Title
III	Application for Payment
IV	Waiver and Release of Lien Upon Progress Payment
V	Waiver and Release of Lien Upon Final Payment
VI	Consent of Surety to Final Payment

EXHIBIT III
APPLICATION FOR PAYMENT

Project Name: Bella Collina Residential Irrigation Piping Improvements

Owner: Bella Collina Community Development District

Project No.: _____

Contractor: _____

Payment Request No.: _____

Period Ending Date: _____

STATEMENT OF WORK

1.	Original Contract Price	
2.	Net Change Order	
3.	Current Contract Price	
4.	Total Completed to Date	
5.	Amount Retained (10% of Line 4)	
6.	Total Earned Less Retainage (Line 4 Minus Line 5)	
7.	Previous Payments Approved	
8.	Amount Due This Payment (Line 6 Minus Line 7)	
9.	Balance to Finish, Less Retainage (Line 3 Minus Line 4)	

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that the undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done for the Project referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances; (3) the items covered by this Application for Payment have not been paid and there is no vendor's, mechanic's, or other liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made; (4) all items and amounts shown on the face of this Application No. _____ are correct and (5) all Work has been completed in full accordance with the terms and conditions of the Agreement between the Owner and Contractor dated _____ and the Work is not defective.

CONTRACTOR: _____

By _____
(Signature of Authorized Representative)

Date

Printed Name and Title

COUNTY OF _____
STATE OF FLORIDA

Before me on this _____ day of _____, _____, appeared _____, who is personally known to me, or has produced _____ as identification and who did take an oath who, being duly sworn did depose and say that he/she is the _____ of the Contractor above-mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Public in and for the County and State Aforementioned)

SEAL

My commission expires: _____

SUBCONTRACTOR AND SUPPLIER LISTING

The following is a list of Subcontractors and Suppliers who have performed Work or provided equipment or materials during time period represented by this Application and the dollar amount of the Work or equipment/materials provided (add to the table as necessary to provide a complete list). This list shall be used to track all required subcontractor/supplier lien releases for the Project. Owner does not pay for stored materials or equipment.

NAME	AMOUNT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that the Work has progressed to the point indicated and, that to the best of his knowledge, has been performed in accordance with the Contract Documents, and that the Contractor is entitled to payment for the Amount Certified.

Boyd Environmental Engineering, Inc.
Engineer

James C. Boyd, P.E.
Printed or Typed Name and Title of Authorized Representative

Monthly Application for Payment	Final Application for Payment
1. Updated Project Schedule	1. Waiver and Release of Lien Upon Final Payment (Contractor, Subcontractors and Suppliers)
2. Waiver and Release of Lien Upon Progress Payment (Contractor, Subcontractors and Suppliers)	2. Fully Executed Warranty Bond
	3. Fully Executed Consent of Surety to Final Payment

EXHIBIT IV

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned Lienor, in consideration of the progress payment in the amount of \$_____, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through (date) _____ to _____ for the Project known as Bella Collina Residential Irrigation Piping Improvements, whose Owner is Bella Collina Community Development District. The labor, services or materials furnished relate to improvements to the following property: real property and real property interests in Lake County, Florida of Bella Collina Community Development District, Bella Collina Property Owners Association, Inc., DCS Real Estate Investments LLC, and DCS Capital Investments LLC.

This waiver and release of lien does not cover any retention of labor, services or materials furnished after the date specified.

Dated on _____

Lienor: _____

Address: _____

By: _____
Signature

Printed Name and Title

Sworn to and subscribed before me this _____ day of _____

Signature of Notary Public
Commissioned State of Florida

Print, Type or Stamp
Name of Notary Public

Personally Known _____ Or, Produced Identification _____

Type of Identification Produced _____

EXHIBIT V

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned Lienor, in consideration of the final payment in the amount of \$_____, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to _____ for the Project known as Bella Collina Residential Irrigation Piping Improvements, whose Owner is Bella Collina Community Development District. The labor, services or materials furnished relate to improvements to the following property: real property and real property interests in Lake County, Florida of Bella Collina Community Development District, Bella Collina Property Owners Association, Inc., DCS Real Estate Investments LLC, and DCS Capital Investments LLC.

Dated on _____

Lienor: _____

Address: _____

By: _____

Signature

Printed Name and Title

Sworn to and subscribed before me this _____ day of _____

Signature of Notary Public

Commissioned State of Florida

Print, Type or Stamp

Name of Notary Public

Personally Known _____ Or, Produced Identification _____

Type of Identification Produced _____

EXHIBIT VI

CONSENT OF SURETY TO FINAL PAYMENT

WE, _____, hereinafter known as Surety, having heretofore executed Performance and Payment Bonds No. _____ for the Project known as Bella Collina Residential Irrigation Piping Improvements, in the amount of \$ *_____, hereby agree that Bella Collina Community Development District, hereinafter known as OWNER, may make full payment of the final estimate, including the retained percentage, to _____, hereinafter known as CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the OWNER from all liability to Surety resulting from full payment to CONTRACTOR. It is fully understood that the granting of the right to the OWNER to make payment of the final estimate to said CONTRACTOR and/or his assigns, shall in no way relieve this Surety of its obligations under its bond, as set forth in the Contract Documents pertaining to the above Project.

** = Dollar Value of Issued Performance and Payment Bonds*

IN WITNESS WHEREOF, the Surety has caused this instrument to be executed on its behalf by its _____ and its duly authorized Attorney-in-Fact, and its corporate seal to be hereunto affixed, all on this _____ day of _____.

Signature of Surety Officer

Signature of Attorney-in-Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ of _____ (Surety), on behalf of the Surety, who is personally known to me or has produced _____ as identification.

Sworn to and subscribed to before me this _____ day of _____,

(Signature)

(Print name) Notary Public in and for the County and State Aforementioned

My Commission Expires: _____

SECTION B

**CONSTRUCTION FUNDING AGREEMENT BETWEEN
BELLA COLLINA COMMUNITY DEVELOPMENT DISTRICT AND
DCS REAL ESTATE INVESTMENTS, LLC**

THIS AGREEMENT (“Agreement”) is made and entered into this _____, 2023, by and between:

BELLA COLLINA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the Lake County, Florida, with a mailing address of c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter "District"), and

DCS REAL ESTATE INVESTMENTS, LLC, a Florida limited liability company, with a mailing address of 505 South Flagler Drive, Suite 900, West Palm Beach, FL 33401 and the owner of certain undeveloped lands within the District (hereinafter "Developer").

RECITALS

WHEREAS, the District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”) for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including surface water management systems, water and wastewater facilities, roadways, landscaping, parks, and recreational facilities and uses; and

WHEREAS, the Developer is the owner and/or developer of certain lands located within the boundaries of the District known as Bella Collina (hereinafter, the "Development") upon which the District's improvements have been or will be made; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated master utility improvements and facilities within the Development, which is described in **Exhibit A** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “Improvements”); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary or desired utility improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the

parties agree that, in the event that bonds are issued, the funds provided under this Agreement is expected to be reimbursable from those bonds.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. FUNDING. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements. In addition to engineering and consulting costs associated with the Improvements, the District shall enter into a Residential Irrigation Piping Improvements Contract with Carr & Collier Inc., for the installation of irrigation system piping in an approximate amount of \$1,300,000.00. Developer will make such funds to cover the costs of the agreements available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

3. REPAYMENT. The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Bella Collina Community Development District
c/o Governmental Management Services –
Central Florida, LLC
219 E. Livingston St.
Orlando, Florida 32801
Attn: District Manager

With a copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.

B. If to Developer: DCS Real Estate Investments

Attn: Mr. Paul Simonson

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or

for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**BELLA COLLINA COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

**DCS REAL ESTATE INVESTMENTS,
LLC**, a Florida limited liability company

Print Name: _____

By: _____
Its: _____

SECTION VII

SECTION C

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MONTHLY SUMMARY REPORT

State Board of Administration of Florida

July 2023

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3	DISCLOSURE OF MATERIAL IMPACTS
3	FACTS-AT-A-GLANCE
4	PORFOLIO MANAGER COMMENTARY
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16	TRADE ACTIVITY

Past performance is no guarantee of future results.

Views are as of the issue date and are subject to change based on market conditions and other factors. These views should not be construed as a recommendation for any specific security.

An investment in Florida PRIME is neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Although money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in this fund.

INTRODUCTION

This report is prepared for stakeholders in Florida PRIME in accordance with Section 218.409(6)(a), Florida Statutes. The statute requires:

- (1) Reporting of any material impacts on the funds and any actions or escalations taken by staff to address such impacts;
- (2) Presentation of a management summary that provides an analysis of the status of the current investment portfolio and the individual transactions executed over the last month; and
- (3) Preparation of the management summary “in a manner that will allow anyone to ascertain whether the investment activities during the reporting period have conformed to investment policies.”

This report, which covers the period from July 1, 2023, through July 31, 2023, has been prepared by the SBA with input from Federated Investment Counseling (“Federated”), investment advisor for Florida PRIME in a format intended to comply with the statute.

DISCLOSURE OF MATERIAL IMPACTS

During the reporting period, Florida PRIME was in material compliance with investment policy. There were no developments that had a material impact on the liquidity or operation of Florida PRIME. Details are available in the PRIME policy compliance table. This report also includes details on market conditions; fees; fund holdings, transactions and performance; and client composition.

PRIME™ STATISTICS

(As of July 31, 2023)

Total Participants
775

Florida PRIME™
Total Participant Balance
\$21,514,862,581

Total Number of Accounts
1,424

FACTS-AT-A-GLANCE PRIME is an exclusive service for Florida governmental organizations, providing a cost-effective investment vehicle for their surplus funds. Florida PRIME, the Local Government Surplus Funds Trust Fund, is utilized by hundreds of governmental investors including state agencies, state universities and colleges, counties, cities, special districts, school boards, and other direct support organizations of the State of Florida.

Florida PRIME is a government investment pool that offers management by an industry leader in professional money management, conservative investment policies, an extensive governance framework, a Standard & Poor’s “AAAm” rating, full transparency, and best-in-class financial reporting.

PORTFOLIO MANAGER COMMENTARY

A compromise pleases no one completely, but the Federal Reserve had to take the middle ground at its policy-setting meeting in the last full week of July. Despite reports of a growing divide among Federal Open Market Committee (FOMC) participants as to the proper course of monetary policy, there was no evidence of dissension in the post-meeting statement. Far from it. Their hike of the fed funds target range by 25 basis points to a 22-year high of 5.25-5.50% was unanimous. It's that they simply don't know where the economy is situated and are wisely being cautious.

The issue is that economic growth is more robust than expected and inflation is declining at an uncertain pace—factors arguing for continued tightening. Yes, June was a good month. The Consumer Price Index (CPI) rose at a slower pace, with an annualized increase of 3% for the headline and 4.8% for core (which strips out volatile food and energy prices). The Personal Consumption Expenditures index followed suit, with an increase of 3%, the lowest level since March of 2021, 4.2% for core, the lowest since September 2021.

But all of these numbers are appreciatively higher than the 2% level that the Fed targets. And in any case, we can't expect inflation to stick a landing because of the uncertain timing of the lags with which policy takes. If the rapid pace of hikes has indeed blunted activity, it hasn't shown in an unequivocal manner. If the lags are more traditional—12 to 18 months, if not more—then a wave of restriction has yet to hit. This is more likely, as policy only stopped being accommodative in the second half of last year. And therefore the compromise makes sense: being open to more tightening but allowing data to show the way. To this point, in his press conference, Chair Jerome Powell said the Fed will have a trove of

economic reports before its next FOMC meeting, which is not until September. If inflation does dip consistently below 3% and the economy (specifically the labor market) is still in good shape, the Fed will be overjoyed.

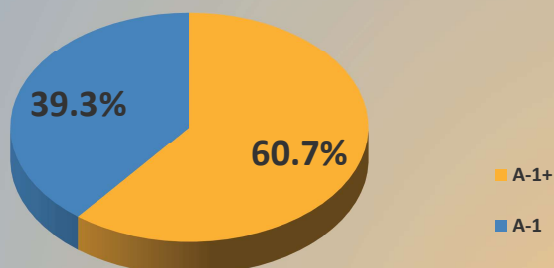
The Fed also should be pleased with how well the market has absorbed the recent deluge of Treasury securities without any corresponding impact on the functioning of the funding markets. The Treasury Department has issued over \$700 billion in bills since the suspension of the federal debt limit in early June. This rapid replenishing of its cash balance, boosting its coffers more than \$500 billion, had the potential to put downward pressure on bank reserves. But bank reserves did not decline as feared.

In July, assets of the Pool remained at \$21.4 billion despite the seasonal outflow period. The yield of the portfolio rose 19 basis points to 5.59%. Over the month, the portfolio's Weighted Average Maturity (WAM) moved in by 4 days to 33 and its Weighted Average Life (WAL) decreased by 5 days to 77. The target range for WAM was extended, as well, increasing from 25-35 days to 30-40. Trades were focused in the short end of the yield curve, especially in the 2- to 3-month area ahead of the Fed's September policy-setting meeting. The portfolio manager also found value in 1-year bank paper and floating-rate commercial paper.

