

## ADDENDUM #1

North Hancock Road Extension Phase IIIA and IIIB  
 FPN No. 435515-1-58-01; Project No. 2014-11  
 Bid No. 14-0030

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Receipt of this addendum shall be acknowledged by the bidder by signing and dating the appropriate line on page W-4 of the bid proposal.** Failure to acknowledge this addendum may preclude consideration of the bid proposal for award.

A mandatory pre-bid meeting for the referenced project was held at 9:00 a.m. on August 14, 2014, in the Department of Public Works' conference room. The following were in attendance:

Name	Company	Phone Number	Email Address
Jennifer Schreiner	SEMA Construction	(407) 563-7900	<a href="mailto:jschreiner@semaconstruction.com">jschreiner@semaconstruction.com</a>
Miriam Argueta	Pospiech Contracting Inc.	(352) 726-3940	<a href="mailto:margueta@pospiechcontracting.com">margueta@pospiechcontracting.com</a>
Burl (Bo) Reardon	Tetra Tech	(407) 839-3955	<a href="mailto:burl.reardon@tetrattech.com">burl.reardon@tetrattech.com</a>
Herb Hawk	Gibbs & Register, Inc.	(407) 654-6133	<a href="mailto:estimating@gibbsandregister.com">estimating@gibbsandregister.com</a>
Charlie Hogan	Dewitt Excavating	(407) 656-1799	<a href="mailto:Charlie@dewittexc.com">Charlie@dewittexc.com</a>
Chris O'Neil	Boykin Construction	(352) 394-5993	<a href="mailto:boykinconst@aol.com">boykinconst@aol.com</a>
Pete Morgan	Prince Contracting	(813) 699-6900	<a href="mailto:pwmorgan@princecontracting.com">pwmorgan@princecontracting.com</a>
Robert Borginis *	B3CE, LLC	(352) 404-8168	<a href="mailto:rborginis@cfl.rr.com">rborginis@cfl.rr.com</a>
Greg Sutfin **	Commercial Ind. Corp.	(352) 840-0161	<a href="mailto:jay@icfl.com">jay@icfl.com</a>
Richard Fiegel	J.R. Davis Construction	(407) 870-0066	<a href="mailto:richardf@jr-Davis.com">richardf@jr-Davis.com</a>
CJ Finn	CW Roberts Contracting	(352) 330-2540	<a href="mailto:cjfinn@cwrcontracting.com">cjfinn@cwrcontracting.com</a>
Terri DeGross	Universal Engineering	(407) 423-0504	<a href="mailto:tdegross@univeralengineering.com">tdegross@univeralengineering.com</a>
Gary Davis	Ranger Construction	(407) 656-9255	<a href="mailto:estimating@rangerconstruction.com">estimating@rangerconstruction.com</a>
Christiane Nelson	Universal Engineering	(407) 509-0869	<a href="mailto:cmnelson@universalengineering.com">cmnelson@universalengineering.com</a>
Jon Fox	Tetra Tech	(407) 480-3915	<a href="mailto:Jon.fox@tetrattech.com">Jon.fox@tetrattech.com</a>
John Watson	Watson Civil	(904) 613-2968	<a href="mailto:jwatson@watsoncivil.com">jwatson@watsoncivil.com</a>
Jeff Begovich	Tierra Inc.	(407) 877-1354	<a href="mailto:jbegovich@tierraeng.com">jbegovich@tierraeng.com</a>
Robert Rudd	Tierra Inc.	(407) 877-1354	<a href="mailto:r Rudd@tierraeng.com">r Rudd@tierraeng.com</a>
Lori Conway	Lake County Public Works	(352) 343-6439	<a href="mailto:lconway@lakecountyfl.gov">lconway@lakecountyfl.gov</a>
Fred Schneider	Lake County Public Works	(352) 483-9045	<a href="mailto:fschneider@lakecountyfl.gov">fschneider@lakecountyfl.gov</a>
Alan Kirkland	Lake County Public Works	(352) 483-9043	<a href="mailto:akirkland@lakecountyfl.gov">akirkland@lakecountyfl.gov</a>
Denis Dietz	Lake County Public Works	(352) 742-1766	<a href="mailto:ddietz@lakecountyfl.gov">ddietz@lakecountyfl.gov</a>
Paul Erickson	Lake County Public Works	(352) 483-9021	<a href="mailto:perickson@lakecountyfl.gov">perickson@lakecountyfl.gov</a>
Terry Scott	Lake County Public Works	(352) 483-9024	<a href="mailto:jscott@lakecountyfl.gov">jscott@lakecountyfl.gov</a>
Joe Hinton	Lake County Public Works	(352) 483-9027	<a href="mailto:jhinton@lakecountyfl.gov">jhinton@lakecountyfl.gov</a>
Heath McArdle	Lake County Public Works	(352) 483-9023	<a href="mailto:hmcardle@lakecountyfl.gov">hmcardle@lakecountyfl.gov</a>
Deb Marchese	Lake County Public Works	(353) 483-9007	<a href="mailto:dmarchese@lakecountyfl.gov">dmarchese@lakecountyfl.gov</a>

\*Arrived after introductions had begun.

