

**GREENWAY IMPROVEMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING MINUTES**

**FIRST ORDER OF BUSINESS**

The Board of Supervisors' Meeting for the Greenway Improvement District was called to order on Tuesday, May 21, 2019 at 3:00 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey  
Chad Tinetti  
Amanda Kost

Chair  
Vice-Chair  
Assistant Secretary

Also attending:

Jennifer Walden  
Lynne Mullins  
Jeff Newton  
Larry Kaufmann  
Troy Davidson  
Scott Thacker  
Stephen Flint  
Tucker Mackie  
Amanda Lane  
Norm Ripper

PFM  
PFM  
Donald W. McIntosh Associates  
Construction Supervisor  
Construction Committee  
Construction Committee  
Tavistock Development  
Hopping Green & Sams  
PFM (via phone)  
HHLC

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Dr. Levey announced that there were no public comments at this time.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of  
the April 16, 2019 Board of  
Supervisors' Meeting**

Board Members reviewed the minutes from the April 16, 2019 Board of Supervisors' Meeting.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the minutes of the April 16, 2019 Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of Minutes of  
the May 6, 2019 RFP Meeting  
to Open Responses for  
Landscaping and Irrigation  
Maintenance Services**

Board Members reviewed the minutes of the May 6, 2019 RFP Meeting to open responses for Landscaping and Irrigation Maintenance Services.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the minutes of the May 6, 2019 RFP Meeting to Open Responses for Landscaping and Irrigation Maintenance Services.

#### **FIFTH ORDER OF BUSINESS**

#### **Letter from Supervisor of Elections- Orange County**

Ms. Walden stated for the record that there are approximately 2,733 registered voters living in the District.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2019-05, Election of Officers**

Ms. Walden noted that the current slate of officers is as follows: Dr. Levey as Chair, Mr. Tinetti as Vice-Chair, Ms. Walden as Secretary, Ms. Mullins, Dr. Fishkind, Ms. Duerr, and Ms. Kost as Assistant Secretaries, Dr. Fishkind as Treasurer, and Ms. Glasgow as Assistant Treasurer.

Ms. Walden recommended putting Mr. Figuero in place as Assistant Secretary, remove Dr. Fishkind as Assistant Secretary and place Ms. Lane as Treasurer in place of Dr. Fishkind.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2019-05, Election of Officers as follows: Dr. Richard Levey as Chair, Mr. Chad Tinetti as Vice-Chair, Ms. Jennifer Walden as Secretary, Ms. Lynne Mullins, Ms. Karen Duerr, Mr. Alex Figuero, and Ms. Amanda Kost as Assistant Secretaries, Ms. Amanda Lane as Treasurer, and Ms. Jennifer Glasgow as Assistant Treasurer.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Conveyance of Nemours Parkway Phase 7 a) Special Warranty Deed b) Closing Statement**

Ms. Mackie stated that the District has been requested to acquire the right-of-way for Nemours Parkway Phase 7 located within the Greenway Improvement District at 6.292 acres. Also included is the closing statement for the acquisition with the cash due to the Developer of \$471,900.00 for the 6.292 acres at the \$75,000 per acre price.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Conveyance of Nemours Parkway Phase 7 in the amount of \$471,900.00

**EIGHTH ORDER OF BUSINESS**

**First Amendment to  
Temporary Construction and  
Access Easement Agreement**

Ms. Mackie stated the District has an easement in place for drainage associated with Nemours Parkway Phase 7 and this is the amendment for the small drainage area outside of the right of way that will be acquired that is still needed .

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved First Amendment to Temporary Construction and Access Easement Agreement.

**NINTH ORDER OF BUSINESS**

**Consideration of District  
Website Agreement-Tabled**

Ms. Walden asked the Board to table this item until the next meeting.