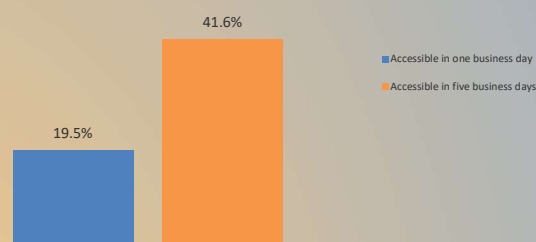
At the end of the month, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 5.32%, 5.37%, 5.45%, and 5.41% respectively; the 1-, 3-, 6- and 12-month Bloomberg Short-Term Bank Yield Index rates (BSBY) were 5.35%, 5.53%, 5.77% and 5.96%, respectively

PORTFOLIO COMPOSITION FOR JULY 2023

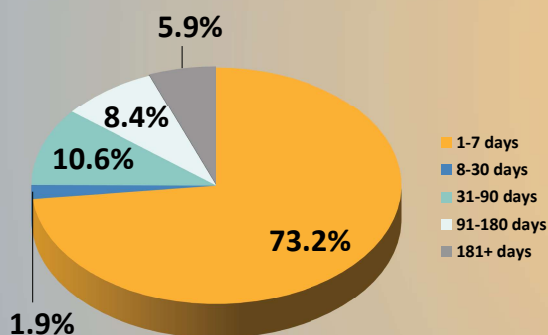
CREDIT QUALITY COMPOSITION



HIGHLY LIQUID HOLDINGS



EFFECTIVE MATURITY SCHEDULE



TOP HOLDINGS & AVG. MATURITY

1. Canadian Imperial Bank of Commerce	5.1%
2. Bank of Montreal	5.0%
3. Bank of Nova Scotia, Toronto	5.0%
4. Royal Bank of Canada	5.0%
5. Cooperatieve Rabobank UA	5.0%
6. Mizuho Financial Group, Inc.	5.0%
7. ABN Amro Bank NV	4.9%
8. Australia & New Zealand Banking Group, Melbourne	4.9%
9. DNB Bank ASA	4.7%
10. Sumitomo Mitsui Trust Holdings, Inc.	4.5%

Average Effective Maturity (WAM)

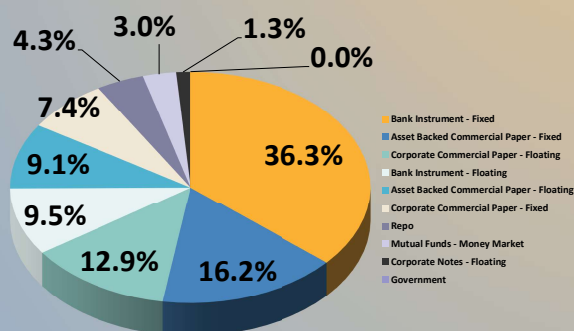
33 Days

Weighted Average Life (Spread WAL)

77 Days

Percentages based on total value of investments

PORTFOLIO COMPOSITION



FUND PERFORMANCE THROUGH JULY 2023

Florida PRIME Performance Data			
	Annualized Net Participant Yield ¹	Net-of-Fee Benchmark ²	Above (Below) Benchmark
One Month	5.53%	5.04%	0.48%
Three Months	5.45%	5.02%	0.43%
One Year	4.37%	3.94%	0.43%
Three Years	1.66%	1.42%	0.24%
Five Years	1.81%	1.58%	0.24%
Ten Years	1.25%	1.03%	0.23%
Since 1/96	2.44%	2.22%	0.22%

Note: Net asset value at month end: \$21,514.7 million, which includes investments at market value, plus all cash, accrued interest receivable and payables.

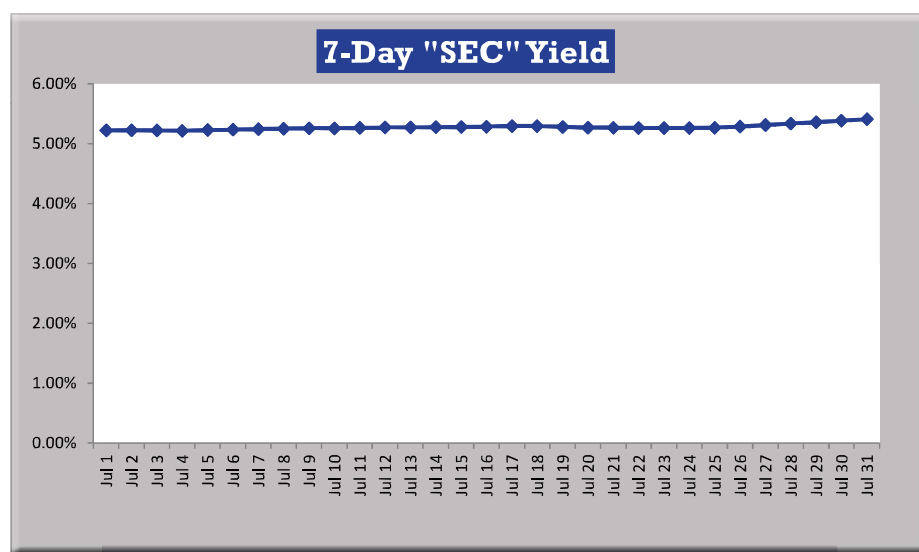
¹Net of fees. Participant yield is calculated on a 365-day basis and includes adjustments for expenses and other accounting items to reflect realized earnings by participants.

²The net-of-fee benchmark is the S&P AAA/AA Rated GIP All 30-Day Net Index for all time periods.

ABOUT ANNUALIZED YIELDS:

Performance data in the table and chart is annualized, meaning that the amounts are based on yields for the periods indicated, converted to their equivalent if obtained for a 12-month period.

For example, ignoring the effects of compounding, an investment that earns 0.10% over a 1-month period yields 1.20% on an annualized basis. Likewise, an investment that earns a total of 3.60% over three years yields 1.20% on an annualized basis, ignoring compounding.



The 7-Day "SEC" Yield in the chart is calculated in accordance with the yield methodology set forth by SEC Rule 2a-7 for money market funds. The 7-day yield = net income earned over a 7-day period / average units outstanding over the period / 7 times 365. Note that unlike other performance measures, the SEC yield does not include realized gains and losses from sales of securities.

PRIME ACCOUNT SUMMARY FOR JULY 2023

Summary of Cash Flows		
Opening Balance (07/01/23)	\$	21,469,384,429
Participant Deposits		2,057,167,043
Gross Earnings		99,414,668
Participant Withdrawals		(2,110,538,746)
Fees		(564,813)
Closing Balance (07/31/23)	\$	21,514,862,581
Net Change over Month	\$	45,478,152

Detailed Fee Disclosure			
July		Amount	Basis Point Equivalent*
SBA Client Service, Account Mgt. & Fiduciary Oversight Fee	\$	182,781.54	1.02
Federated Investment Management Fee		335,933.00	1.88
BNY Mellon Custodial Fee**		22,854.29	0.13
Bank of America Transfer Agent Fee		13,331.52	0.07
S&P Rating Maintenance Fee		4,076.71	0.02
Audit/External Review Fees		5,835.95	0.03
Total Fees	\$	564,813.01	3.15

*The basis point equivalent is an annualized rate based on the dollar amount of fees charged for the month times 12, divided by an average of the fund's beginning and ending total value (amortized cost) for the month which was \$21,492,123,506.

**All custodian banking fees are allocated based on both market value (size) and level of service accurately passing through all charges to pool participants. Charges may fluctuate month-to-month.

The data included in this report is unaudited.

INVENTORY OF HOLDINGS FOR JULY 2023

Security Name	Security Classification	Cpn	Maturity	Rate Reset	Par	Current Yield	Amort Cost (2)	Mkt Value (1)	Unrealized Gain/Loss
I320 W Jefferson LLC, Sep 01, 2060	VARIABLE RATE DEMAND NOTE	5.46	9/1/2060	8/2/2023	3,000,000	5.54	\$3,000,000	\$3,000,000	\$0
ABN Amro Bank NV, Amsterdam TD	TIME DEPOSIT	5.33	8/7/2023		1,050,000,000	5.40	\$1,050,000,000	\$1,050,000,000	\$0
AJC Capital, LLC, Jan 01, 2042	VARIABLE RATE DEMAND NOTE	5.40	1/1/2042	8/3/2023	5,530,000	5.40	\$5,530,000	\$5,530,000	\$0
Albion Capital LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		10/27/2023		42,864,000	5.74	\$42,279,335	\$42,277,763	-\$1,572
Anglesea Funding LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		9/25/2023		100,000,000	5.53	\$99,160,000	\$99,157,978	-\$2,022
Antalis S.A. CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/3/2023		80,700,000	5.38	\$80,664,357	\$80,663,961	-\$397
Archer I LLC, Jun 01, 2060	VARIABLE RATE DEMAND NOTE	5.46	6/1/2060	8/3/2023	18,000,000	5.54	\$18,000,000	\$18,000,000	\$0
Atlantic Asset Securitization LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/2/2023		100,000,000	5.35	\$99,970,833	\$99,970,411	-\$422
Atlantic Asset Securitization LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/4/2023		70,000,000	5.33	\$69,959,400	\$69,958,537	-\$863
Australia & New Zealand Banking Group, Melbourne TD	TIME DEPOSIT	5.30	8/2/2023		1,050,000,000	5.37	\$1,050,000,000	\$1,050,000,000	\$0
BMO Harris Bank, N.A. CD	CERTIFICATE OF DEPOSIT	5.73	12/13/2023		50,000,000	5.81	\$50,000,000	\$50,012,151	\$12,151
BNG Bank N.V. CP4-2	COMMERCIAL PAPER - 4-2		8/1/2023		50,000,000	5.32	\$49,992,722	\$49,992,639	-\$83
BWF Forge TL Properties Owner LLC, May 01, 2059	VARIABLE RATE DEMAND NOTE	5.46	5/1/2059	8/3/2023	28,500,000	5.46	\$28,500,000	\$28,500,000	\$0
Bank of America N.A. CD	CERTIFICATE OF DEPOSIT	5.80	5/28/2024		100,000,000	5.80	\$100,000,000	\$99,860,240	-\$139,760
Bank of America N.A. CD	CERTIFICATE OF DEPOSIT	5.80	6/7/2024		104,000,000	5.80	\$104,000,000	\$103,850,281	-\$149,719
Bank of America N.A. CD	CERTIFICATE OF DEPOSIT	5.83	6/17/2024		125,000,000	5.82	\$125,000,000	\$124,835,315	-\$164,685
Bank of America N.A. CD	CERTIFICATE OF DEPOSIT	5.70	12/13/2023		20,000,000	5.78	\$20,000,000	\$19,999,606	-\$394
Bank of America N.A. Triparty Repo Overnight Fixed	REPO TRIPARTY OVERNIGHT FIXED	5.30	8/1/2023		680,000,000	5.37	\$680,000,000	\$680,000,000	\$0
Bank of America N.A., Apr 19, 2024	VARIABLE RATE CERTIFICATE OF DEPOSIT	6.04	4/19/2024	8/1/2023	101,000,000	6.12	\$101,000,000	\$101,117,959	\$117,959
Bank of America N.A., Dec 15, 2023	VARIABLE RATE BANK NOTE	5.50	12/15/2023	8/1/2023	100,000,000	5.58	\$100,000,000	\$99,949,332	-\$50,668
Bank of America, N.A. CD	CERTIFICATE OF DEPOSIT	5.44	2/7/2024		100,000,000	5.44	\$100,000,000	\$99,727,251	-\$272,749
Bank of Montreal CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.47	1/8/2024		75,000,000	5.47	\$75,000,000	\$74,873,489	-\$126,512
Bank of Montreal CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.82	5/28/2024		100,000,000	5.81	\$100,000,000	\$99,845,403	-\$154,597
Bank of Montreal, 5.015%, Oct 11, 2023	COMMERCIAL PAPER INTEREST BEARING 144A	5.02	10/11/2023		90,000,000	5.02	\$90,000,000	\$89,908,261	-\$91,739
Bank of Montreal, Apr 12, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.98	4/12/2024	8/1/2023	100,000,000	6.06	\$100,000,000	\$100,118,929	\$118,929
Bank of Montreal, Dec 05, 2023	VARIABLE RATE CERTIFICATE OF DEPOSIT	6.05	12/5/2023	8/1/2023	110,000,000	6.13	\$110,000,000	\$110,156,784	\$156,784
Bank of Montreal, Dec 05, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	6.05	12/5/2023	8/1/2023	100,000,000	6.13	\$100,000,000	\$100,142,531	\$142,531
Bank of Montreal, Jan 05, 2024	VARIABLE RATE CERTIFICATE OF DEPOSIT	6.06	1/5/2024	8/1/2023	105,000,000	6.14	\$104,999,964	\$105,179,761	\$179,797
Bank of Montreal, Jan 05, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.90	1/5/2024	8/1/2023	50,000,000	5.98	\$50,000,000	\$50,051,528	\$51,528
Bank of Montreal, Jun 14, 2024	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.95	6/14/2024	8/1/2023	100,000,000	6.03	\$100,000,000	\$100,029,430	\$29,430
Bank of Montreal, May 03, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.90	5/3/2024	8/1/2023	100,000,000	5.98	\$100,000,000	\$100,031,439	\$31,439
Bank of Montreal, Sep 15, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	6.00	9/15/2023	8/1/2023	100,000,000	6.08	\$100,000,000	\$100,065,369	\$65,369
Bank of Nova Scotia, Toronto CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.40	11/15/2023		120,000,000	5.47	\$120,000,000	\$119,931,907	-\$68,093
Bank of Nova Scotia, Toronto, Aug 21, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.95	8/21/2023	8/1/2023	25,000,000	6.03	\$25,000,000	\$25,007,111	\$7,111
Bank of Nova Scotia, Toronto, Dec 13, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	6.00	12/13/2023	8/1/2023	100,000,000	6.08	\$100,000,000	\$100,144,198	\$144,198

See notes at end of table.