\*\* Signed in as Jay Blankenfeld

The North Hancock Road Extension project is located between Clermont and Minneola in South Lake County and shall consist of constructing and widening North Hancock Road to a four-lane urban designed roadway with curb and gutter, bike lanes, sidewalks, and multi-use trail. The project extends from CR 50 north to the proposed new turnpike interchange. Other work associated with this project shall include: storm pipe and structure installation, retention pond excavation, swale and ditch construction, gravity wall installation, guardrail installation, traffic signal installation/relocation, thermoplastic striping, sodding, and other miscellaneous construction. Through a Transportation Regional Incentive Program (TRIP) Agreement, a portion of the construction will be funded by the Florida Department of Transportation. The contractor shall be required to meet all State and Federal guidelines. The engineer's estimate is \$8,645,930.

Work performed under this contract shall be based on a lump sum bid. Quantities, if shown in the construction plans, are estimated for bidding purposes only and shall be verified by the contractor.

Pay special attention to all notes shown in the construction plans.

Contractor shall video the project limits prior to beginning construction. The video shall be in DVD format and provided to Lake County before construction begins. Detail should be given to all existing fence lines, driveways, hedge lines, etc., to document existing conditions prior to construction.

Bid to sod all disturbed areas matching all existing grass types. Contractor shall be responsible for watering all sod until there is established growth.

All utilities shown in the construction plans to be relocated shall be the responsibility of the utility provider to relocate. Contractor is responsible for the coordination of all utility relocation.

Contractor shall provide two sets of redline as-built drawings upon completion of the project that show all structure locations, invert elevations, and pipe locations. The as-builts must be signed and sealed by a professional engineer or surveyor, licensed to do business in the State of Florida. Contractor shall also provide an electronic copy of the as-builts.

All millings shall remain the property of Lake County. The Contractor shall haul the millings to the SR 19 Clay Pit, 10527 State Road 19, Groveland (actually on Allegiance Court). Millings shall not be stockpiled on the project site.

Delete all work located in the North Hancock Road TY-LIN plans between STA 254+00 to STA 263 + 54.13. This work will be covered in the North Hancock Road Extension at Turnpike Interchange plans, produced by Pat Magno, Lake County Public Works.

Contractor shall complete the construction of the sidewalk along East Old Highway 50 to allow pedestrians and bicyclists to cross at the intersection of Hancock Road and East Old Highway 50 at the start of construction.

All gravity walls shall have a minimum 2' of embankment.

On Sheet 6 of the TY-LIN plans from STA 188 + 50 to STA 196 + 00, and sheet 12 STA 500 + 70 to 507 + 36, change milling depth to 2.5". See attached milling and resurfacing requirements.

Contractor shall include in their bid a cost to provide Lake County with a stormwater inspection video per FDOT Requirements of all storm pipe installed as part of this project.

This project consists of multiple plans. The plans are listed as:

- North Hancock Extension – prepared by TY-LIN
- North Hancock Road Extension at Turnpike Interchange – prepared by Lake County
- Turkey Farm Road Speed Tables – prepared by Lake County
- Retaining Wall Plans – prepared by Southeast Structural Engineering
- City of Minneola Turkey Farms WM Relocation - prepared by Tetra Tech

Lake County has entered into an agreement with Duke Energy regarding their easements on this project. A copy of the agreement will be included in the addendum. Contractor shall review the agreement carefully and will be required to meet all requirements of the agreement, including, but not limited to, naming Duke Energy as an additional insured on liability insurance policy and coordinating with Duke Energy to have a Duke Energy inspector on site when work is being performed within their easement. Lake County will pay the fees associated with having a Duke Energy inspector on site

The Notice to Proceed for this project will be issued as soon as possible following the bid opening. It is Lake County's intention for work to begin on November 1, 2014.

On Sheets 100 thru 109, 116 thru 122, 124, 125, and 161 disregard the sub soil excavation. Also disregard Item 81 on Page W-6 of the Bid Tabulation sheet, Underdrain, Type II. Lake County will not be installing the underdrain.

Jon Fox with Tetra Tech stated that there are City of Minneola water and wastewater lines that will be a part of this project. Some highlights for that work are:

1. There are some small feeder lines feeding into existing subdivisions that will need to be deepened to avoid conflict with some stormwater piping.
2. There is a large 20" water main that parallels Turkey Farms Road that is the biggest part of the city's job that will have to be relocated and deepened to match the new profile of the road and provide adequate cover.
3. An important aspect is in Section 15050 that provides a sequence of construction. In the project there are strategic line stops to provide a sequence of construction. There is some work with regard to Reserve of Minneola where the work will need to be done quickly so as to limit the down time. It is described in Section 15050. Part of that work will require coordination with the City of Minneola to provide door hangers and public notification of the outage. That work will probably have to be done during the evening hours.
4. The FDEP permit has been obtained by the City of Minneola (copy attached). Any other permits required will have to be obtained by the contractor.

The County has an interlocal agreement with the City of Minneola to install the water lines. The project will be awarded on the sum of the Base Bid and the Alternate Bid unless the city chooses not to build their part and then the project will be the award based on the lowest and most responsive Base Bid. The estimate for the alternate bid is \$180,000.