**TENTH ORDER OF BUSINESS**

**Consideration of ADA  
Auditing Services Agreement-  
Tabled**

Ms. Walden asked the Board to table this item until the next meeting.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Award of  
Landscape and Irrigation  
Maintenance Services –  
Tavistock Lakes and Laureate  
Boulevard and Nemours  
Parkway  
a) Construction Committee  
Recommendation**

Mr. Thacker presented the bids to the Board and behind Tab A is the Construction Committees recommendation. As you look at these numbers you will note that Helping Hand Lawn Care received a zero

from the Construction Committee and the Committee is recommending that they be deemed non-responsive. This is based on an incomplete bid, as they did not provide details on how they propose to service the District. As a result, the Construction Committee did not award them any points. For section 1 the Construction Committee ranked Cepra as #1, section 2 Cepra as #1 and section 3 ranked Down to Earth as #1. On the combined evaluation, Down to Earth has the highest ranking based on awarding all three sections as one. The Construction Committee recommended that the Board award sections 1 and 2 to Cepra and section 3 to Down to Earth. There is financial savings by separating the sections out.

Dr. Levey opened the floor for public comment.

Mr. Ripper spoke on behalf of Helping Hand Lawn Care. He stated he felt there were a few things missing from the bid but he thinks they were inconsequential. All the work is bonded and in order to get a bid bond the firm must be approved for the performance bond to do the work. There should be no concern for the issue of HHLC being able to do the work. When the bid was turned in they offered the extra option to go emissions free with the landscape maintenance for this work and he did not think the Construction Committee had a fair chance to look at that. All of the bids that were turned in the hours are different, the amounts of turf and size of plant beds are all different because personnel measured themselves.

Dr. Levey closed the public comment period.

Ms. Mackie noted the failure to include the required narrative, the failure to include the staffing levels with resumes, failure to include references and failure to include the certificate of liability insurance. The Construction Committee felt that the absence of that information left them with a disadvantage in terms of allocating points to the other items outside of price. Dr. Levey stated that by including HHLC the District would be subjecting themselves to appeal from the other proposers.

Ms. Kost asked about accountability for the new company once they are awarded the contract. The District can hold them accountable through the performance bond if a change needs to be made. The proposers estimated the number of days or hours they would spend and if it takes more than that to meet the performance standard they are obligated to provide that.

Mr. Tinetti asked if post bid did the District receive the information that was missing from HHLC. Ms. Mackie responded that the District cannot accept information post bid but they did not receive any additional information.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District adopted the rankings provided by the Construction Committee for the Landscape and Irrigation Maintenance Services – Tavistock Lakes and Laureate Boulevard & Nemours Parkway Section 1 as Cepra ranked as #1, Down to Earth ranked as #2, BrightView ranked as #3, Carol King ranked as #4, Omega Scapes as #5 and Helping Hand Lawn Care deemed non-responsive and authorized District staff to send out the notice of award letters. Section 2 as Down to Earth ranked as #1, Cepra ranked as #2, BrightView ranked as #3, Omega Scapes ranked as #4, Carol King as #5 and Helping Hand Lawn Care deemed non-responsive and authorized District staff to send out the notice of award letters. Section 3 as Cepra ranked as #1, Down to Earth ranked as #2, BrightView ranked as #3, Omega Scapes ranked as #4, Carol King as #5 and Helping Hand Lawn Care deemed non-responsive and authorized District staff to send out the notice of award letters



## **TWELFTH ORDER OF BUSINESS**

### **Consideration of Resolution 2019-06, Approving a Preliminary Budget for Fiscal Year 2020 and Setting a Public Hearing Date**

Ms. Walden presented the preliminary budget for Fiscal Year 2020. There is an increase being proposed in the expenses to \$921,167.85. District staff is also suggesting August 20, 2019 as the public hearing date.

Ms. Walden discussed the increase to assessments. The most it would be going up is \$35.41. The total dollar amount increase is \$90,000.00. Ms. Mackie stated that reclaimed water had a significant increase from the prior year based on actuals. Ms. Walden explained the increases to the budget such as irrigation repairs, landscaping, legal advertising, and tree trimming. Many increases have to do with additional sections coming online. Mr. Kaufmann explained that one of the areas coming online is Nemours Parkway Phase 6. Staff included the increase for the website fee and ADA auditing services. The Board discussed the hurricane line item and street lighting line items.

Mr. Tinetti asked who was damaging the irrigation and if the District is going after them. The Construction Committee stated that the most damage is in Nemours Parkway which is typically caused by the builders and they are going after those responsible as much as they can because it is hard to know who caused the damage.