INVENTORY OF HOLDINGS FOR JULY 2023

Security Name	Security Classification	Cpn	Maturity	Rate Reset	Par	Current Yield	Amort Cost (2)	Mkt Value (1)	Unrealized Gain/Loss
Bank of Nova Scotia, Toronto, Dec 27, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.92	12/27/2023	8/1/2023	85,000,000	6.00	\$85,000,000	\$85,103,408	\$103,408
Bank of Nova Scotia, Toronto, Feb 13, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.69	2/13/2024	8/1/2023	30,000,000	5.77	\$29,997,121	\$29,993,801	-\$3,320
Bank of Nova Scotia, Toronto, Jan 08, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.90	1/8/2024	8/1/2023	65,000,000	5.98	\$65,000,000	\$65,071,925	\$71,925
Bank of Nova Scotia, Toronto, Jan 23, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.74	1/23/2024	8/1/2023	155,000,000	5.82	\$155,000,000	\$155,053,563	\$53,563
Bank of Nova Scotia, Toronto, Jul 03, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.94	7/3/2024	8/1/2023	75,000,000	6.02	\$75,000,000	\$75,017,186	\$17,186
Bank of Nova Scotia, Toronto, Jul 10, 2024	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.95	7/10/2024	8/1/2023	50,000,000	6.03	\$50,000,000	\$50,016,577	\$16,577
Bank of Nova Scotia, Toronto, Nov 10, 2023	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.64	11/10/2023	8/1/2023	80,000,000	5.72	\$80,000,000	\$80,015,910	\$15,910
Bank of Nova Scotia, Toronto, Oct 23, 2023	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.90	10/23/2023	8/1/2023	75,000,000	5.98	\$75,000,000	\$75,061,320	\$61,320
Bank of Nova Scotia, Toronto, Sep 21, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.85	9/21/2023	8/1/2023	150,000,000	5.93	\$150,000,000	\$150,071,091	\$71,091
Barton Capital S.A. CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/4/2023		10,000,000	5.52	\$9,994,000	\$9,994,057	\$57
Barton Capital S.A. CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		9/13/2023		84,959,000	5.54	\$84,396,194	\$84,394,844	-\$1,350
Bedford Row Funding Corp. CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/15/2023		75,000,000	5.11	\$74,846,563	\$74,833,125	-\$13,438
Bedford Row Funding Corp. CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		11/13/2023		125,000,000	5.48	\$123,082,292	\$123,001,354	-\$80,938
Bedford Row Funding Corp., Dec 27, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.90	12/27/2023	8/1/2023	70,000,000	5.98	\$70,000,000	\$70,071,519	\$71,519
Bedford Row Funding Corp., Oct 30, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.71	10/30/2023	8/1/2023	75,000,000	5.79	\$75,000,000	\$75,023,985	\$23,985
Bedford Row Funding Corp., Sep 25, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.73	9/25/2023	8/1/2023	70,000,000	5.81	\$70,000,000	\$70,022,795	\$22,795
CAFCO, LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/1/2023		100,000,000	5.09	\$99,986,389	\$99,985,194	-\$1,195
Canadian Imperial Bank of Commerce CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.25	2/5/2024		75,000,000	5.25	\$75,000,000	\$74,762,791	-\$237,209
Canadian Imperial Bank of Commerce CP4-2	COMMERCIAL PAPER - 4-2		4/18/2024		75,000,000	5.56	\$72,126,733	\$71,959,163	-\$167,571
Canadian Imperial Bank of Commerce, Apr 01, 2024	VARIABLE RATE CERTIFICATE OF DEPOSIT	6.00	4/1/2024	8/1/2023	150,000,000	6.08	\$150,000,000	\$150,287,565	\$287,565
Canadian Imperial Bank of Commerce, Apr 11, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.95	4/11/2024	8/1/2023	208,000,000	6.03	\$208,000,000	\$208,337,382	\$337,382
Canadian Imperial Bank of Commerce, Dec 11, 2023	VARIABLE RATE CERTIFICATE OF DEPOSIT	6.10	12/11/2023	8/1/2023	100,000,000	6.18	\$100,000,000	\$100,203,804	\$203,804
Canadian Imperial Bank of Commerce, Jan 18, 2024	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.74	1/18/2024	8/1/2023	115,000,000	5.82	\$115,000,000	\$115,085,417	\$85,417
Canadian Imperial Bank of Commerce, Mar 06, 2024	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.55	3/6/2024	8/1/2023	100,000,000	5.63	\$100,000,000	\$99,937,603	-\$62,397
Canadian Imperial Bank of Commerce, Mar 27, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	6.00	3/27/2024	8/1/2023	100,000,000	6.08	\$100,000,000	\$100,188,976	\$188,976
Canadian Imperial Bank of Commerce, Sep 06, 2023	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.86	9/6/2023	8/1/2023	50,000,000	5.94	\$50,000,000	\$50,022,582	\$22,582
Canadian Imperial Bank of Commerce, Sep 11, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.86	9/11/2023	8/1/2023	120,000,000	5.94	\$120,000,000	\$120,060,943	\$60,943
Chad J. Himmel Irrevocable Trust No. 1, Jul 01, 2048	VARIABLE RATE DEMAND NOTE	5.40	7/1/2048	8/3/2023	5,290,000	5.40	\$5,290,000	\$5,290,000	\$0
Chariot Funding LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/1/2023		150,000,000	5.29	\$149,978,333	\$149,977,821	-\$512
Chariot Funding LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		9/21/2023		125,000,000	5.62	\$124,014,167	\$124,021,209	\$7,042
Chariot Funding LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		9/25/2023		200,000,000	5.55	\$198,313,778	\$198,309,112	-\$4,666
Chariot Funding LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		9/27/2023		103,000,000	5.63	\$102,093,943	\$102,096,764	\$2,821
Chesham Finance LLC Series III CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/2/2023		500,000,000	5.38	\$499,852,778	\$499,852,055	-\$723
Chesham Finance LLC Series III CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/7/2023		100,000,000	5.42	\$99,896,167	\$99,896,166	-\$1
Citigroup Global Markets, Inc. CP4-2	COMMERCIAL PAPER - 4-2		12/5/2023		75,000,000	5.77	\$73,536,854	\$73,522,037	-\$14,817
Citigroup Global Markets, Inc. CP4-2	COMMERCIAL PAPER - 4-2		12/6/2023		191,000,000	5.78	\$187,234,329	\$187,205,806	-\$28,523

INVENTORY OF HOLDINGS FOR JULY 2023

Security Name	Security Classification	Cpn	Maturity	Rate Reset	Par	Current Yield	Amort Cost (2)	Mkt Value (1)	Unrealized Gain/Loss
City Furniture, Inc., Aug 01, 2044	VARIABLE RATE DEMAND NOTE	5.44	8/1/2044	8/3/2023	77,000,000	5.44	\$77,000,000	\$77,000,000	\$0
Collateralized Commercial Paper FLEX Co., LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		11/27/2023		100,000,000	5.70	\$98,195,167	\$98,175,003	-\$20,164
Collateralized Commercial Paper FLEX Co., LLC, Jan 02, 2024	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.76	1/2/2024	8/1/2023	100,000,000	5.84	\$100,000,000	\$100,006,949	\$6,949
Collateralized Commercial Paper FLEX Co., LLC, Jan 08, 2024	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.76	1/8/2024	8/1/2023	115,000,000	5.84	\$115,000,000	\$115,030,343	\$30,343
Collateralized Commercial Paper FLEX Co., LLC, Nov 02, 2023	COMMERCIAL PAPER ASSET BACKED CALLABLE	5.83	11/2/2023	8/1/2023	50,000,000	5.91	\$50,000,000	\$50,005,513	\$5,513
Collateralized Commercial Paper V Co. LLC, Aug 14, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS 3A3	5.53	8/14/2023	8/1/2023	50,000,000	5.61	\$50,000,000	\$50,002,279	\$2,279
Collateralized Commercial Paper V Co. LLC, Aug 22, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS 3A3	5.55	8/22/2023	8/1/2023	134,000,000	5.63	\$134,000,000	\$134,011,160	\$11,160
Collateralized Commercial Paper V Co. LLC, Jan 12, 2024	COMMERCIAL PAPER ASSET BACKED CALLABLE	5.76	1/12/2024	8/1/2023	100,000,000	5.84	\$100,000,000	\$100,020,267	\$20,267
Collateralized Commercial Paper V Co. LLC, Sep 15, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS 3A3	5.52	9/15/2023	8/1/2023	70,000,000	5.60	\$70,000,000	\$70,003,092	\$3,092
Commonwealth Bank of Australia, Mar 21, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.95	3/21/2024	8/1/2023	50,000,000	6.03	\$50,000,000	\$50,060,835	\$60,835
Cooperative Rabobank UA TD	TIME DEPOSIT	5.30	8/2/2023		570,000,000	5.37	\$570,000,000	\$570,000,000	\$0
Cooperative Rabobank UA TD	TIME DEPOSIT	5.33	8/3/2023		500,000,000	5.40	\$500,000,000	\$500,000,000	\$0
Credit Agricole Corporate and Investment Bank CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.39	8/2/2023		105,000,000	5.46	\$105,000,000	\$105,000,057	\$57
Credit Agricole Corporate and Investment Bank CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.39	8/1/2023		100,000,000	5.46	\$100,000,000	\$100,000,064	\$64
Credit Agricole Corporate and Investment Bank CP	COMMERCIAL PAPER		8/1/2023		35,381,000	5.45	\$35,375,791	\$35,375,813	\$22
Credit Agricole Corporate and Investment Bank CP	COMMERCIAL PAPER		8/1/2023		100,000,000	5.45	\$99,985,278	\$99,985,339	\$61
DNB Bank ASA TD	TIME DEPOSIT	5.30	8/1/2023		900,000,000	5.37	\$900,000,000	\$900,000,000	\$0
DNB Nor Bank ASA CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.45	11/22/2023		100,000,000	5.53	\$100,000,000	\$99,964,410	-\$35,590
DZ Bank AG Deutsche Zentral-Genossenschaftsbank CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.40	11/17/2023		100,000,000	5.47	\$100,000,000	\$99,932,176	-\$67,824
Dino P. Kanelos Irrevocable Trust, Sep 01, 2041	VARIABLE RATE DEMAND NOTE	5.40	9/1/2041	8/3/2023	4,515,000	5.40	\$4,515,000	\$4,515,000	\$0
Dreyfus Government Cash Management Fund	OVERNIGHT MUTUAL FUND	5.17	8/1/2023		7,170,191	5.24	\$7,170,191	\$7,170,191	\$0
Export Development Canada CP	COMMERCIAL PAPER		8/8/2023		25,000,000	5.09	\$24,972,833	\$24,970,667	-\$2,167
Export Development Canada CP	COMMERCIAL PAPER		11/9/2023		55,000,000	5.24	\$54,228,472	\$54,172,922	-\$55,550
Federated Hermes Institutional Prime Value Obligations Fund - Class IS	MUTUAL FUND MONEY MARKET	5.48	8/1/2023	8/1/2023	630,872,087	5.48	\$631,124,436	\$630,809,000	-\$315,436
Fiore Capital LLC, Series 2005-A, Aug 01, 2045	VARIABLE RATE DEMAND NOTE	5.40	8/1/2045	8/3/2023	8,965,000	5.40	\$8,965,000	\$8,965,000	\$0
GTA Funding LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		11/15/2023		100,000,000	5.50	\$98,430,667	\$98,362,008	-\$68,659
Great Bear Funding LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/1/2023		40,000,000	5.35	\$39,994,144	\$39,994,084	-\$60
Great Bear Funding LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/4/2023		10,000,000	5.42	\$9,994,067	\$9,994,070	\$3
HSBC Securities (USA), Inc. Repo Tri Party Overnight Fixed	REPO TRIPARTY OVERNIGHT FIXED	5.30	8/1/2023		100,000,000	5.37	\$100,000,000	\$100,000,000	\$0
HW Hellman Building, L.P., Mar 01, 2062	VARIABLE RATE DEMAND NOTE	5.46	3/1/2062	8/3/2023	50,000,000	5.46	\$50,000,000	\$50,000,000	\$0
Jupiter Securitization Company LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/1/2023		100,000,000	5.30	\$99,985,556	\$99,985,214	-\$342
Jupiter Securitization Company LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		9/21/2023		170,000,000	5.63	\$168,659,267	\$168,672,281	\$13,015
Jupiter Securitization Company LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		9/22/2023		100,000,000	5.62	\$99,196,167	\$99,203,822	\$7,655

See notes at end of table.