All questions regarding the plans or bid document should be sent to Deb Marchese, Construction Program Specialist, at [dmarchese@lakecountyfl.gov](mailto:dmarchese@lakecountyfl.gov). All questions must be an e-mail or in writing and received 10 days prior to the bid opening.

The Turnpike Authority is planning to advertise their design/build of the interchange in about three weeks. The Contractor will be responsible to coordinate with the contractor that is awarded the Turnpike Authority project. At the north end of our project we have 350' of roadway draining north to the future turnpike connection. The Contractor will have to shore up or consider the drainage so there are no erosion problems. Lake County will draw up plans to address this drainage issue and they will be forwarded as part of Addendum #2. The Contractor will be required to block off the inlets in this area until the stormwater pipe connection is made.

There is a traffic signal to be installed at the intersection of North Hancock and Fosgate Road. The contractor will be required to coordinate with the company installing the signal.

Additional plan sheets for the North Hancock Road Extension at Turnpike Interchange – plans prepared by Lake County will be provided in Addendum #2.

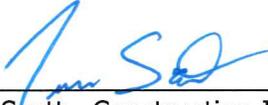
**Questions Asked at the Pre-Bid Meeting:**

**Q1:** What are the number of days allotted for substantial and final completion?

**A1:** There is no substantial completion. Contractor shall determine the number of days to final completion.

**Q2:** Is there a geotechnical report and is it included in the documents?

**A2:** The geotechnical report is included in the bid document.

  
\_\_\_\_\_  
Terry Scott, Construction Inspection Supervisor

8-20-14  
\_\_\_\_\_  
Date

**Attachments:**

- Tierra Paving and Resurfacing Requirements
- Duke Energy Agreement
- FDEP Permit

# TIERRA

August 18, 2014

Lake County Public Works  
Terry Scott  
437 Ardice Avenue  
Eustis, Florida 32726

**RE: Milling and Resurfacing Recommendations  
North Hancock Road, Lake County, Florida  
Phase IIIA  
FIN: 435515-1-58-01**

Dear Mr. Scott:

As requested, Tierra, Inc. has completed a limited coring investigation and recommends the following milling and resurfacing requirements for the project.

**Mainline: Northbound North Hancock Road**

Station: 188+50 to 197+40 – Northbound travel lanes, existing right turn lane on to Old Hwy 50

Milling Recommendation: Mill minimum 2 ½" with cross slope correction

Resurfacing Recommendation: 1 ½" of Type SP 12.5 structural course  
1" of Type FP 9.5

Station: 188+50 to 197+40 – Northbound left turn lane

Milling Recommendation: Mill minimum 1" with cross slope correction

Resurfacing Recommendation: 1" of Type FC 9.5

**Mainline: Southbound South Hancock Road**

Station: 188+50 to 197+40 – L1 & L2 (inside passing lane/outside travel lane)

Milling Recommendation: Mill minimum 1 ½" with cross slope correction

Resurfacing Recommendation: 1 ½" Type FC 9.5

**Mainline: East Old Hwy 50**

Station: 500+70 to 507+36 – Westbound travel lane (including right turn lane) and left turn lane onto North Hancock Road

Milling Recommendation: Mill minimum 2 ½" with cross slope correction

Resurfacing Recommendation: 1 ½" Type SP 12.5 structural course  
1" Type FC 9.5

Station: 500+70 to 507+36 – Eastbound travel lane

Milling Recommendation: Mill minimum 1 ½" with cross slope correction

Resurfacing Recommendation: 1 ½" of Type FC 9.5

Milling and Resurfacing Recommendations  
North Hancock Road, Lake County, Florida  
Phase IIIA  
FIN: 435515-1-58-01  
Page 2 of 2

**Mainline: West Old Hwy 50**

Station: 36+65 to 39+00 – Westbound & Eastbound travel lanes

Milling Recommendation: Mill minimum 2 ½" with cross slope correction

Resurfacing Recommendation: 1 ½ Type SP 12.5 structural course  
1" Type FC 9.5

All other milling and resurfacing as provided within the project plans shall remain per plan. Milling resurfacing procedures shall be in accordance with FDOT Standard Specifications for Road and Bridge Construction 2014 edition.

Should you have any questions or request any additional information, please do not hesitate to contact the undersigned.

Respectfully Submitted,  
**TIERRA, INC.**

A handwritten signature in black ink, appearing to read "Jeff Begovich", with a stylized flourish extending to the right.