Ms. Mackie explained the notice requirements for the budget increase. Ms. Kost suggested that the cover letter include information clarifying what the CDD covers.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2019-06, Approving a Preliminary Budget for Fiscal Year 2020 and Setting a Public Hearing Date for August 20, 2019 at 5:30 p.m. at the Lake Nona Lakehouse, 13623 Sachs Avenue, Orlando, FL 32827.

## **THIRTEENTH ORDER OF BUSINESS**

### **Review and Acceptance of Fiscal Year 2018 Audit**

Ms. Walden explained that this was a standard and clean audit. There were no deficiencies in internal controls that would be considered material weaknesses. Ms. Walden requested a motion to accept the Fiscal Year 2018 Audit.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District accepted the Fiscal Year 2018 Audit.

## **FOURTEENTH ORDER OF BUSINESS**

### **Ratification of Requisition Nos. 651 – 653 Approved in**

**April 2019 in an amount  
totaling \$998.00**

Board Members reviewed Requisition Nos. 651 – 653 Approved in April 2019 in an amount totaling \$998.00.

Ms. Walden noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition Nos. 651 – 653 Approved in April 2019 in an amount totaling \$998.00.

**FIFTEENTH ORDER OF BUSINESS**

**Ratification of Operation and  
Maintenance Expenditures  
Paid in April 2019 in an  
amount totaling \$72,805.11**

Board Members reviewed the Operation and Maintenance Expenditures paid in April 2019 in an amount totaling \$72,805.11. Ms. Walden noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Operation and Maintenance Expenditures paid in April 2019 in an amount totaling \$72,805.11

**SIXTEENTH ORDER OF BUSINESS**

**Recommendation of Work  
Authorizations/Proposed  
Services**

Mr. Kaufmann presented a work authorization from Donald W. McIntosh Associates in the amount of \$600.00 for the sketch and description for the temporary drainage easement.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Work Authorization from Donald W. McIntosh in the amount of \$600.00 for the sketch and description for the temporary drainage easement.

**SEVENTEENTH ORDER OF BUSINESS**

**Review of District's Financial  
Position and Budget to Actual  
YTD**

Ms. Walden stated that no action is required. District staff is continuing to monitor the cash flow situation and the expenses each month.

## **EIGHTEENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **District Counsel –**

Ms. Mackie stated that District staff will work on sending out the notice of award letters for the Landscape and Irrigation Maintenance Services. She wanted to make the Board aware that the District has had prior conversations with Helping Hand Lawn Care, LLC who was deemed non-responsive and they may send in a protest letter. The Board will be made aware at the next meeting if the District does receive such letter.

#### **District Manager –**

Ms. Walden noted that the next meeting is Tuesday, June 18, 2019.

#### **District Engineer –**

Mr. Newton circulated the Construction Contract Status Memorandum (Minutes Exhibit B). This includes Devo's report on Nemours Parkway Phase 6. Devo determined that there has been a change with how the ground water moves through this area and the ground water is seeping along the old original ground line. He described where the erosion is taking place. He explained Devo's recommendation.

Mr. Newton presented Change Order No. 4 in the additive amount of \$77,713.83 for erosion repair and expanded protection at the north and south ends of the quad 36" culverts.

Mr. Newton presented a supplemental proposal from Devo in the amount of \$8,970.00 for CEI services during construction of erosion repair and expanded protection.

On Nemours Phase 6 the recommended motion would be to approve Change Order No. 4 in an amount not to exceed \$77,713.83 and authorize the District Engineer to execute upon completion of review and negotiation with the contractor and Geotech consultant.

The second part of the recommended motion would be to approve work authorization from Devo Engineering in the amount of \$8,970.00 for CEI services.

Mr. Newton presented an update for Nemours Parkway Phase 7. He noted that they are scheduled to pave beginning June 3, 2019. Mr. Newton presented Change Order No. 2 in the additive amount of \$12,879.00 to add sanitary and reclaim serve laterals intended to serve the Nemours Children's Hospital. This change order amount is to be reimbursed to the District for this work by Nemours Hospital.