INVENTORY OF HOLDINGS FOR JULY 2023

Security Name	Security Classification	Cpn	Maturity	Rate Reset	Par	Current Yield	Amort Cost (2)	Mkt Value (1)	Unrealized Gain/Loss
LMA-Americas LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/4/2023		31,000,000	5.40	\$30,981,917	\$30,981,576	-\$341
Lamar Avenue Trust, Dec 01, 2037	VARIABLE RATE DEMAND NOTE	5.40	12/1/2037	8/3/2023	4,445,000	5.40	\$4,445,000	\$4,445,000	\$0
MUFG Bank Ltd. CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.55	9/12/2023		135,000,000	5.63	\$135,000,000	\$135,024,689	\$24,689
MUFG Bank Ltd. CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.60	10/30/2023		200,000,000	5.68	\$200,000,000	\$199,991,778	-\$8,222
MUFG Bank Ltd. CP	COMMERCIAL PAPER		9/19/2023		100,000,000	5.52	\$99,250,000	\$99,262,500	\$12,500
MUFG Bank Ltd. CP	COMMERCIAL PAPER		10/31/2023		100,000,000	5.68	\$98,588,056	\$98,588,056	\$0
Matchpoint Finance plc CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		8/1/2023		100,000,000	5.45	\$99,985,278	\$99,985,119	-\$159
Mizuho Bank Ltd. CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.38	8/15/2023		100,000,000	5.45	\$100,000,000	\$99,999,520	-\$480
Mizuho Bank Ltd. TD	TIME DEPOSIT	5.32	8/1/2023		750,000,000	5.39	\$750,000,000	\$750,000,000	\$0
Mizuho Bank Ltd., Sep 12, 2023	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.65	9/12/2023	8/1/2023	200,000,000	5.73	\$200,000,000	\$200,037,930	\$37,930
Mizuho Securities USA, Inc. - REPO TRIPARTY OVERNIGHT FIXED	REPO TRIPARTY OVERNIGHT FIXED	5.30	8/1/2023		150,000,000	5.37	\$150,000,000	\$150,000,000	\$0
Morofsky Legacy Irrevocable Trust, Sep 01, 2041	VARIABLE RATE DEMAND NOTE	5.50	9/1/2041	8/3/2023	6,260,000	5.50	\$6,260,000	\$6,260,000	\$0
National Bank of Canada, Montreal, Mar 06, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.55	3/6/2024	8/1/2023	50,000,000	5.63	\$50,000,000	\$49,947,930	-\$52,070
Nordea Bank Abp, Sep 26, 2023	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.72	9/26/2023	8/1/2023	160,000,000	5.80	\$160,000,000	\$160,060,416	\$60,416
Old Line Funding, LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		1/26/2024		25,000,000	5.24	\$24,380,958	\$24,299,165	-\$81,793
Old Line Funding, LLC, Aug 21, 2023	COMMERCIAL PAPER ASSET BACKED CALLABLE		8/21/2023		115,000,000	5.13	\$114,669,279	\$114,641,238	-\$28,041
Old Line Funding, LLC, Feb 21, 2024	COMMERCIAL PAPER ASSET BACKED CALLABLE	5.77	2/21/2024	8/1/2023	50,000,000	5.85	\$50,000,000	\$49,999,509	-\$491
Old Line Funding, LLC, Feb 22, 2024	COMMERCIAL PAPER ASSET BACKED CALLABLE	5.77	2/22/2024	8/1/2023	100,000,000	5.85	\$100,000,000	\$100,000,000	\$0
Old Line Funding, LLC, Jan 04, 2024	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.75	1/4/2024	8/1/2023	30,000,000	5.83	\$30,000,000	\$30,000,000	\$0
Old Line Funding, LLC, Mar 05, 2024	COMMERCIAL PAPER ASSET BACKED CALLABLE	5.77	3/5/2024	8/1/2023	75,000,000	5.85	\$75,000,000	\$75,000,000	\$0
Old Line Funding, LLC, Nov 27, 2023	COMMERCIAL PAPER ASSET BACKED CALLABLE	5.71	11/27/2023	8/1/2023	100,000,000	5.79	\$100,000,000	\$100,002,136	\$2,136
Old Line Funding, LLC, Nov 28, 2023	COMMERCIAL PAPER ASSET BACKED CALLABLE	5.60	11/28/2023	8/1/2023	55,000,000	5.68	\$55,000,000	\$54,982,549	-\$17,451
Old Line Funding, LLC, Oct 30, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.83	10/30/2023	8/1/2023	100,000,000	5.91	\$100,000,000	\$100,020,708	\$20,708
Overbaugh Family (2016) Survivorship Trust, Apr 01, 2042	VARIABLE RATE DEMAND NOTE	5.40	4/1/2042	8/3/2023	7,015,000	5.40	\$7,015,000	\$7,015,000	\$0
Ridgefield Funding Company, LLC Series A, Oct 10, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.59	10/10/2023	8/1/2023	25,000,000	5.67	\$25,000,000	\$25,000,000	\$0
Ridgefield Funding Company, LLC Series A, Oct 20, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.59	10/20/2023	8/1/2023	50,000,000	5.67	\$50,000,000	\$49,998,713	-\$1,287
Royal Bank of Canada CP4-2	COMMERCIAL PAPER - 4-2		3/20/2024		45,000,000	5.53	\$43,470,937	\$43,353,273	-\$117,665
Royal Bank of Canada CP4-2	COMMERCIAL PAPER - 4-2		8/23/2023		100,000,000	4.06	\$99,751,472	\$99,660,494	-\$90,978
Royal Bank of Canada CP4-2	COMMERCIAL PAPER - 4-2		10/31/2023		51,000,000	5.52	\$50,318,357	\$50,295,679	-\$22,678
Royal Bank of Canada, New York Branch, Jan 09, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.87	1/9/2024	8/1/2023	100,000,000	5.95	\$100,000,000	\$100,100,576	\$100,576
Royal Bank of Canada, New York Branch, Jan 10, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.84	1/10/2024	8/1/2023	100,000,000	5.92	\$100,000,000	\$100,087,899	\$87,899
Royal Bank of Canada, New York Branch, Nov 15, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	6.07	11/15/2023	8/1/2023	60,000,000	6.15	\$60,000,000	\$60,085,624	\$85,624
Royal Bank of Canada, New York Branch, Sep 01, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.88	9/1/2023	8/1/2023	100,000,000	5.96	\$100,000,000	\$100,030,461	\$30,461

See notes at end of table.

INVENTORY OF HOLDINGS FOR JULY 2023

Security Name	Security Classification	Cpn	Maturity	Rate Reset	Par	Current Yield	Amort Cost (2)	Mkt Value (1)	Unrealized Gain/Loss
Royal Bank of Canada, Sep 01, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.88	9/1/2023	8/1/2023	100,000,000	5.96	\$100,000,000	\$100,030,461	\$30,461
Scheel Investments, LLC, Sep 01, 2041	VARIABLE RATE DEMAND NOTE	5.40	9/1/2041	8/3/2023	6,720,000	5.40	\$6,720,000	\$6,720,000	\$0
Sheffield Receivables Company LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		9/7/2023		50,000,000	5.60	\$49,712,361	\$49,712,150	-\$211
Sheffield Receivables Company LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		9/15/2023		100,000,000	5.58	\$99,306,167	\$99,300,161	-\$6,006
Sheffield Receivables Company LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		9/27/2023		80,000,000	5.55	\$79,301,422	\$79,290,466	-\$10,956
Sheffield Receivables Company LLC CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		10/2/2023		80,000,000	5.62	\$79,235,600	\$79,229,020	-\$6,580
Sheffield Receivables Company LLC, Oct 03, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.61	10/3/2023	8/1/2023	100,000,000	5.69	\$100,000,000	\$100,017,283	\$17,283
Sheffield Receivables Company LLC, Sep 18, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.59	9/18/2023	8/1/2023	150,000,000	5.67	\$150,000,000	\$150,000,000	\$0
Sheffield Receivables Company LLC, Sep 20, 2023	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.62	9/20/2023	8/1/2023	50,000,000	5.70	\$50,000,000	\$50,010,593	\$10,593
Sumitomo Mitsui Trust Bank Ltd. CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.55	9/14/2023		200,000,000	5.63	\$200,000,000	\$200,041,112	\$41,112
Sumitomo Mitsui Trust Bank Ltd. CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.55	9/26/2023		100,000,000	5.63	\$100,000,000	\$100,021,705	\$21,705
Sumitomo Mitsui Trust Bank Ltd. CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.28	8/2/2023		300,000,000	5.35	\$300,000,000	\$299,999,985	-\$15
Sumitomo Mitsui Trust Bank Ltd. CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.60	11/2/2023		215,000,000	5.68	\$215,000,000	\$215,014,609	\$14,609
Sumitomo Mitsui Trust Bank Ltd. CP4-2	COMMERCIAL PAPER - 4-2		9/12/2023		100,000,000	5.62	\$99,347,236	\$99,368,139	\$20,903
Sumitomo Mitsui Trust Bank Ltd., Oct 12, 2023	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.61	10/12/2023	8/1/2023	50,000,000	5.69	\$50,000,000	\$50,008,719	\$8,719
Svenska Handelsbanken, Stockholm, Oct 02, 2023	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.76	10/2/2023	8/1/2023	200,000,000	5.84	\$200,000,000	\$200,087,288	\$87,288
Svenska Handelsbanken, Stockholm, Sep 25, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.73	9/25/2023	8/1/2023	150,000,000	5.81	\$150,000,000	\$150,053,534	\$53,534
Taxable Tender Option Bond Trust 2021-MIZ9064TX, (Series 2021-MIZ-9064TX), 11/01/2056	MUNICIPAL VARIABLE RATE DEMAND NOTE	5.72	11/1/2056	8/3/2023	6,500,000	5.72	\$6,500,000	\$6,500,000	\$0
Taxable Tender Option Bond Trust 2022-MIZ9084TX, (Series 2022-MIZ-9084TX), 02/01/2027	MUNICIPAL VARIABLE RATE DEMAND NOTE	5.72	2/1/2027	8/3/2023	5,150,000	5.72	\$5,150,000	\$5,150,000	\$0
Taxable Tender Option Bond Trust 2022-MIZ9094TX, (Series 2022-MIZ-9094TX), 12/01/2059	MUNICIPAL VARIABLE RATE DEMAND NOTE	5.72	12/1/2059	8/3/2023	3,200,000	5.72	\$3,200,000	\$3,200,000	\$0
Texas State, Veterans Bonds (Taxable Series 2023A), 12/01/2054	MUNICIPAL VARIABLE RATE DEMAND NOTE	5.42	12/1/2054	8/2/2023	18,000,000	5.42	\$18,000,000	\$18,000,000	\$0
The Debra B. Kennedy Irrevocable Trust, May 01, 2048	VARIABLE RATE DEMAND NOTE	5.40	5/1/2048	8/3/2023	4,420,000	5.40	\$4,420,000	\$4,420,000	\$0
The Greathouse 2021 Children's Trust, Dec 01, 2046	VARIABLE RATE DEMAND NOTE	5.40	12/1/2046	8/3/2023	13,625,000	5.40	\$13,625,000	\$13,625,000	\$0
The Linda E. Krejsek Life Insurance Trust, Sep 01, 2037	VARIABLE RATE DEMAND NOTE	5.40	9/1/2037	8/3/2023	5,490,000	5.40	\$5,490,000	\$5,490,000	\$0
The Tammi R. Sitz Irrevocable Life Insurance Trust, Nov 01, 2046	VARIABLE RATE DEMAND NOTE	5.40	11/1/2046	8/3/2023	5,950,000	5.40	\$5,950,000	\$5,950,000	\$0
Thunder Bay Funding, LLC, Dec 27, 2023	COMMERCIAL PAPER ASSET BACKED CALLABLE	5.75	12/27/2023	8/1/2023	75,000,000	5.83	\$75,000,000	\$75,009,593	\$9,593
Thunder Bay Funding, LLC, Feb 07, 2024	VARIABLE RATE COMMERCIAL PAPER-ABS-4(2)	5.76	2/7/2024	8/1/2023	75,000,000	5.84	\$75,000,000	\$75,000,000	\$0
Thunder Bay Funding, LLC, Mar 01, 2024	COMMERCIAL PAPER ASSET BACKED CALLABLE	5.57	3/1/2024	8/1/2023	50,000,000	5.65	\$50,000,000	\$49,937,112	-\$62,888
Thunder Bay Funding, LLC, Nov 03, 2023	COMMERCIAL PAPER ASSET BACKED CALLABLE		11/3/2023		50,000,000	5.18	\$49,346,875	\$49,280,375	-\$66,500

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Thunder Bay Funding, LLC, Oct 30, 2023	COMMERCIAL PAPER ASSET BACKED CALLABLE	5.62	10/30/2023	8/1/2023	25,000,000	5.70	\$25,000,000	\$24,999,083	-\$917
Toronto Dominion Bank	CALLABLE CERTIFICATE OF DEPOSIT		1/25/2024		50,000,000	5.25	\$50,000,000	\$49,854,624	-\$145,377
Toronto Dominion Bank CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	6.05	7/3/2024		118,500,000	6.04	\$118,500,000	\$118,585,388	\$85,388
Toronto Dominion Bank CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	6.05	7/10/2024		97,000,000	6.04	\$97,000,000	\$97,069,761	\$69,761
Toronto Dominion Bank CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	6.02	7/3/2024		100,000,000	6.01	\$100,000,000	\$100,049,986	\$49,986
Toronto Dominion Bank CDYAN	CERTIFICATE OF DEPOSIT - YANKEE	5.44	2/13/2024		80,000,000	5.44	\$80,000,000	\$79,811,685	-\$188,315
Toronto Dominion Bank CP4-2	COMMERCIAL PAPER - 4-2		5/16/2024		60,000,000	5.80	\$57,348,917	\$57,278,350	-\$70,566
Toronto Dominion Bank, 5.35%	CALLABLE COMMERCIAL PAPER	5.35	2/6/2024		90,000,000	5.35	\$90,000,000	\$89,835,323	-\$164,677
Toronto Dominion Bank, Apr 29, 2024	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.91	4/29/2024	8/1/2023	100,000,000	5.99	\$100,000,000	\$100,047,947	\$47,947
Toronto Dominion Bank, Dec 06, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	6.04	12/6/2023	8/1/2023	150,000,000	6.12	\$150,000,000	\$150,228,215	\$228,215
TotalEnergies Capital S.A. CP4-2	COMMERCIAL PAPER - 4-2		8/1/2023		50,000,000	5.09	\$49,993,194	\$49,992,611	-\$583
Toyota Credit Canada Inc. CP	COMMERCIAL PAPER		10/25/2023		50,000,000	5.59	\$49,358,583	\$49,357,747	-\$836
Toyota Credit De Puerto Rico Corp., Dec 05, 2023	VARIABLE RATE COMMERCIAL PAPER	5.71	12/5/2023	8/1/2023	50,000,000	5.79	\$50,000,000	\$50,008,223	\$8,223
Toyota Credit De Puerto Rico Corp., Dec 11, 2023	VARIABLE RATE COMMERCIAL PAPER	5.71	12/11/2023	8/1/2023	25,000,000	5.79	\$25,000,000	\$25,003,341	\$3,341
UnitedHealth Group, Inc. CP4-2	COMMERCIAL PAPER - 4-2		8/1/2023		155,000,000	5.41	\$154,977,051	\$154,977,012	-\$39
Victory Receivables Corp. CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		9/22/2023		150,000,000	5.54	\$148,803,083	\$148,798,667	-\$4,417
Victory Receivables Corp. CPABS4-2	COMMERCIAL PAPER - ABS- 4(2)		10/12/2023		118,100,000	5.64	\$116,787,647	\$116,790,042	\$2,395
Wells Fargo Bank, N.A., Jul 31, 2024	VARIABLE RATE CERTIFICATE OF DEPOSIT	5.90	7/31/2024	8/1/2023	100,000,000	5.98	\$100,000,000	\$99,980,409	-\$19,591
Westpac Banking Corp. Ltd., Sydney, Aug 28, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.97	8/28/2023	8/1/2023	40,000,000	6.05	\$40,000,000	\$40,016,366	\$16,366
Westpac Banking Corp. Ltd., Sydney, Jan 02, 2024	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.83	1/2/2024	8/1/2023	80,000,000	5.91	\$80,000,000	\$80,066,770	\$66,770
Westpac Banking Corp. Ltd., Sydney, Oct 05, 2023	VARIABLE RATE COMMERCIAL PAPER - 4-2	5.75	10/5/2023	8/1/2023	140,000,000	5.82	\$140,000,619	\$140,062,769	\$62,150
Wylie Bice Life Insurance Trust, Aug 01, 2046	VARIABLE RATE DEMAND NOTE	5.40	8/1/2046	8/3/2023	7,625,000	5.40	\$7,625,000	\$7,625,000	\$0
Total Value of Assets					21,483,746,278		\$21,446,303,296	\$21,447,090,128	\$786,832