Jeff Begovich, P.E.  
Principal Engineer  
Florida License No. 51869

This document prepared by: Bruce  
Crawford, Esquire  
Return to: Duke Energy Florida, Inc.  
Attn: Real Estate Document Center  
3300 Exchange Place, NP3A  
Lake Mary, FL 32746

ETS #20130143  
Lake County Florida  
CFW-92 to CFW-104  
Property Tax ID #09-22-26-0400-024-  
00001,0400-025-00000,0400-024-00003,0400-  
009-00004,0400-009-00005,0400-009-  
00003,0405-009-00001,16-22-26-0101-00A-  
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000-00600

For County Use Only

### ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, issued this 8<sup>th</sup> day of Nov., 2013, between **DUKE ENERGY FLORIDA, INC. d/b/a DUKE ENERGY**, a Florida corporation, 3300 Exchange Place, Lake Mary, FL 32746, ("DUKE" herein), to **LAKE COUNTY**, a political subdivision of the State of Florida, whose mailing address is 315 West Main Street, Tavares, Florida 32778, ("APPLICANT" herein);

### WITNESSETH

WHEREAS, DUKE is owner, possessor and user of a 170 foot right-of-way and/or easement recorded in, O. R. Book 304 at Page 987, being generally located in the NW ¼ of NW ¼ of NW ¼, Section 16, Township 22 South, Range 26 East, And O. R. Book 320 at Page 783, being generally located in the SW ¼ of NW ¼ of NW ¼, Section 16, Township 22 South, range 26 East., And O.R. Book 360 at Page 726, being generally located in the W ½ of SW ¼ of the NW ¼ , the W ½ of NE ¼ of SW ¼ of NW ¼ and that Part of the NW ¼ of NW ¼ of SW ¼ laying North of State Road 565A, in Section 16, Township 22 South, Range 26 East, And O. R. Book 314 at Page 986, being generally located in the tracts 23B, 24, 25 and 40A in the W ½ of SW ¼ of NW ¼, the W ½ of NE ¼ of SW ¼ of NW ¼ and that part of the NW ¼ of NW ¼ of SW ¼, Lying North of State Road 565A, in Section 16, Township 22 South, Range 26 East, And O.R. Book 360 at Page 760, being generally located in the area through tracts 26, 39, and 42B in Section 16, Township 22 South, Range 26 East, And O.R. Book 302 at Page 807, being generally located in the area through Tracts 26, 39 and 42B in Section 16, Township 22 South, Range 26 East, And O.R. Book 360 at Page 766, being generally located in the area through Tracts 42A, 55, 54B, 58 and 59 in the SW ¼ in Section 16, Township 22 South, Range 26 East, And O.R. Book 292 at Page 784, being generally located in the area through Tracts 42A, 55, 54B, 58 and 59 in the SW ¼, in Section 16, Township 22 South, Range 26 East, said right-of-way and/or easement giving DUKE the right by appropriate legal means, to restrict any occupancy or utilization of the established right-of-way and/or easement which would be or could become inconsistent with the safe and efficient operation and maintenance of DUKE's existing and future high voltage electric transmission and distribution lines and related facilities located thereon; and

WHEREAS, APPLICANT and APPLICANT's representatives and agents now have or will have some right, title or interest in the lands encumbered by the aforementioned right-of-way and/or easement and desires to occupy and utilize a portion of said lands limited to purposes of **roads, sidewalks, signage, signalization, lighting, railings, landscaping, and pipes** as shown on 90% Plans, dated April 5, 2013, page 1 through page 309 as labeled North Hancock Road and prepared by TYLIN International attached as **Exhibit "A"** and as indicated in Specific Requirements attached as **Exhibit "B"** (sometimes referred to as "APPLICANT's Utilization") and involving said right-of-way and/or easement in only such manner as will insure the continued safe and efficient operation and maintenance of DUKE's existing and future high voltage electric transmission and distribution lines and related facilities located thereon.

NOW, THEREFORE, for and in consideration of the benefits herein provided, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- A. DUKE shall interpose no objection to APPLICANT's utilization of the designated portion of the aforementioned lands on the basis of any other rights or restriction pursuant to DUKE's right-of-way and/or easement for so long as APPLICANT's utilization strictly complies with and conforms to the locations specified on **Exhibit "A"** and the conditions and requirements set forth in **Exhibit "B"** attached hereto and by this reference incorporated herein and made a part hereof.
- B. Compliance with said location and conditions specified on said **Exhibits "A" and "B"** is necessary and essential to render APPLICANT's Utilization of DUKE's right-of-way and/or easement consistent with safe and efficient operation and maintenance of DUKE's existing and future high voltage electric transmission and distribution lines located thereon, and, therefore, APPLICANT's failure to comply with any of said locations and conditions shall constitute an infringement upon the rights and restrictions secured to DUKE pursuant to the said right-of-way and/or easement with the exception of the approved roadway plans as provided in **Exhibit "A."**
- C. All of APPLICANT's operations, activities and equipment used within DUKE's right-of-way and/or easement beneath or in proximity to any of DUKE's electrical facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC) and the Occupational Safety and Health Act of 1971 (OSHA). APPLICANT is further notified and hereby agrees to so notify any of APPLICANT's employees, agents, contractors, representatives, or other persons engaging in APPLICANT's activities upon said right-of-way and/or easement with APPLICANT's knowledge and under APPLICANT's supervision or control, that extreme caution is necessary around all of DUKE's electrical facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injuries, APPLICANT shall immediately report the nature and extent thereof to DUKE's nearest local office.
- D. The validity of this Encroachment Agreement is contingent upon APPLICANT first obtaining proper zoning approval and/or permit from the appropriate governmental body or public agency having jurisdiction over such utilization at this location, if required. If such zoning, authority, approval is not secured, this Encroachment Agreement will be null and void.