Ms. Kost asked what would happen if the District did nothing related to the culvert erosion on Nemours Parkway Phase 6. Mr. Newton said that it is

working its way back toward the road and it could eventually undermine the road. It could also undermine those pipes which could settle and the joints would come apart. It is a critical issue that the District Engineer wants to correct before the rainy season starts.

Dr. Levey asked if there is another option for materials testing and inspection. Mr. Kaufmann stated that the Construction Committee can go back and talk to Devo or get a price from PSI. Dr. Levey stated that is worth exploring. In the approval is a maximum not to exceed and encourage staff to find efficiencies in the materials testing and inspection. Mr. Kaufmann stated that staff requested the proposal from Devo since he did the analysis and recommendation He is in the best position to direct the work to address the situation.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the recommended motions contained in the Construction Contract Status Memorandum dated May 21, 2019.

**Construction Supervisor –** No Report

#### **NINETEENTH ORDER OF BUSINESS**

#### **Supervisor and Audience Comments & Adjournment**

There were no Supervisor requests or audience comments. Dr. Levey requested a motion to adjourn.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the May 21, 2019 Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.



Secretary/Assistant Secretary



Chair/Vice Chair

Greenway Improvement District  
FY 19-20 Proposed O&M Assessments

Proposed FY20 O&M NET ASSESSMENT REVENUES: \$911,168  
Proposed FY20 GROSS O&M ASSESSMENTS: \$949,133  
TOTAL ERU COUNT: 4,568  
Effective ERU Count for allocation: 6,175.77  
FY 19-20 PROPOSED GROSS O&M ASSMT. PER ERU: \$154  
TOTAL UNPLATTED ASSESSMENTS: \$454,939  
TOTAL PLATTED ASSESSMENTS: \$494,195

FY2019 O&M NET ASSESSMENT REVENUES: \$820,640.95  
FY2019 GROSS O&M ASSESSMENTS: \$859,310.00  
TOTAL Effective ERU COUNT: 5998.00  
FY 18-19 ADOPTED GROSS O&M ASSMT. PER ERU: \$143.00  
TOTAL UNPLATTED ASSESSMENTS: \$449,622.00  
TOTAL PLATTED ASSESSMENTS: \$409,688.00

Increase/Decrease  
\$90,526.90 9.94%  
\$89,823.18  
177.77  
\$10.69  
\$5,316.00  
\$84,506.57