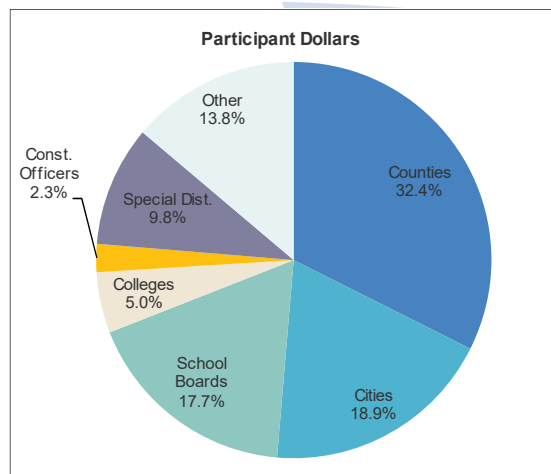
Notes: The data included in this report is unaudited. Amounts above are the value of investments. Income accruals, payables and uninvested cash are not included. Amortizations/accretions are reported with a one-day lag in the above valuations.

¹ Market values of the portfolio securities are provided by the custodian, BNY Mellon. The portfolio manager, Federated Investment Counseling, is the source for other data shown above.

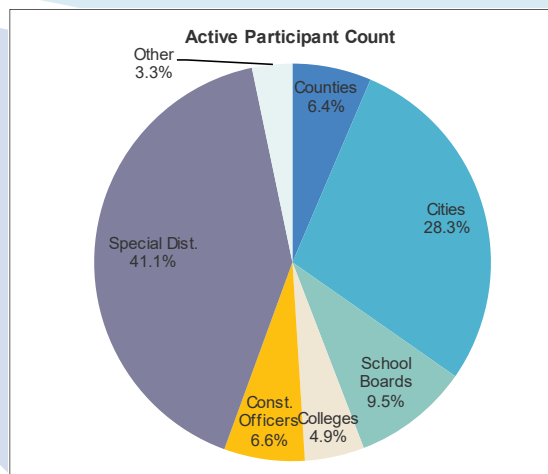
² Amortized cost is calculated using a straight line method.

PARTICIPANT CONCENTRATION DATA - AS OF JULY 2023

Participant Balance	Share of Total Fund	Share of Participant Count	Participant Balance	Share of Total Fund	Share of Participant Count
All Participants	100.0%	100.0%	Colleges & Universities	5.0%	4.9%
Top 10	32.9%	1.3%	Top 10	4.4%	1.3%
\$100 million or more	70.0%	7.4%	\$100 million or more	3.2%	0.4%
\$10 million up to \$100 million	26.8%	20.4%	\$10 million up to \$100 million	1.5%	1.4%
\$1 million up to \$10 million	2.9%	20.0%	\$1 million up to \$10 million	0.2%	1.1%
Under \$1 million	0.3%	52.3%	Under \$1 million	0.01%	2.0%
Counties	32.4%	6.4%	Constitutional Officers	2.3%	6.6%
Top 10	25.8%	1.3%	Top 10	1.3%	1.3%
\$100 million or more	30.0%	2.1%	\$100 million or more	0.0%	0.0%
\$10 million up to \$100 million	2.2%	1.6%	\$10 million up to \$100 million	2.0%	1.4%
\$1 million up to \$10 million	0.2%	1.2%	\$1 million up to \$10 million	0.3%	1.7%
Under \$1 million	0.0%	1.6%	Under \$1 million	0.0%	3.4%
Municipalities	18.9%	28.3%	Special Districts	9.8%	41.1%
Top 10	6.7%	1.3%	Top 10	5.6%	1.3%
\$100 million or more	6.7%	1.3%	\$100 million or more	4.8%	1.1%
\$10 million up to \$100 million	11.2%	8.8%	\$10 million up to \$100 million	4.0%	3.3%
\$1 million up to \$10 million	1.0%	6.6%	\$1 million up to \$10 million	0.8%	6.7%
Under \$1 million	0.1%	11.6%	Under \$1 million	0.2%	30.1%
School Boards	17.7%	9.5%	Other	13.8%	3.3%
Top 10	11.4%	1.3%	Top 10	12.2%	1.3%
\$100 million or more	12.4%	1.6%	\$100 million or more	12.8%	0.9%
\$10 million up to \$100 million	5.0%	3.3%	\$10 million up to \$100 million	0.8%	0.5%
\$1 million up to \$10 million	0.2%	1.8%	\$1 million up to \$10 million	0.1%	0.9%
Under \$1 million	0.0%	2.8%	Under \$1 million	0.0%	0.9%



Total Fund Value: \$21,514,862,581



Total Active Participant Count: 761

Note: Active accounts include only those participant accounts valued above zero.

COMPLIANCE WITH INVESTMENT POLICY FOR JULY 2023

As investment manager, Federated monitors compliance daily on Florida PRIME to ensure that investment practices comply with the requirements of the Investment Policy Statement (IPS). Federated provides a monthly compliance report to the SBA and is required to notify the Investment Oversight Group (IOG) of compliance exceptions within 24 hours of identification. The IOG will meet as necessary based on the occurrence and resolution of compliance exceptions or upon the occurrence of a material event. Minutes from the IOG meetings are posted to the Florida PRIME website.

In addition to the compliance testing performed by Federated, SBA Risk Management and Compliance conducts daily independent testing on Florida PRIME using a risk-based approach. Under this approach, each IPS parameter is ranked as “High” or “Low” with respect to the level of risk associated with a potential guideline breach. Negative test results are subject to independent verification and review for possible escalation. These rankings, along with the frequency for testing, are reviewed and approved by the IOG on an annual basis or more often if market conditions dictate. Additionally, any parameter reported in “Fail” status on the Federated compliance report, regardless of risk ranking, is also independently verified and escalated accordingly. The results of independent testing are currently reported monthly to the IOG.

Test by Source	Pass/Fail
Securities must be USD denominated	Pass
Unregistered securities must be eligible for sale to Accredited Investors or Qualified Purchasers.	Pass
<u>Ratings requirements</u>	
First Tier Securities	Pass
Long-term securities must have long-term ratings in the three highest categories	Pass
Commercial Paper must have short-term ratings from at least one NRSRO	Pass
Securities in Highest Rating Category (A-1+ or equivalent)	Pass
Repurchase Agreement Counterparties must be rated by S&P	Pass
S&P Weighted Average Life	Pass
<u>Maturity</u>	
Individual Security	Pass
Government floating rate notes/variable rate notes	Pass
Dollar Weighted Average Maturity	Pass
Weighted Average Life	Pass
<u>Issuer Diversification</u>	
First tier issuer (limit does not apply to cash, cash items, U.S. Government securities and repo collateralized by these securities)	Pass
<u>Demand Feature and Guarantor Diversification</u>	
First Tier securities issued by or subject to demand features and guarantees of a non-controlled person	Pass
First Tier securities issued by or subject to demand features and guarantees of a controlled person	Pass

Test by Source	Pass/Fail
<u>Money Market Mutual Funds</u>	
Invested in any one Money Market Mutual Fund	Pass
<u>Repurchase Agreements</u>	
Repurchase Agreement Counterparty Rating	Pass
Term Repurchase Agreements with any single dealer - Counterparty Rating A-1+ (2-5 business days)	Pass
Term Repurchase Agreements with any single dealer - Counterparty Rating A-1 (2-5 business days)	Pass
Term Repurchase Agreements with any single dealer - Counterparty Rating A-1+ (More than 5 business days)	Pass
Term Repurchase Agreements with any single dealer - Counterparty Rating A-1 (More than 5 business days)	Pass
Repurchase Agreements with any single dealer - Counterparty Rating A-1	Pass
<u>Concentration Tests</u>	
Industry Concentration, excluding financial services industry	Pass
Any Single Government Agency	Pass
Illiquid Securities	Pass
Assets invested in securities accessible within 1 business day	Pass
Assets invested in securities accessible within 5 business days	Pass

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18 *Florida PRIMETM Monthly Summary Report - July 2023*



20 *Florida PRIMETM Monthly Summary Report - July 2023*



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22 *Florida PRIMETM Monthly Summary Report - July 2023*

TRADING ACTIVITY FOR JULY 2023

Description	Maturity Date	Trade Date	Settle Date	Par or Shares	Principal	Traded Interest	Settlement Amount	Realized Gain(Loss)
SOCIETE GENERALE, PCP4-2	07/17/23	07/10/23	07/10/23	50,000,000	49,950,806	0	49,950,806	0
SOCIETE GENERALE, PCP4-2	07/17/23	07/10/23	07/10/23	50,000,000	49,950,806	0	49,950,806	0
SOCIETE GENERALE, PCP4-2	07/17/23	07/10/23	07/10/23	50,000,000	49,950,806	0	49,950,806	0
SOCIETE GENERALE, PCP4-2	07/17/23	07/10/23	07/10/23	50,000,000	49,950,806	0	49,950,806	0
SOCIETE GENERALE, PCP4-2	07/17/23	07/10/23	07/10/23	25,000,000	24,975,403	0	24,975,403	0
SUMITOMO MITSUI TRUST BANK LTD/ NEWYORK	10/12/23	07/07/23	07/10/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	08/02/23	07/26/23	07/26/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	08/02/23	07/26/23	07/26/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	08/02/23	07/26/23	07/26/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	08/02/23	07/26/23	07/26/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	08/02/23	07/26/23	07/26/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	08/02/23	07/26/23	07/26/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	08/02/23	07/26/23	07/26/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	11/02/23	07/28/23	07/28/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	11/02/23	07/28/23	07/28/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	11/02/23	07/28/23	07/28/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	11/02/23	07/28/23	07/28/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	11/02/23	07/28/23	07/28/23	50,000,000	50,000,000	0	50,000,000	0
SUMITOMO MITSUI TRUCDYAN	11/02/23	07/28/23	07/28/23	15,000,000	15,000,000	0	15,000,000	0
STATE OF TEXAS	12/01/54	07/20/23	07/20/23	18,000,000	18,000,000	0	18,000,000	0
THUNDER BAY FUNDING LLC	10/30/23	07/17/23	07/18/23	25,000,000	25,000,000	0	25,000,000	0
THUNDER BAY FUNDING LLC	02/07/24	07/07/23	07/07/23	50,000,000	50,000,000	0	50,000,000	0
THUNDER BAY FUNDING LLC	02/07/24	07/07/23	07/07/23	25,000,000	25,000,000	0	25,000,000	0
TORONTO DOMINION BACDYAN	07/03/24	07/03/23	07/03/23	50,000,000	50,000,000	0	50,000,000	0
TORONTO DOMINION BACDYAN	07/03/24	07/03/23	07/03/23	50,000,000	50,000,000	0	50,000,000	0
UNITEDHEALTH GROUP,CP4-2	07/11/23	07/10/23	07/10/23	50,000,000	49,992,958	0	49,992,958	0
UNITEDHEALTH GROUP,CP4-2	07/11/23	07/10/23	07/10/23	50,000,000	49,992,958	0	49,992,958	0
UNITEDHEALTH GROUP,CP4-2	07/11/23	07/10/23	07/10/23	50,000,000	49,992,958	0	49,992,958	0
UNITEDHEALTH GROUP,CP4-2	07/11/23	07/10/23	07/10/23	25,000,000	24,996,479	0	24,996,479	0
UNITEDHEALTH GROUP,CP4-2	07/12/23	07/05/23	07/05/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/12/23	07/05/23	07/05/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/12/23	07/05/23	07/05/23	16,000,000	15,984,196	0	15,984,196	0
UNITEDHEALTH GROUP,CP4-2	07/14/23	07/07/23	07/07/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/14/23	07/07/23	07/07/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/14/23	07/07/23	07/07/23	43,000,000	42,957,526	0	42,957,526	0
UNITEDHEALTH GROUP,CP4-2	07/19/23	07/07/23	07/07/23	50,000,000	49,915,167	0	49,915,167	0
UNITEDHEALTH GROUP,CP4-2	07/19/23	07/07/23	07/07/23	5,000,000	4,991,517	0	4,991,517	0
UNITEDHEALTH GROUP,CP4-2	07/19/23	07/12/23	07/12/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/19/23	07/12/23	07/12/23	40,000,000	39,960,489	0	39,960,489	0
UNITEDHEALTH GROUP,CP4-2	07/19/23	07/12/23	07/12/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/19/23	07/12/23	07/12/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/20/23	07/19/23	07/19/23	50,000,000	49,992,958	0	49,992,958	0
UNITEDHEALTH GROUP,CP4-2	07/20/23	07/19/23	07/19/23	50,000,000	49,992,958	0	49,992,958	0
UNITEDHEALTH GROUP,CP4-2	07/20/23	07/19/23	07/19/23	50,000,000	49,992,958	0	49,992,958	0
UNITEDHEALTH GROUP,CP4-2	07/20/23	07/19/23	07/19/23	29,000,000	28,995,916	0	28,995,916	0
UNITEDHEALTH GROUP,CP4-2	07/20/23	07/19/23	07/19/23	50,000,000	49,992,958	0	49,992,958	0
UNITEDHEALTH GROUP,CP4-2	07/21/23	07/14/23	07/14/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/21/23	07/14/23	07/14/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/21/23	07/14/23	07/14/23	43,000,000	42,957,526	0	42,957,526	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/19/23	07/19/23	50,000,000	49,943,556	0	49,943,556	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/19/23	07/19/23	50,000,000	49,943,556	0	49,943,556	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/19/23	07/19/23	50,000,000	49,943,556	0	49,943,556	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/19/23	07/19/23	50,000,000	49,943,556	0	49,943,556	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/19/23	07/19/23	50,000,000	49,943,556	0	49,943,556	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/19/23	07/19/23	50,000,000	49,943,556	0	49,943,556	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/20/23	07/20/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/20/23	07/20/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/20/23	07/20/23	50,000,000	49,950,611	0	49,950,611	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/21/23	07/21/23	50,000,000	49,957,667	0	49,957,667	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/21/23	07/21/23	9,607,000	9,598,866	0	9,598,866	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/26/23	07/26/23	50,000,000	49,992,958	0	49,992,958	0
UNITEDHEALTH GROUP,CP4-2	07/27/23	07/26/23	07/26/23	4,000,000	3,999,437	0	3,999,437	0
UNITEDHEALTH GROUP,CP4-2	08/01/23	07/27/23	07/27/23	50,000,000	49,962,986	0	49,962,986	0
UNITEDHEALTH GROUP,CP4-2	08/01/23	07/27/23	07/27/23	50,000,000	49,962,986	0	49,962,986	0
UNITEDHEALTH GROUP,CP4-2	08/01/23	07/27/23	07/27/23	50,000,000	49,962,986	0	49,962,986	0
UNITEDHEALTH GROUP,CP4-2	08/01/23	07/27/23	07/27/23	5,000,000	4,996,299	0	4,996,299	0
VICTORY RECEIVABLESCPAB54	09/22/23	07/24/23	07/25/23	50,000,000	49,555,861	0	49,555,861	0
VICTORY RECEIVABLESCPAB54	09/22/23	07/24/23	07/25/23	50,000,000	49,555,861	0	49,555,861	0
VICTORY RECEIVABLESCPAB54	09/22/23	07/24/23	07/25/23	50,000,000	49,555,861	0	49,555,861	0
VICTORY RECEIVABLESCPAB54	10/12/23	07/12/23	07/12/23	50,000,000	49,299,778	0	49,299,778	0
VICTORY RECEIVABLESCPAB54	10/12/23	07/12/23	07/12/23	50,000,000	49,299,778	0	49,299,778	0
VICTORY RECEIVABLESCPAB54	10/12/23	07/12/23	07/12/23	18,100,000	17,846,520	0	17,846,520	0
WELLS FARGO BANK NA	07/31/24	07/28/23	07/31/23	50,000,000	50,000,000	0	50,000,000	0
WELLS FARGO BANK NA	07/31/24	07/28/23	07/31/23	50,000,000	50,000,000	0	50,000,000	0