- E. DUKE shall not be liable for any damages to APPLICANT's Utilization whatsoever resulting from DUKE's continued use and occupancy of the right-of-way and/or easement; DUKE however, shall not willfully cause undue damage to APPLICANT's Utilization.
- F. DUKE's Northern Florida Transmission Area Encroachment Agent (currently 407 938-6715) shall be notified by APPLICANT at least fourteen (14) days prior to APPLICANT's commencement of initial construction activities within DUKE's right-of-way and/or easement.
- G. A free and easily passable thirty foot (30') wide access way be retained along the length of the right-of-way easement strip and to all transmission structures for use by DUKE for emergency access, normal maintenance and patrol purposes.
- H. APPLICANT shall not use any equipment capable of extending over twelve (12) feet in height above natural ground within DUKE's right-of-way and/or easement without prior written approval unless a DUKE approved Inspector is on site. APPLICANT is responsible for the payment of all costs for said Inspector.
- I. APPLICANT shall adhere to provisions in NESC regarding clearances between ground level and electric conductors. Ground elevation cannot be raised or lowered more than two (2') feet.
- J. If the utilization area is fenced or enclosed by a wall, APPLICANT shall install a sixteen (16) foot wide gate along each fenced or walled boundary within the right-of-way and/or easement making that portion of the right-of-way easement accessible to DUKE. APPLICANT shall ground each gate and fence in accordance with the National Electric Safety Code. APPLICANT may secure each gate with a chain and lock and DUKE shall install an additional lock creating an interlocking padlock system.
- K. The APPLICANT will maintain the Road right-of-way from back of sidewalk to back of sidewalk.
- L. The entire disturbed area within DUKE's right-of-way and/or easement, including DUKE's patrol road, shall be restored by APPLICANT to a condition at least as good as that which existed prior to construction.
- M. Upon completion of construction, APPLICANT shall notify DUKE's Northern Florida Transmission Area Encroachment Agent (currently 407 938-6715) for inspection of DUKE's right-of-way and/or easement.
- N. APPLICANT shall furnish DUKE's Northern Florida Transmission Area Encroachment Agent with a set of as-built drawings of the Utilization Area within thirty (30) days of completion of construction, sealed by a registered surveyor, noting the location of APPLICANT's improvements within DUKE's right-of-way and/or easement and DUKE's nearest structures.
- O. DUKE does not guarantee that APPLICANT's Utilization will be completely compatible with the safe and efficient operation and maintenance of DUKE's existing and future high voltage electric transmission and distribution lines within DUKE's right-of-way and/or easement. In the event that APPLICANT's Utilization interferes with DUKE's present or future use of the subject real property, APPLICANT agrees to relocate or adjust its facilities and/or

improvements, except for the road that is being constructed, at APPLICANT's sole cost and expense. APPLICANT further agrees to reimburse DUKE for all expenses associated with a) the relocation of any existing DUKE facilities necessitated by APPLICANT's Utilization and b) all costs associated with any DUKE safety inspectors DUKE deems reasonably necessary during the construction, operation, or maintenance of APPLICANT's facilities or improvements. APPLICANT agrees that no above ground poles or structures other than signal poles at the far edge of the DUKE right-of-way shall be constructed within DUKE ENERGY's right-of-way or easement area.

- P. APPLICANT hereby expressly understands, covenants and agrees (a) that nothing contained in this Encroachment Agreement or contemplated is intended to or shall increase DUKE's liability for personal injury or death or for any property damage, (b) that DUKE does not assume any such additional liability, (c) that liability arising out of the utilization and occupancy of DUKE's right-of-way and/or easement by APPLICANT and APPLICANT's employees, agents, contractors, invitees, or any representative, is hereby assumed by APPLICANT and shall be at the sole and exclusive risk of APPLICANT, (d) that APPLICANT shall answer and satisfy to DUKE's satisfaction any and all complaints relative to APPLICANT's Utilization of DUKE's right-of-way and/or easement, (e) that APPLICANT shall, to the extent permitted by Section 768.28, Florida Statutes, protect, defend, hold harmless, and indemnify DUKE, its directors, officers, employees, representatives, agents and contractors from and against any and all actions, claims, damages, and/or loss, including costs and attorney's fees, occasioned by or growing out of any actual or claimed usage or condition of DUKE's right-of-way and/or easement arising in any manner whatsoever, directly or indirectly, by reason of this Encroachment Agreement for APPLICANT's Utilization thereof, and (f) that APPLICANT covenant not to interfere with DUKE's existing and future high voltage electric transmission and distribution lines and related facilities in any manner whatsoever and shall fully indemnify, to the extent permitted by Section 768.28, Florida Statutes, DUKE from any and all losses as in Section "(e)" above resulting from such interference.
- Q. As a safeguard in respect to Paragraph "P" above, APPLICANT will carry, and will cause all of its contractors to carry, policies of insurance acceptable to DUKE with respect to General Liability insuring against all risks to all persons or entities which may sustain property damage or personal injury as a result of the combined acts and omissions of the APPLICANT, its contractors, or DUKE, which may be related in any way to APPLICANT's use of the right-of-way and/or easement, with Bodily Injury limits not less than \$2,000,000 each person and \$5,000,000 each occurrence and with Property Damage limits not less than \$500,000 each occurrence and \$1,000,000 aggregate. DUKE shall be named as an additional insured on such insurance policies. APPLICANT will have the insurance policies mentioned endorsed by their insurance carrier to provide blanket contractual coverage expressly with respect to Paragraph "P" above, to the full limits of and for the liabilities insured under said policies. Prior to commencing initial construction activities within the right-of-way and/or easement, APPLICANT will furnish DUKE with a fully completed certificate of insurance, in duplicate, evidencing insurance coverage of the liability assumed under said Paragraph "P." APPLICANT may satisfy this section by providing to DUKE a Certificate of Self-Insurance in a form and amount acceptable to DUKE, in DUKE's sole discretion, or other form of security mutually agreed upon between the parties.
- R. If APPLICANT is not the current owner of the fee simple title to the lands underlying DUKE's right-of-way and/or easement, APPLICANT shall obtain a legally sufficient right-of-way