\*Waiting on Preserve Ph. 3 Information

Development Category	Unit Type	Volume	ERU/Unit	Total ERUs	% ERUs	Platted 5.6.19*				Unplatted 5.6.19			
						Platted	Platted ERU	O&M Per Platted	Total Platted	Unplatted	Unplatted ERU	O&M Per Unplatted Unit	Total Unplatted
Condominium	DU	988	0.45	445	10%	216	97.2	\$138.32	\$29,877	772	347.58	\$69.16	\$53,418
Duplex/Triplex	DU	94	0.45	42	1%	92	41.4	\$138.32	\$12,725	2	0.75	\$69.16	\$115
Townhome	DU	677	0.45	305	7%	277	124.65	\$138.32	\$38,314	400	180.00	\$69.16	\$27,664
Tuckunder	DU	562	0.45	253	6%	0	0	\$138.32	\$0	562	252.88	\$69.16	\$38,865
Cityhomes	DU	102	0.45	46	1%	0	0	\$138.32	\$0	102	45.81	\$69.16	\$7,041
Large House/Paired Lot	DU	52	0.45	23	1%	36	16.2	\$138.32	\$4,979	16	7.16	\$69.16	\$1,101
30' x 120' Single-Family Lot	DU	260	0.45	117	3%	190	85.5	\$138.32	\$26,280	70	31.32	\$69.16	\$4,814
40' x 90' Single-Family Lot	DU	38	0.55	21	0%	37	20.35	\$169.06	\$6,255	1	0.37	\$84.53	\$56
40' x 120' Single-Family Lot	DU	244	0.55	134	3%	208	114.4	\$169.06	\$35,163	36	19.98	\$84.53	\$3,071
45' x 120' Single-Family Lot	DU	540	0.60	324	7%	421	252.6	\$184.42	\$77,642	119	71.14	\$92.21	\$10,933
50' x 120' Single-Family Lot	DU	529	0.80	424	9%	298	236.8	\$245.90	\$72,789	233	186.71	\$122.95	\$28,695
60' x 130' Single-Family Lot	DU	132	0.90	119	3%	29	26.1	\$276.64	\$8,022	103	93.01	\$138.32	\$14,295
70' x 130' Single-Family Lot	DU	48	1.00	48	1%	35	35	\$307.37	\$10,758	13	12.85	\$153.69	\$1,975
Jewel Box Lots	DU	72	0.90	65	1%	71	63.9	\$276.84	\$19,641	1	1.15	\$138.32	\$177
80' x 130' Single-Family Lot	DU	82	1.10	91	2%	89	64.9	\$338.11	\$19,949	23	25.81	\$169.06	\$3,968
90' x 100' Single-Family Lot	DU	38	1.30	49	1%	0	0	\$399.59	\$0	38	48.97	\$199.79	\$7,526
65' x 130' Single-Family Lot	DU	100	0.90	90	2%	139	125.1	\$276.64	\$38,452	(39)	(35.31)	\$138.32	-\$5,426
60' x 120' Single-Family Lot	DU	13	0.90	12	0%	13	11.7	\$276.64	\$3,596	0	0.21	\$138.32	\$0
70' x 120' Single-Family Lot	DU	22	1.00	22	0%	6	6	\$307.37	\$1,844	16	16.40	\$153.69	\$2,520
30' Island Single-Family Lot	DU	94	0.90	84	2%	0	0	\$276.64	\$0	94	84.29	\$138.32	\$12,955
Zipper Lot	DU	47	0.65	30	1%	46	29.9	\$199.79	\$9,190	1	0.54	\$99.90	\$83
Estate Home 65' Lot	DU	95	1.20	114	2%	68	81.6	\$399.85	\$25,082	27	32.40	\$184.42	\$4,979
Estate Home 80' Lot	DU	30	1.35	41	1%	24	32.4	\$414.86	\$9,959	6	8.10	\$207.48	\$1,245
Estate Home 110' Lot	DU	26	1.70	44	1%	13	22.1	\$522.53	\$6,793	13	22.10	\$261.27	\$3,396
Hotel	Rooms	346	0.40	138	3%	0	0	\$122.95	\$0	346	138.45	\$61.47	\$21,279
Apartments	Units	2,313	0.25	578	13%	480	120	\$76.84	\$36,885	1,833	458.34	\$38.42	\$70,441
Specialty Care	Units	1,171	0.30	351	8%	0	0	\$92.21	\$0	1,171	351.23	\$46.11	\$53,979
Civic	1,000sf	58,265	0.00	-	0%	0	0	\$0.00	\$0	58,255	-	\$0.00	\$0
Nonmedical Office	1,000sf	136,311	1,500.00	91	2%	0	0	\$19.52	\$0.00	136,311	90.87	\$153.69	\$13,966
Medical Office	1,000sf	335,956	950.00	354	8%	0	0	\$12.36	\$0.00	335,956	353.64	\$153.69	\$54,349
Retail	1,000sf	170,099	1,500.00	113	2%	0	0	\$19.52	\$0.00	170,099	113.40	\$153.69	\$17,428
<b>Total</b>				<b>4,568</b>	<b>100%</b>	<b>2,736</b>	<b>1,608</b>		<b>\$494,195</b>		<b>2,360</b>		<b>\$454,939</b>
						<b>Total</b>	<b>4,568</b>						