TRADING ACTIVITY FOR JULY 2023

Description	Maturity Date	Trade Date	Settle Date	Par or Shares	Principal	Traded Interest	Settlement Amount	Realized Gain(Loss)
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/05/23	07/05/23	40,865,103	40,865,103	0	40,865,103	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/10/23	07/10/23	3,241,224	3,241,224	0	3,241,224	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/12/23	07/12/23	663,990	663,990	0	663,990	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/17/23	07/17/23	2,303,097	2,303,097	0	2,303,097	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/19/23	07/19/23	2,051,454	2,051,454	0	2,051,454	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/21/23	07/21/23	220,914	220,914	0	220,914	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/24/23	07/24/23	1,564,754	1,564,754	0	1,564,754	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/27/23	07/27/23	730,493	730,493	0	730,493	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/31/23	07/31/23	2,810,120	2,810,120	0	2,810,120	0
MIZUHO TRIPARTY	07/05/23	07/03/23	07/03/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/05/23	07/03/23	07/03/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/05/23	07/03/23	07/03/23	280,000,000	280,000,000	0	280,000,000	0
MIZUHO TRIPARTY	07/06/23	07/05/23	07/05/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/06/23	07/05/23	07/05/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/06/23	07/05/23	07/05/23	418,000,000	418,000,000	0	418,000,000	0
MIZUHO TRIPARTY	07/07/23	07/06/23	07/06/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/07/23	07/06/23	07/06/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/07/23	07/06/23	07/06/23	198,000,000	198,000,000	0	198,000,000	0
MIZUHO TRIPARTY	07/10/23	07/07/23	07/07/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/10/23	07/07/23	07/07/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/10/23	07/07/23	07/07/23	304,000,000	304,000,000	0	304,000,000	0
MIZUHO TRIPARTY	07/11/23	07/10/23	07/10/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/11/23	07/10/23	07/10/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/11/23	07/10/23	07/10/23	368,000,000	368,000,000	0	368,000,000	0
MIZUHO TRIPARTY	07/12/23	07/11/23	07/11/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/12/23	07/11/23	07/11/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/12/23	07/11/23	07/11/23	618,000,000	618,000,000	0	618,000,000	0
MIZUHO TRIPARTY	07/13/23	07/12/23	07/12/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/13/23	07/12/23	07/12/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/13/23	07/12/23	07/12/23	496,000,000	496,000,000	0	496,000,000	0
MIZUHO TRIPARTY	07/14/23	07/13/23	07/13/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/14/23	07/13/23	07/13/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/14/23	07/13/23	07/13/23	424,000,000	424,000,000	0	424,000,000	0
MIZUHO TRIPARTY	07/17/23	07/14/23	07/14/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/17/23	07/14/23	07/14/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/17/23	07/14/23	07/14/23	424,000,000	424,000,000	0	424,000,000	0
MIZUHO TRIPARTY	07/18/23	07/17/23	07/17/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/18/23	07/17/23	07/17/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/18/23	07/17/23	07/17/23	532,000,000	532,000,000	0	532,000,000	0
MIZUHO TRIPARTY	07/19/23	07/18/23	07/18/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/19/23	07/18/23	07/18/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/19/23	07/18/23	07/18/23	590,000,000	590,000,000	0	590,000,000	0
MIZUHO TRIPARTY	07/20/23	07/19/23	07/19/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/20/23	07/19/23	07/19/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/20/23	07/19/23	07/19/23	209,000,000	209,000,000	0	209,000,000	0
MIZUHO TRIPARTY	07/21/23	07/20/23	07/20/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/21/23	07/20/23	07/20/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/21/23	07/20/23	07/20/23	374,000,000	374,000,000	0	374,000,000	0
MIZUHO TRIPARTY	07/24/23	07/21/23	07/21/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/24/23	07/21/23	07/21/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/24/23	07/21/23	07/21/23	608,000,000	608,000,000	0	608,000,000	0
MIZUHO TRIPARTY	07/25/23	07/24/23	07/24/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/25/23	07/24/23	07/24/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/25/23	07/24/23	07/24/23	505,000,000	505,000,000	0	505,000,000	0
MIZUHO TRIPARTY	07/26/23	07/25/23	07/25/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/26/23	07/25/23	07/25/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/26/23	07/25/23	07/25/23	37,000,000	37,000,000	0	37,000,000	0
MIZUHO TRIPARTY	07/27/23	07/26/23	07/26/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/27/23	07/26/23	07/26/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/27/23	07/26/23	07/26/23	217,000,000	217,000,000	0	217,000,000	0
MIZUHO TRIPARTY	07/28/23	07/27/23	07/27/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/28/23	07/27/23	07/27/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/28/23	07/27/23	07/27/23	385,000,000	385,000,000	0	385,000,000	0
MIZUHO TRIPARTY	07/31/23	07/28/23	07/28/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/31/23	07/28/23	07/28/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/31/23	07/28/23	07/28/23	198,000,000	198,000,000	0	198,000,000	0
MIZUHO TRIPARTY	08/01/23	07/31/23	07/31/23	150,000,000	150,000,000	0	150,000,000	0

TRADING ACTIVITY FOR JULY 2023

Description	Maturity Date	Trade Date	Settle Date	Par or Shares	Principal	Traded Interest	Settlement Amount	Realized Gain(Loss)
HSBC TRIPARTY	08/01/23	07/31/23	07/31/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	08/01/23	07/31/23	07/31/23	680,000,000	680,000,000	0	680,000,000	0
Total Buys				40,635,691,149	40,616,013,745	0	40,616,013,745	0
Cash Closes								
ANGLESEA FUNDING LLC	10/18/23	07/14/23	07/14/23	100,000,000	100,000,000	349,194	100,349,194	0
COLLATERALIZED COMMERCIAL PAPER FLEX CO LLC	10/05/23	07/11/23	07/11/23	80,000,000	80,000,000	93,644	80,093,644	0
FIORÉ CAPITAL LLC	08/01/45	07/03/23	07/03/23	1,030,000	1,030,000	0	1,030,000	0
OLD LINE FUNDING LLC	08/25/23	07/12/23	07/12/23	50,000,000	50,000,000	117,319	50,117,319	0
OLD LINE FUNDING LLC	08/25/23	07/12/23	07/12/23	100,000,000	100,000,000	234,639	100,234,639	0
THUNDER BAY FUNDING LLC	08/22/23	07/17/23	07/17/23	25,000,000	25,000,000	92,306	25,092,306	0
THUNDER BAY FUNDING LLC	08/21/23	07/07/23	07/07/23	75,000,000	75,000,000	177,208	75,177,208	0
Total Cash Closes				431,030,000	431,030,000	1,064,311	432,094,311	0
Deposits								
ABN AMRO BANK N.V.	08/07/23	07/31/23	07/31/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
DNB BANK ASA NEW YORK	08/01/23	07/31/23	07/31/23	900,000,000	900,000,000	0	900,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	08/01/23	07/31/23	07/31/23	750,000,000	750,000,000	0	750,000,000	0
ABN AMRO BANK N.V.	07/10/23	07/03/23	07/03/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/05/23	07/03/23	07/03/23	700,000,000	700,000,000	0	700,000,000	0
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD.	07/12/23	07/05/23	07/05/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
RABOBANK NEW YORK	07/12/23	07/05/23	07/05/23	550,000,000	550,000,000	0	550,000,000	0
DNB BANK ASA NEW YORK	07/06/23	07/05/23	07/05/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/06/23	07/05/23	07/05/23	700,000,000	700,000,000	0	700,000,000	0
RABOBANK NEW YORK	07/13/23	07/06/23	07/06/23	500,000,000	500,000,000	0	500,000,000	0
DNB BANK ASA NEW YORK	07/07/23	07/06/23	07/06/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/07/23	07/06/23	07/06/23	700,000,000	700,000,000	0	700,000,000	0
DNB BANK ASA NEW YORK	07/10/23	07/07/23	07/07/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/10/23	07/07/23	07/07/23	700,000,000	700,000,000	0	700,000,000	0
ABN AMRO BANK N.V.	07/17/23	07/10/23	07/10/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
DNB BANK ASA NEW YORK	07/11/23	07/10/23	07/10/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/11/23	07/10/23	07/10/23	700,000,000	700,000,000	0	700,000,000	0
DNB BANK ASA NEW YORK	07/12/23	07/11/23	07/11/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/12/23	07/11/23	07/11/23	700,000,000	700,000,000	0	700,000,000	0
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD.	07/19/23	07/12/23	07/12/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
RABOBANK NEW YORK	07/19/23	07/12/23	07/12/23	575,000,000	575,000,000	0	575,000,000	0
DNB BANK ASA NEW YORK	07/13/23	07/12/23	07/12/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/13/23	07/12/23	07/12/23	700,000,000	700,000,000	0	700,000,000	0
RABOBANK NEW YORK	07/20/23	07/13/23	07/13/23	500,000,000	500,000,000	0	500,000,000	0
DNB BANK ASA NEW YORK	07/14/23	07/13/23	07/13/23	600,000,000	600,000,000	0	600,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/14/23	07/13/23	07/13/23	700,000,000	700,000,000	0	700,000,000	0
DNB BANK ASA NEW YORK	07/17/23	07/14/23	07/14/23	600,000,000	600,000,000	0	600,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/17/23	07/14/23	07/14/23	710,000,000	710,000,000	0	710,000,000	0
ABN AMRO BANK N.V.	07/24/23	07/17/23	07/17/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
DNB BANK ASA NEW YORK	07/18/23	07/17/23	07/17/23	700,000,000	700,000,000	0	700,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/18/23	07/17/23	07/17/23	710,000,000	710,000,000	0	710,000,000	0
DNB BANK ASA NEW YORK	07/19/23	07/18/23	07/18/23	900,000,000	900,000,000	0	900,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/19/23	07/18/23	07/18/23	715,000,000	715,000,000	0	715,000,000	0
RABOBANK NEW YORK	07/26/23	07/19/23	07/19/23	575,000,000	575,000,000	0	575,000,000	0
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD.	07/26/23	07/19/23	07/19/23	1,075,000,000	1,075,000,000	0	1,075,000,000	0
DNB BANK ASA NEW YORK	07/20/23	07/19/23	07/19/23	900,000,000	900,000,000	0	900,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/20/23	07/19/23	07/19/23	700,000,000	700,000,000	0	700,000,000	0
RABOBANK NEW YORK	07/27/23	07/20/23	07/20/23	500,000,000	500,000,000	0	500,000,000	0
DNB BANK ASA NEW YORK	07/21/23	07/20/23	07/20/23	800,000,000	800,000,000	0	800,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/21/23	07/20/23	07/20/23	700,000,000	700,000,000	0	700,000,000	0
DNB BANK ASA NEW YORK	07/24/23	07/21/23	07/21/23	950,000,000	950,000,000	0	950,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/24/23	07/21/23	07/21/23	700,000,000	700,000,000	0	700,000,000	0
ABN AMRO BANK N.V.	07/31/23	07/24/23	07/24/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
DNB BANK ASA NEW YORK	07/25/23	07/24/23	07/24/23	900,000,000	900,000,000	0	900,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/25/23	07/24/23	07/24/23	700,000,000	700,000,000	0	700,000,000	0
SVENSKA HANDELSBANKEN	07/26/23	07/25/23	07/25/23	500,000,000	500,000,000	0	500,000,000	0
DNB BANK ASA NEW YORK	07/26/23	07/25/23	07/25/23	600,000,000	600,000,000	0	600,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/26/23	07/25/23	07/25/23	705,000,000	705,000,000	0	705,000,000	0