and/or easement or license from the present owner(s) of the fee simple title to the lands underlying DUKE's right-of-way easement strip signifying the permission of such owner(s) for APPLICANT's Utilization of said lands, and APPLICANT shall furnish to DUKE's Florida Transmission Area Encroachment Agent a copy of each such easement or license prior to APPLICANT commencing activities within DUKE's right-of-way and/or easement.

- S. APPLICANT shall be responsible for clean-up of any and all APPLICANT's spills which may occur within DUKE's right-of-way and/or easement. If a spill occurs, APPLICANT shall immediately report the nature and extent of the spill DUKE's nearest local office.
- T. APPLICANT shall not plant any trees or shrubbery within DUKE's right-of-way and/or easement without prior written approval.
- U. APPLICANT agrees that DUKE's right-of-way and/or easement shall not be used to satisfy wetland mitigation requirements.
- V. All covenants, terms, provisions and conditions herein contained shall be binding upon and shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.
- W. APPLICANT agrees that if construction does not commence within twelve (12) months of the date of this Encroachment Agreement, the Agreement will become null and void.

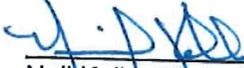
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LAKE COUNTY

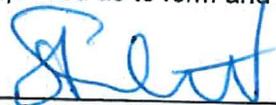
LAKE COUNTY, through its BOARD  
OF COUNTY COMMISSIONERS

ATTEST:

  
\_\_\_\_\_  
Neil Kelly, Clerk of the Board  
of County Commissioners of  
Lake County, Florida

  
\_\_\_\_\_  
Jimmy Conner, Vice Chairman  
This 14<sup>th</sup> day of July, 2013

Approved as to form and legality:

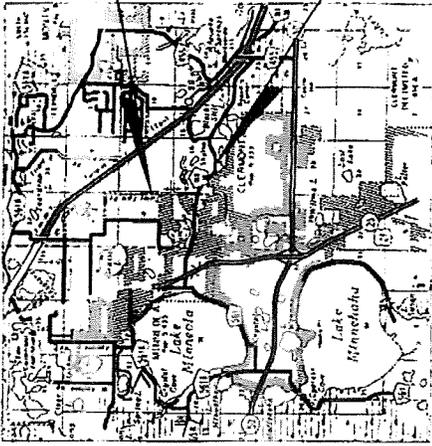
  
\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney

# NORTH HANCOCK ROAD

LAKE COUNTY, FLORIDA



## EXHIBIT A



END PROJECT  
STA. 263+54.13

BEGIN PROJECT  
STA. 188+50.00

VICINITY AERIAL PHOTO MAP  
11-21A.CD

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LAKE COUNTY DEPARTMENT OF  
PUBLIC WORKS ENGINEERING  
DIVISION

437 ARDICE AVENUE  
EUSTIS, FLORIDA 32726  
PHONE: (352) 483-90 40

### 900/0 PLAN SET

Date: 4/5/2013

THE ENGINEER OF RECORD CERTIFIES THAT THIS DESIGN IS IN  
SUBSTANTIAL CONFORMANCE WITH THE STANDARDS ESTABLISHED  
PURSUANT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION "MANUAL OF  
UNIFORM  
MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR  
STREETS AND HIGHWAYS" COMMONLY KNOWN AS THE "FLORIDA GREENBOOK."