EXHIBIT A



Platted FY 2019				Unplatted FY 2019				Assessment Increase/(Decrease)	
Platted	Platted ERU	O&M Per Platted	Total Platted	Unplatted	Unplatted ERU	O&M Per Unplatted Unit	Total Unplatted	Platted	Unplatted
216	97.2	\$128.95	\$27,852	772	347.58	\$64.47	\$49,799	\$9.37	\$4.69
92	41.4	\$128.95	\$11,863	2	0.75	\$64.47	\$107	\$9.37	\$4.69
254	114.3	\$128.95	\$32,752	423	190.35	\$64.47	\$27,272	\$9.37	\$4.69
0	0	\$128.95	\$0	562	252.88	\$64.47	\$36,231	\$9.37	\$4.69
0	0	\$128.95	\$0	102	45.81	\$64.47	\$6,564	\$9.37	\$4.69
24	10.8	\$128.95	\$3,095	28	12.56	\$64.47	\$1,800	\$9.37	\$4.69
166	74.7	\$128.95	\$21,405	94	42.12	\$64.47	\$6,035	\$9.37	\$4.69
37	20.35	\$157.60	\$5,831	1	0.37	\$78.80	\$53	\$11.46	\$5.73
177	97.35	\$157.60	\$27,895	67	37.03	\$78.80	\$5,306	\$11.46	\$5.73
385	231	\$171.93	\$66,192	155	92.74	\$85.96	\$13,287	\$12.50	\$6.25
268	214.4	\$229.24	\$61,435	261	209.11	\$114.62	\$29,960	\$16.66	\$8.33
57	51.3	\$257.89	\$14,700	75	67.81	\$128.95	\$9,716	\$18.74	\$9.37
29	29	\$286.55	\$8,310	19	18.85	\$143.27	\$2,700	\$20.83	\$10.41
55	49.5	\$257.89	\$14,184	17	15.55	\$128.95	\$2,228	\$18.74	\$9.37
59	64.9	\$315.20	\$18,597	23	25.81	\$157.60	\$3,698	\$22.91	\$11.46
0	0	\$372.51	\$0	38	48.97	\$186.25	\$7,016	\$27.08	\$13.54
89	80.1	\$257.89	\$22,952	11	9.69	\$128.95	\$1,389	\$18.74	\$9.37
13	11.7	\$257.89	\$3,353	0	0.21	\$128.95	\$30	\$18.74	\$9.37
6	6	\$286.55	\$1,719	16	16.40	\$143.27	\$2,349	\$20.83	\$10.41
0	0	\$257.89	\$0	94	84.29	\$128.95	\$12,077	\$18.74	\$9.37
46	29.9	\$186.25	\$8,568	1	0.54	\$93.13	\$77	\$13.54	\$6.77
68	81.6	\$343.85	\$23,382	27	32.40	\$171.93	\$4,642	\$24.99	\$12.50
24	32.4	\$386.84	\$9,284	6	8.10	\$193.42	\$1,161	\$28.12	\$14.06
13	22.1	\$487.13	\$6,333	13	22.10	\$243.56	\$3,166	\$35.41	\$17.70
0	0	\$114.62	\$0	346	138.45	\$57.31	\$19,837	\$8.33	\$4.17
279	69.75	\$71.64	\$19,987	2,034	508.59	\$35.82	\$72,868	\$5.21	\$2.60
0	0	\$85.96	\$0	1,171	351.23	\$42.98	\$50,321	\$6.25	\$3.12
0	0	\$0.00	\$0	58,255	-	\$0.00	\$0	\$0.00	\$0.00
0	0	\$20.94	\$0.00	136,311	90.87	\$143.27	\$13,020	-\$1.42	\$10.41
0	0	\$13.26	\$0.00	335,956	353.64	\$143.27	\$50,667	-\$0.90	\$10.41
0	0	\$20.94	\$0.00	170,099	113.40	\$143.27	\$16,247	-\$1.42	\$10.41
2,357	1,430		\$409,688		3,138		\$449,622		
Total		4,568							



**DONALD W. MCINTOSH  
ASSOCIATES, INC.**

## MEMORANDUM

# EXHIBIT B

DATE: May 21, 2019

TO: Greenway Improvement District  
Board of Supervisors

FROM: Donald W. McIntosh Associates, Inc.  
District Engineer

RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity. Copies of the latest Change Order logs are attached.

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

### **Nemours Parkway Phase 6 – Jr. Davis Construction, Inc. / BrightView**

**Construction Status:** Final as-built surveys were accepted by the City on April 10, 2019. In accordance with the authorization issued by the District on March 19, 2019, Devo Engineering has completed their assessment and recommendation report addressing the erosion issue at the north and south ends of the quad 36" culverts crossing under the roadway (copy attached). DWMA is coordinating with the contractor and Devo Engineering to implement the recommended repair.

**Change Order (C.O.) Status:** Change Order No. 4 in the additive amount of \$77,713.83 for erosion repair and expanded protection at the north and south ends of the quad 36" culverts.