TRADING ACTIVITY FOR JULY 2023

Description	Maturity Date	Trade Date	Settle Date	Par or Shares	Principal	Traded Interest	Settlement Amount	Realized Gain(Loss)
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD.	08/02/23	07/26/23	07/26/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
RABOBANK NEW YORK	08/02/23	07/26/23	07/26/23	570,000,000	570,000,000	0	570,000,000	0
DNB BANK ASA NEW YORK	07/27/23	07/26/23	07/26/23	350,000,000	350,000,000	0	350,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/27/23	07/26/23	07/26/23	700,000,000	700,000,000	0	700,000,000	0
RABOBANK NEW YORK	08/03/23	07/27/23	07/27/23	500,000,000	500,000,000	0	500,000,000	0
DNB BANK ASA NEW YORK	07/28/23	07/27/23	07/27/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/28/23	07/27/23	07/27/23	750,000,000	750,000,000	0	750,000,000	0
DNB BANK ASA NEW YORK	07/31/23	07/28/23	07/28/23	400,000,000	400,000,000	0	400,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/31/23	07/28/23	07/28/23	700,000,000	700,000,000	0	700,000,000	0
Total Deposits				40,485,000,000	40,485,000,000	0	40,485,000,000	0
<i>Maturities</i>								
ANGLESEA FUNDING LLC PABS4	07/24/23	07/24/23	07/24/23	85,000,000	85,000,000	0	85,000,000	0
ANTALIS S.A. CPABS4 CPABS4	07/05/23	07/05/23	07/05/23	117,400,000	117,400,000	0	117,400,000	0
ANTALIS S.A. CPABS4 CPABS4	07/06/23	07/06/23	07/06/23	75,000,000	75,000,000	0	75,000,000	0
ANTALIS S.A. CPABS4 CPABS4	07/12/23	07/12/23	07/12/23	117,400,000	117,400,000	0	117,400,000	0
ANTALIS S.A. CPABS4 CPABS4	07/19/23	07/19/23	07/19/23	120,980,000	120,980,000	0	120,980,000	0
ANTALIS S.A. CPABS4 CPABS4	07/26/23	07/26/23	07/26/23	160,000,000	160,000,000	0	160,000,000	0
ATLANTIC ASSET SECUCPABS4	07/21/23	07/21/23	07/21/23	85,000,000	85,000,000	0	85,000,000	0
BMW US CAPITAL LLC CP4-2	07/25/23	07/25/23	07/25/23	50,000,000	50,000,000	0	50,000,000	0
BANK OF NOVA SCOTIA/THE	07/07/23	07/07/23	07/07/23	57,000,000	57,000,000	0	57,000,000	0
BANK OF NOVA SCOTIA/THE	07/05/23	07/05/23	07/05/23	50,000,000	50,000,000	0	50,000,000	0
BARTON CAPITAL S.A. CPABS4	07/31/23	07/31/23	07/31/23	50,000,000	50,000,000	0	50,000,000	0
BENNINGTON STARK CACPABS4	07/14/23	07/14/23	07/14/23	45,992,000	45,992,000	0	45,992,000	0
BENNINGTON STARK CACPABS4	07/21/23	07/21/23	07/21/23	45,638,000	45,638,000	0	45,638,000	0
BENNINGTON STARK CACPABS4	07/28/23	07/28/23	07/28/23	45,000,000	45,000,000	0	45,000,000	0
BNG BANK N.V. CP4-2CP4-2	07/11/23	07/11/23	07/11/23	75,000,000	75,000,000	0	75,000,000	0
BNG BANK N.V. CP4-2CP4-2	07/18/23	07/18/23	07/18/23	50,000,000	50,000,000	0	50,000,000	0
BNG BANK N.V. CP4-2CP4-2	07/25/23	07/25/23	07/25/23	75,000,000	75,000,000	0	75,000,000	0
CHARIOT FUNDING LLC	07/10/23	07/10/23	07/10/23	150,000,000	150,000,000	0	150,000,000	0
CHESHAM FINANCE LLC CPABS4	07/03/23	07/03/23	07/03/23	105,000,000	105,000,000	0	105,000,000	0
CHESHAM FINANCE LLC CPABS4	07/05/23	07/05/23	07/05/23	460,000,000	460,000,000	0	460,000,000	0
CHESHAM FINANCE LLC CPABS4	07/10/23	07/10/23	07/10/23	150,000,000	150,000,000	0	150,000,000	0
CHESHAM FINANCE LLC CPABS4	07/12/23	07/12/23	07/12/23	430,000,000	430,000,000	0	430,000,000	0
CHESHAM FINANCE LLC CPABS4	07/17/23	07/17/23	07/17/23	150,000,000	150,000,000	0	150,000,000	0
CHESHAM FINANCE LLC CPABS4	07/19/23	07/19/23	07/19/23	440,000,000	440,000,000	0	440,000,000	0
CHESHAM FINANCE LLC CPABS4	07/24/23	07/24/23	07/24/23	150,000,000	150,000,000	0	150,000,000	0
CHESHAM FINANCE LLC CPABS4	07/26/23	07/26/23	07/26/23	440,000,000	440,000,000	0	440,000,000	0
CHESHAM FINANCE LLC CPABS4	07/31/23	07/31/23	07/31/23	160,000,000	160,000,000	0	160,000,000	0
CIESCO, LLC CPABS4-CPABS4	07/18/23	07/18/23	07/18/23	55,000,000	55,000,000	0	55,000,000	0
CITIBANK NA	07/21/23	07/21/23	07/21/23	200,000,000	200,000,000	0	200,000,000	0
COLLATERALIZED COMMERCIAL PAPER V CO LLC	07/13/23	07/13/23	07/13/23	100,000,000	100,000,000	0	100,000,000	0
COLLATERALIZED COMMCPABS3	07/12/23	07/12/23	07/12/23	50,000,000	50,000,000	0	50,000,000	0
CREDIT AGRICOLE CORCDYAN	07/27/23	07/27/23	07/27/23	150,000,000	150,000,000	0	150,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/05/23	07/05/23	07/05/23	940,000,000	940,000,000	0	940,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/06/23	07/06/23	07/06/23	955,000,000	955,000,000	0	955,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/07/23	07/07/23	07/07/23	1,005,000,000	1,005,000,000	0	1,005,000,000	0
CREDIT INDUSTRIEL ET COMMERCIAL/NEW YORK	07/10/23	07/10/23	07/10/23	1,005,000,000	1,005,000,000	0	1,005,000,000	0
CREDIT INDUSTRIEL ET COMMERCIAL/NEW YORK	07/11/23	07/11/23	07/11/23	1,005,000,000	1,005,000,000	0	1,005,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/12/23	07/12/23	07/12/23	1,025,000,000	1,025,000,000	0	1,025,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/13/23	07/13/23	07/13/23	1,030,000,000	1,030,000,000	0	1,030,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/14/23	07/14/23	07/14/23	1,005,000,000	1,005,000,000	0	1,005,000,000	0
CREDIT INDUSTRIEL ET COMMERCIAL/NEW YORK	07/17/23	07/17/23	07/17/23	1,005,000,000	1,005,000,000	0	1,005,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/18/23	07/18/23	07/18/23	1,005,000,000	1,005,000,000	0	1,005,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/19/23	07/19/23	07/19/23	910,000,000	910,000,000	0	910,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/20/23	07/20/23	07/20/23	910,000,000	910,000,000	0	910,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/21/23	07/21/23	07/21/23	940,000,000	940,000,000	0	940,000,000	0
CREDIT INDUSTRIEL ET COMMERCIAL/NEW YORK	07/24/23	07/24/23	07/24/23	945,000,000	945,000,000	0	945,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/25/23	07/25/23	07/25/23	975,000,000	975,000,000	0	975,000,000	0
CREDIT INDUSTRIEL ET COMMERCIAL/NEW YORK	07/26/23	07/26/23	07/26/23	973,000,000	973,000,000	0	973,000,000	0
CREDIT INDUSTRIEL ET COMMERCIAL/NEW YORK	07/27/23	07/27/23	07/27/23	974,000,000	974,000,000	0	974,000,000	0
CREDIT INDUSTRIEL ECP4-2	07/28/23	07/28/23	07/28/23	982,000,000	982,000,000	0	982,000,000	0
CREDIT INDUSTRIEL ET COMMERCIAL/NEW YORK	07/31/23	07/31/23	07/31/23	1,052,000,000	1,052,000,000	0	1,052,000,000	0
GOTHAM FUNDING CORPCPABS4	07/06/23	07/06/23	07/06/23	50,000,000	50,000,000	0	50,000,000	0
GOTHAM FUNDING CORPCPABS4	07/12/23	07/12/23	07/12/23	100,000,000	100,000,000	0	100,000,000	0
GOTHAM FUNDING CORPCPABS4	07/20/23	07/20/23	07/20/23	47,300,000	47,300,000	0	47,300,000	0