### KEY SHEET

TY-LIN INTERNATIONAL  
FLORIDA, INC.  
P.O. BOX 1000  
EUSTIS, FLORIDA 32726

SIGNATURE

==

**S P E C I F I C R E Q U I R E M E N T S**

For  
**NORTH HANCOCK ROAD IMPROVEMENTS**  
**90% plans dated April 5, 2013**

1. That other than DUKE's facilities, no overhead wires, poles, light standards, dumpsters, signs, trees, buildings, structures or obstacles shall be located, constructed or installed within the right-of-way easement strip without written approval by DUKE .
2. This area contains high voltage power lines. Extreme caution must be used when working within the Utilization Area.
3. That a clear, level and easily passable thirty-foot (30') wide maintenance road be provided with no shrubs or trees planted in maintenance roadway.
4. The parties acknowledge that in the event Applicant intends to create homeowners' association, which will at some point take operation and control of portions of the improvements being constructed by Applicant. Applicant shall have the right to transfer the effectiveness and rights granted under this Agreement to said homeowners' association at which time the rights, privileges and responsibilities contained herein shall inure to the benefit and the burden of said homeowners' association. Provided, however, such transfer shall only be effective upon Florida Power's receipt of written notice by the Home Owner's Association of it's acceptance of the transfer including acknowledging it's acceptance of all obligations and responsibilities of applicant under the Agreement.
5. That APPLICANT acknowledges that DUKE has not approved or permitted any conservation easements to be granted or dedicated within DUKE's right-of-way easement strip and DUKE shall not be bound by the dedication of any conservation easements within said right-of-way easement strip pursuant to the recording of the plat of N/A Subdivision in the public records of Lake County.
6. Duke Energy Florida, Inc. d/b/a Duke Energy's right-of-way shall not be used to satisfy wetland mitigation requirements.

7. A DUKE approved Inspector will be assigned to verify that construction of the improvement(s) within DUKE's easement strip is in compliance with the terms and conditions of the Agreement and the approved Development Plan, which is shown herein as **Exhibit "A"**. The Inspector shall be present and on site at all times during construction. All costs of DUKE's Inspector are to be paid by the APPLICANT. DUKE's Inspector shall be notified fourteen (14) days prior to the commencement of construction within DUKE's right-of-way. The APPLICANT's Construction Manager (or designated representative) will make reports to DUKE's Inspector regarding any damages to DUKE's property, private property or other public facilities. APPLICANT agrees to pay all expenses incurred in connection with the repair of such damages.
8. Prior to any work commencing in the transmission right of way, APPLICANT or APPLICANT'S designee, shall attend an on site safety meeting with DUKE's Environmental, Health and Safety Inspector. It shall be the APPLICANT's responsibility to coordinate with DUKE's Environmental, Health and Safety Inspector and schedule the safety meeting. Applicant shall be obligated to perform any safety procedure or standard as determined by the Inspector.
9. Applicant acknowledges that it is planning on granting an easement to Lake County ("County") for right-of-way purposes encumbering the same property encumbered by DUKE's easement. Applicant acknowledges and agrees that DUKE's rights under its easement are prior in time to and superior to any rights granted to said County and that the County's rights under said easement shall be subordinate to DUKE's rights under its easement. Nothing herein is or shall be deemed to constitute a consent or joinder by DUKE to said easement to the County or a waiver of DUKE's rights under its easement, which easement remains in full force and effect.
10. That all sidewalks, driveways and roadways placed within DUKE's right-of-easement strip shall be designed to be driven over and constructed to Florida Department of Transportation Roadway Design Standards for vehicles weighing in excess of 80,000 pounds.
11. That all excavations for APPLICANT's utilization shall be a minimum of fifty feet (50') from the nearest edge of DUKE's transmission structure and a minimum of thirty feet (30') from guying.
12. That the near edge of APPLICANT's roadway shall be a minimum distance of **Twenty-Five (25')** feet from any DUKE structure or guying.
13. That pole protection be provided for Structure No. **CFW-94 through CFW-104** because the utilization is located within twenty-five feet (25') of this structure. APPLICANT shall provide and install traffic barriers as specified by DUKE's field representative.
14. That no landscaping, other than sod, shall be planted within the right-of-way easement strip.
15. That any shrubbery planted by APPLICANT within the right-of-way easement strip shall be approved prior to construction commencing.
16. That DUKE shall not be liable for damages to any landscaping resulting from operations necessary to maintain DUKE's facilities.

**EXHIBIT "B"**

17. That any sprinkler system which may be installed by APPLICANT within the right-of-way easement strip shall spray no closer than twenty-five feet (25') from the nearest edge of DUKE 's structures or guying and to a maximum height of ten feet (10').
18. That any and all piping and/or culverts (cables) installed by APPLICANT within DUKE's right-of-way easement strip shall have sufficient earth cover (minimum of 36") to prevent breakage due to the operation of DUKE's vehicles and heavy equipment within the easement strip.
19. That no below ground grade drainage or facilities be installed by APPLICANT within the right-of-way easement strip without DUKE's approval.
20. That APPLICANT agrees to furnish and install permanent markers showing the location of the underground facilities within the right-of-way easement strip. Said markers shall be the APPLICANT's responsibility.
21. That APPLICANT agrees that no refueling operations take place within the easement area.
22. That no parking or storage shall occur within thirty feet (30') of DUKE's structures.
23. That all parked vehicles within the right-of-way easement strip shall be motor vehicles of an operative and transient nature; mobile homes, office trailers or carriers of explosive materials are prohibited.
24. That all tops of banks of ponds if allowed will be in the outer five (5) foot of the right-of-way easement strip and side slopes shall be no steeper than 12-feet vertical to 1-foot horizontal (1:12).
25. That APPLICANT agrees to put up a sign on a pole or on the fence around the ponds stating this pond is owned and maintained by APPLICANT and giving a phone number to call for maintenance concerns.
26. That APPLICANT shall notify DUKE's representative for Transmission Underground (i.e., Paul T. White or his designated alternate, telephone 727 893-9240, St. Petersburg) at least forty-eight (48) hours prior to APPLICANT's performing any excavation within DUKE 's right-of-way easement strip in order that DUKE may arrange for an authorized representative to be on site to assist in establishing the existing location of DUKE 's underground cable(s) and to observe all excavation activities in proximity to said cable(s) within DUKE 's easement strip.
27. That APPLICANT shall not install cathodic protective devices without first notifying DUKE's Material Technology Engineer (i.e., Alvan L. Hite or his designated alternate, Crystal River).
28. That APPLICANT shall notify DUKE's representative for Underground Hot Oil Pipeline (i.e., Bob Case or his designated alternate,) at least forty-eight (48) hours prior to APPLICANT's performing any excavation within DUKE 's right-of-way easement strip in order that DUKE may arrange for an authorized representative to be on site to assist in establishing the existing location of DUKE 's underground fuel oil pipeline and to observe all excavation activities in proximity to said pipeline within DUKE 's easement strip.

29. That APPLICANT shall make special note of DUKE 's Hot Oil Pipeline Collocation Guidelines attached hereto as **Exhibit "C"**, and by this reference, incorporated herein and made a part hereof, and APPLICANT shall comply fully with said Guidelines.
30. That APPLICANT understands that work must commence within twelve (12) months from the date of this signed Agreement or the Agreement becomes null and void.



FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

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

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

## Notification of Acceptance of Use of a General Permit

**Permittee:**

Mark Johnson, City Manager  
City of Minneola  
800 N. U.S. Highway 27  
Minneola FL 34715  
[mjohnson@minneola.us](mailto:mjohnson@minneola.us)

**Permit Number:** 0080503-079-DSGP

**Issue date:** May 27, 2014

**Expiration Date:** May 26, 2019

**County:** Lake

**Project Name:** Turkey Farms WM Relocation

**Water Supplier:** City of Minneola

**PWS ID:** 3350836

**PWS Type:** Community

Dear Mr. Johnson:

On May 21, 2014, the Florida Department of Environmental Protection received a "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" [DEP Form No. [62-555.900\(7\)](#)], under the provisions of Rule [62-4.530](#) and Chapter [62-555](#), Florida Administrative Code (F.A.C.). The proposed project includes relocation of existing 20-inch ductile iron pipe (DIP) water main (WM) along Turkey Farms Road for the proposed Lake County North Hancock road extension, between Fox Trail Avenue and the vicinity of Fosgate Road. The project also includes relocation of 8-inch WM along Bridger Trail Court and Big Sky Drive.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule [62-555.405, F.A.C.](#), all applicable rules in Chapters [62-4](#), [62-550](#), [62-555](#), F.A.C., and the General Conditions for All General Drinking Water Permits (found in [62-4.540, F.A.C.](#)).

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule [62-555.345, F.A.C.](#), the permittee shall submit a certification of construction completion [DEP Form No. [62-555.900\(9\)](#)] to the Department and obtain approval, or clearance, from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form [62-555.900\(8\), F.A.C.](#), with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

Permittee:  
City of Minneola  
Mark Johnson, City Manager  
Page 2

DEP File No.:  
0080503-079-DSGP

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule [62-4.030, F.A.C.](#)

Sincerely,



Caroline Shine, Environmental Administrator  
Drinking Water/UIC/Groundwater Permitting  
FDEP Central District  
(407) 897-2927

cc: Burl Reardon, P.E., Tetra Tech [burl.reardon@tetrattech.com](mailto:burl.reardon@tetrattech.com)  
Cary Padell, FDEP

## CLEARANCE REQUIREMENTS

Requirements for clearance upon completion of projects are as follows:

**1) Clearance Form**

Submission of a fully completed Department of Environmental Protection (DEP) Form [62-555.900\(9\)](#) *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation* and a copy of this general permit notification.

**2) Record Drawings, if deviations were made**

Submission of the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings.).

**3) Bacteriological Results**

Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken within sixty (60) days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules [62-555.315\(6\)](#), [62-555.340](#), and [62-555.330](#), F.A.C. and American Water Works Association (AWWA) Standard C 651-92, from a sampling plan to be provided by the Engineer including all points of connection of the proposed potable water mains to the existing mains.

Each location shall be sampled on two consecutive days, with sample points and chlorine residual readings clearly indicated on the report. A sketch or description of all bacteriological sampling locations must also be provided.

**4) Pressure Test Results**

Copy of satisfactory pressure test results demonstrating compliance with AWWA Standard requirements.

**The entire clearance document package can be submitted in Portable Document Format (pdf) to [DEP\\_CD@dep.state.fl.us](mailto:DEP_CD@dep.state.fl.us), with a copy to [Cary.Padell@dep.state.fl.us](mailto:Cary.Padell@dep.state.fl.us) for faster processing. Any submitted drawings (must be sized 11" x 17") and the engineer of record's signed seal and dates on the required document must be legible for acceptance.**

For further clarification contact:  
Cary Padell  
3319 Maguire Blvd, Suite 232  
Orlando, Florida 32803-3767  
(407) 897-4124