TRADING ACTIVITY FOR JULY 2023

Description	Maturity Date	Trade Date	Settle Date	Par or Shares	Principal	Traded Interest	Settlement Amount	Realized Gain(Loss)
GREAT BEAR FUNDING CPABS4	07/07/23	07/07/23	07/07/23	11,000,000	11,000,000	0	11,000,000	0
GREAT BEAR FUNDING CPABS4	07/12/23	07/12/23	07/12/23	14,000,000	14,000,000	0	14,000,000	0
GREAT BEAR FUNDING CPABS4	07/14/23	07/14/23	07/14/23	16,000,000	16,000,000	0	16,000,000	0
GREAT BEAR FUNDING CPABS4	07/18/23	07/18/23	07/18/23	19,000,000	19,000,000	0	19,000,000	0
GREAT BEAR FUNDING CPABS4	07/21/23	07/21/23	07/21/23	16,000,000	16,000,000	0	16,000,000	0
GREAT BEAR FUNDING CPABS4	07/25/23	07/25/23	07/25/23	35,000,000	35,000,000	0	35,000,000	0
GREAT BEAR FUNDING CPABS4	07/28/23	07/28/23	07/28/23	16,000,000	16,000,000	0	16,000,000	0
LONGSHIP FUNDING LLC PABS4	07/05/23	07/05/23	07/05/23	175,000,000	175,000,000	0	175,000,000	0
LONGSHIP FUNDING LLC PABS4	07/07/23	07/07/23	07/07/23	125,000,000	125,000,000	0	125,000,000	0
LONGSHIP FUNDING LLC PABS4	07/12/23	07/12/23	07/12/23	25,000,000	25,000,000	0	25,000,000	0
MATCHPOINT FINANCE CPABS4	07/05/23	07/05/23	07/05/23	75,000,000	75,000,000	0	75,000,000	0
MIZUHO BANK LTD/NEW YORK NY	07/27/23	07/27/23	07/27/23	50,000,000	50,000,000	0	50,000,000	0
NATIONWIDE BUILDING CP4-2	07/03/23	07/03/23	07/03/23	250,000,000	250,000,000	0	250,000,000	0
OLD LINE FUNDING, LLC, JU	07/24/23	07/24/23	07/24/23	75,000,000	75,000,000	0	75,000,000	0
ROYAL BANK OF CANADA CDYAN	07/14/23	07/14/23	07/14/23	10,000,000	10,000,000	0	10,000,000	0
SHEFFIELD RECEIVABLE CPABS4	07/24/23	07/24/23	07/24/23	45,500,000	45,500,000	0	45,500,000	0
SOCIETE GENERALE, PCP4-2	07/07/23	07/07/23	07/07/23	250,000,000	250,000,000	0	250,000,000	0
SOCIETE GENERALE, PCP4-2	07/10/23	07/10/23	07/10/23	225,000,000	225,000,000	0	225,000,000	0
SOCIETE GENERALE, PCP4-2	07/17/23	07/17/23	07/17/23	225,000,000	225,000,000	0	225,000,000	0
SOCIETE GENERALE, PCP4-2	07/31/23	07/31/23	07/31/23	100,000,000	100,000,000	0	100,000,000	0
SUMITOMO MITSUI TRUCDYAN	07/05/23	07/05/23	07/05/23	280,000,000	280,000,000	0	280,000,000	0
SUMITOMO MITSUI TRUCDYAN	07/07/23	07/07/23	07/07/23	100,000,000	100,000,000	0	100,000,000	0
SUMITOMO MITSUI TRUST BANK LTD/ NEW YORK	07/10/23	07/10/23	07/10/23	205,000,000	205,000,000	0	205,000,000	0
SUMITOMO MITSUI TRUST BANK LTD/ NEW YORK	07/13/23	07/13/23	07/13/23	100,000,000	100,000,000	0	100,000,000	0
THUNDER BAY FUNDING CPABS4	07/19/23	07/19/23	07/19/23	80,000,000	80,000,000	0	80,000,000	0
TORONTO DOMINION BACDYAN	07/18/23	07/18/23	07/18/23	90,000,000	90,000,000	0	90,000,000	0
UNITEDHEALTH GROUP, CP4-2	07/03/23	07/03/23	07/03/23	400,000,000	400,000,000	0	400,000,000	0
UNITEDHEALTH GROUP, CP4-2	07/07/23	07/07/23	07/07/23	74,000,000	74,000,000	0	74,000,000	0
UNITEDHEALTH GROUP, CP4-2	07/11/23	07/11/23	07/11/23	175,000,000	175,000,000	0	175,000,000	0
UNITEDHEALTH GROUP, CP4-2	07/12/23	07/12/23	07/12/23	116,000,000	116,000,000	0	116,000,000	0
UNITEDHEALTH GROUP, CP4-2	07/14/23	07/14/23	07/14/23	143,000,000	143,000,000	0	143,000,000	0
UNITEDHEALTH GROUP, CP4-2	07/19/23	07/19/23	07/19/23	245,000,000	245,000,000	0	245,000,000	0
UNITEDHEALTH GROUP, CP4-2	07/20/23	07/20/23	07/20/23	279,000,000	279,000,000	0	279,000,000	0
UNITEDHEALTH GROUP, CP4-2	07/21/23	07/21/23	07/21/23	143,000,000	143,000,000	0	143,000,000	0
UNITEDHEALTH GROUP, CP4-2	07/27/23	07/27/23	07/27/23	563,607,000	563,607,000	0	563,607,000	0
MIZUHO TRIPARTY	07/03/23	07/03/23	07/03/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/03/23	07/03/23	07/03/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/03/23	07/03/23	07/03/23	524,000,000	524,000,000	0	524,000,000	0
MIZUHO TRIPARTY	07/05/23	07/05/23	07/05/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/05/23	07/05/23	07/05/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/05/23	07/05/23	07/05/23	280,000,000	280,000,000	0	280,000,000	0
MIZUHO TRIPARTY	07/06/23	07/06/23	07/06/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/06/23	07/06/23	07/06/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/06/23	07/06/23	07/06/23	418,000,000	418,000,000	0	418,000,000	0
MIZUHO TRIPARTY	07/07/23	07/07/23	07/07/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/07/23	07/07/23	07/07/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/07/23	07/07/23	07/07/23	198,000,000	198,000,000	0	198,000,000	0
MIZUHO TRIPARTY	07/10/23	07/10/23	07/10/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/10/23	07/10/23	07/10/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/10/23	07/10/23	07/10/23	304,000,000	304,000,000	0	304,000,000	0
MIZUHO TRIPARTY	07/11/23	07/11/23	07/11/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/11/23	07/11/23	07/11/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/11/23	07/11/23	07/11/23	368,000,000	368,000,000	0	368,000,000	0
MIZUHO TRIPARTY	07/12/23	07/12/23	07/12/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/12/23	07/12/23	07/12/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/12/23	07/12/23	07/12/23	618,000,000	618,000,000	0	618,000,000	0
MIZUHO TRIPARTY	07/13/23	07/13/23	07/13/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/13/23	07/13/23	07/13/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/13/23	07/13/23	07/13/23	496,000,000	496,000,000	0	496,000,000	0
MIZUHO TRIPARTY	07/14/23	07/14/23	07/14/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/14/23	07/14/23	07/14/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/14/23	07/14/23	07/14/23	424,000,000	424,000,000	0	424,000,000	0
MIZUHO TRIPARTY	07/17/23	07/17/23	07/17/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/17/23	07/17/23	07/17/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/17/23	07/17/23	07/17/23	424,000,000	424,000,000	0	424,000,000	0
MIZUHO TRIPARTY	07/18/23	07/18/23	07/18/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/18/23	07/18/23	07/18/23	100,000,000	100,000,000	0	100,000,000	0

TRADING ACTIVITY FOR JULY 2023

Description	Maturity Date	Trade Date	Settle Date	Par or Shares	Principal	Traded Interest	Settlement Amount	Realized Gain(Loss)
BANK OF AMERICA TRIPARTY	07/18/23	07/18/23	07/18/23	532,000,000	532,000,000	0	532,000,000	0
MIZUHO TRIPARTY	07/19/23	07/19/23	07/19/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/19/23	07/19/23	07/19/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/19/23	07/19/23	07/19/23	590,000,000	590,000,000	0	590,000,000	0
MIZUHO TRIPARTY	07/20/23	07/20/23	07/20/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/20/23	07/20/23	07/20/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/20/23	07/20/23	07/20/23	209,000,000	209,000,000	0	209,000,000	0
MIZUHO TRIPARTY	07/21/23	07/21/23	07/21/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/21/23	07/21/23	07/21/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/21/23	07/21/23	07/21/23	374,000,000	374,000,000	0	374,000,000	0
MIZUHO TRIPARTY	07/24/23	07/24/23	07/24/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/24/23	07/24/23	07/24/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/24/23	07/24/23	07/24/23	608,000,000	608,000,000	0	608,000,000	0
MIZUHO TRIPARTY	07/25/23	07/25/23	07/25/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/25/23	07/25/23	07/25/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/25/23	07/25/23	07/25/23	505,000,000	505,000,000	0	505,000,000	0
MIZUHO TRIPARTY	07/26/23	07/26/23	07/26/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/26/23	07/26/23	07/26/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/26/23	07/26/23	07/26/23	37,000,000	37,000,000	0	37,000,000	0
MIZUHO TRIPARTY	07/27/23	07/27/23	07/27/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/27/23	07/27/23	07/27/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/27/23	07/27/23	07/27/23	217,000,000	217,000,000	0	217,000,000	0
MIZUHO TRIPARTY	07/28/23	07/28/23	07/28/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/28/23	07/28/23	07/28/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/28/23	07/28/23	07/28/23	385,000,000	385,000,000	0	385,000,000	0
MIZUHO TRIPARTY	07/31/23	07/31/23	07/31/23	150,000,000	150,000,000	0	150,000,000	0
HSBC TRIPARTY	07/31/23	07/31/23	07/31/23	100,000,000	100,000,000	0	100,000,000	0
BANK OF AMERICA TRIPARTY	07/31/23	07/31/23	07/31/23	198,000,000	198,000,000	0	198,000,000	0
ABN AMRO BANK N.V.	07/03/23	07/03/23	07/03/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD.	07/05/23	07/05/23	07/05/23	1,090,000,000	1,090,000,000	0	1,090,000,000	0
RABOBANK NEW YORK	07/05/23	07/05/23	07/05/23	590,000,000	590,000,000	0	590,000,000	0
RABOBANK NEW YORK	07/06/23	07/06/23	07/06/23	500,000,000	500,000,000	0	500,000,000	0
DNB BANK ASA NEW YORK	07/03/23	07/03/23	07/03/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/03/23	07/03/23	07/03/23	450,000,000	450,000,000	0	450,000,000	0
ABN AMRO BANK N.V.	07/10/23	07/10/23	07/10/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/05/23	07/05/23	07/05/23	700,000,000	700,000,000	0	700,000,000	0
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD.	07/12/23	07/12/23	07/12/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
RABOBANK NEW YORK	07/12/23	07/12/23	07/12/23	550,000,000	550,000,000	0	550,000,000	0
DNB BANK ASA NEW YORK	07/06/23	07/06/23	07/06/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/06/23	07/06/23	07/06/23	700,000,000	700,000,000	0	700,000,000	0
RABOBANK NEW YORK	07/13/23	07/13/23	07/13/23	500,000,000	500,000,000	0	500,000,000	0
DNB BANK ASA NEW YORK	07/07/23	07/07/23	07/07/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/07/23	07/07/23	07/07/23	700,000,000	700,000,000	0	700,000,000	0
DNB BANK ASA NEW YORK	07/10/23	07/10/23	07/10/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/10/23	07/10/23	07/10/23	700,000,000	700,000,000	0	700,000,000	0
ABN AMRO BANK N.V.	07/17/23	07/17/23	07/17/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
DNB BANK ASA NEW YORK	07/11/23	07/11/23	07/11/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/11/23	07/11/23	07/11/23	700,000,000	700,000,000	0	700,000,000	0
DNB BANK ASA NEW YORK	07/12/23	07/12/23	07/12/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/12/23	07/12/23	07/12/23	700,000,000	700,000,000	0	700,000,000	0
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD.	07/19/23	07/19/23	07/19/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
RABOBANK NEW YORK	07/19/23	07/19/23	07/19/23	575,000,000	575,000,000	0	575,000,000	0
DNB BANK ASA NEW YORK	07/13/23	07/13/23	07/13/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/13/23	07/13/23	07/13/23	700,000,000	700,000,000	0	700,000,000	0
RABOBANK NEW YORK	07/20/23	07/20/23	07/20/23	500,000,000	500,000,000	0	500,000,000	0
DNB BANK ASA NEW YORK	07/14/23	07/14/23	07/14/23	600,000,000	600,000,000	0	600,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/14/23	07/14/23	07/14/23	700,000,000	700,000,000	0	700,000,000	0
DNB BANK ASA NEW YORK	07/17/23	07/17/23	07/17/23	600,000,000	600,000,000	0	600,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/17/23	07/17/23	07/17/23	710,000,000	710,000,000	0	710,000,000	0
ABN AMRO BANK N.V.	07/24/23	07/24/23	07/24/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
DNB BANK ASA NEW YORK	07/18/23	07/18/23	07/18/23	700,000,000	700,000,000	0	700,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/18/23	07/18/23	07/18/23	710,000,000	710,000,000	0	710,000,000	0
DNB BANK ASA NEW YORK	07/19/23	07/19/23	07/19/23	900,000,000	900,000,000	0	900,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/19/23	07/19/23	07/19/23	715,000,000	715,000,000	0	715,000,000	0
RABOBANK NEW YORK	07/26/23	07/26/23	07/26/23	575,000,000	575,000,000	0	575,000,000	0

TRADING ACTIVITY FOR JULY 2023

Description	Maturity Date	Trade Date	Settle Date	Par or Shares	Principal	Traded Interest	Settlement Amount	Realized Gain(Loss)
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD.	07/26/23	07/26/23	07/26/23	1,075,000,000	1,075,000,000	0	1,075,000,000	0
DNB BANK ASA NEW YORK	07/20/23	07/20/23	07/20/23	900,000,000	900,000,000	0	900,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/20/23	07/20/23	07/20/23	700,000,000	700,000,000	0	700,000,000	0
RABOBANK NEW YORK	07/27/23	07/27/23	07/27/23	500,000,000	500,000,000	0	500,000,000	0
DNB BANK ASA NEW YORK	07/21/23	07/21/23	07/21/23	800,000,000	800,000,000	0	800,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/21/23	07/21/23	07/21/23	700,000,000	700,000,000	0	700,000,000	0
DNB BANK ASA NEW YORK	07/24/23	07/24/23	07/24/23	950,000,000	950,000,000	0	950,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/24/23	07/24/23	07/24/23	700,000,000	700,000,000	0	700,000,000	0
ABN AMRO BANK N.V.	07/31/23	07/31/23	07/31/23	1,050,000,000	1,050,000,000	0	1,050,000,000	0
DNB BANK ASA NEW YORK	07/25/23	07/25/23	07/25/23	900,000,000	900,000,000	0	900,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/25/23	07/25/23	07/25/23	700,000,000	700,000,000	0	700,000,000	0
SVENSKA HANDELSBANKEN	07/26/23	07/26/23	07/26/23	500,000,000	500,000,000	0	500,000,000	0
DNB BANK ASA NEW YORK	07/26/23	07/26/23	07/26/23	600,000,000	600,000,000	0	600,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/26/23	07/26/23	07/26/23	705,000,000	705,000,000	0	705,000,000	0
DNB BANK ASA NEW YORK	07/27/23	07/27/23	07/27/23	350,000,000	350,000,000	0	350,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/27/23	07/27/23	07/27/23	700,000,000	700,000,000	0	700,000,000	0
DNB BANK ASA NEW YORK	07/28/23	07/28/23	07/28/23	500,000,000	500,000,000	0	500,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/28/23	07/28/23	07/28/23	750,000,000	750,000,000	0	750,000,000	0
DNB BANK ASA NEW YORK	07/31/23	07/31/23	07/31/23	400,000,000	400,000,000	0	400,000,000	0
MIZUHO BANK, LTD. NEW YORK BRANCH	07/31/23	07/31/23	07/31/23	700,000,000	700,000,000	0	700,000,000	0
Total Maturities				80,637,817,000	80,637,817,000	0	80,637,817,000	0
Sells								
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/03/23	07/03/23	5,586,700	5,586,700	0	5,586,700	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/06/23	07/06/23	34,234,615	34,234,615	0	34,234,615	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/07/23	07/07/23	1,610,269	1,610,269	0	1,610,269	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/11/23	07/11/23	437,575	437,575	0	437,575	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/13/23	07/13/23	1,914,968	1,914,968	0	1,914,968	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/14/23	07/14/23	843,391	843,391	0	843,391	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/18/23	07/18/23	1,359,292	1,359,292	0	1,359,292	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/20/23	07/20/23	2,537,695	2,537,695	0	2,537,695	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/25/23	07/25/23	2,027,894	2,027,894	0	2,027,894	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/26/23	07/26/23	22,158	22,158	0	22,158	0
DREYFUS GOVT CASH MGMT FUND	03/01/27	07/28/23	07/28/23	2,293,100	2,293,100	0	2,293,100	0
Total Sells				52,867,657	52,867,657	0	52,867,657	0



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Our mission is to provide superior investment management and trust services by proactively and comprehensively managing risk and adhering to the highest ethical, fiduciary, and professional standards.

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