**Recommended Motion:** Approve Change order No. 4 in an amount not to exceed \$77,713.83 and authorize the District Engineer to execute upon completion of review and negotiation with the contractor and geotechnical consultant.

Approve work authorization for Devo Engineering in the amount of \$8,970.00 for CEI services during construction of erosion repair and expanded protection.

### **Nemours Parkway Phase 7 – Jr. Davis Construction, Inc.**

**Construction Status:** Installation of underground storm and sanitary sewer systems and pressure utilities (i.e., potable and reclaimed water systems) have been completed and pressure tested. Video inspection of the sanitary sewers is anticipated by the first week of June and video inspection of the storm sewers has been completed. Contractor has completed installation of curb and gutter and lime rock base. Application of prime coat is complete, and the first lift of asphalt is scheduled to be placed beginning June 3, 2019.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-544-8318

407-644-4068

F:\Proj2003\23216\EN\Gadmin\Cec\287.docx

<http://www.dwma.com>



*Memorandum*

*Re: Greenway Improvement District  
Construction Contract Status*

*May 21, 2019*

*Page 2*

**Change Order (C.O.) Status:** Change Order No. 2 in the additive amount of \$12,879.00 to add sanitary and reclaim service laterals intended to serve the Nemours Children's Hospital. This change order amount is to be reimbursed to the District by Nemours Hospital.

**Recommended Motion:** Approve Change Order No. 2 in an amount not to exceed \$12,879.00 and authorize District Engineer to execute same upon completion.

**Lake Nona Kellogg Avenue Extension – DeWitt Excavation**

**Construction Status:** The final certification package for this project was submitted to the City of Orlando on May 13, 2019.

**Change Order (C.O.) Status:** None at this time.

**Recommended Motion:** None at this time.

Should there be any questions, please advise.

Thank you.

End of memorandum.

c: Larry Kaufmann  
Scott Thacker  
Troy Davidson  
Rene Schneider  
Lance Jackson  
James C. Nugent  
Tarek Fahmy



ROOT CAUSE ASSESSMENT & RECOMMENDED REMEDIAL MEASURES SOIL  
UNDERMINING & ENTRY INTO BARRELS OF RCP CULVERT CROSSING (4@36")

# NEMOURS PARKWAY PHASE 6

Lake Nona South, City of Orlando, Florida

North

May 2019

South

Prepared by

**DEVO**

CONSULTING GEOTECHNICAL ENGINEERS

*Engineering*

DEVO SEEREERAM, PH.D., P.E., LLC.  
5500 ALHAMBRA DR., ORLANDO, FL 32808  
PHONE: (407) 290-2371

Prepared For

**GREENWAY  
IMPROVEMENT  
DISTRICT**

BOARD OF SUPERVISORS  
12051 CORPORATE BLVD., ORLANDO, FL 32617



**DEVO SEEREERAM, PH.D., P.E., LLC**  
**CONSULTING GEOTECHNICAL ENGINEER**  
**FLORIDA REGISTRATION No. 48303**



Geotechnical Engineering • Ground Water Modeling • Software Development • Subcontract Drilling

5500 Alhambra Drive \* Orlando, Florida 32808 \* phone: 407-290-2371

e-mail: devo@devoeng.com

www.devoeng.com

Date: May 16, 2019

Devo's Project Number: 19-879.06

To:

Board of Supervisors  
Greenway Improvement District CDD  
12051 Corporate Blvd.  
Orlando FL 32817  
Phone: 407-382-3256

attention:

**RICHARD LEVEY - CHAIRMAN**

Ref:

**ROOT CAUSE ASSESSMENT & RECOMMENDED REMEDIAL MEASURES**  
**SOIL UNDERMINING & ENTRY INTO BARRELS OF RCP CULVERT CROSSING (4@36")**  
Nemours Parkway Phase 6  
Lake Nona South, City of Orlando, Florida

Dear Mr. Levey:

*1.0 Problem Statement & Objectives*

Exhibit 1.1 shows the alignment of the very recently constructed Phase 6 of Nemours Parkway within the Lake Nona development. As noted, this roadway segment traverses a major southward flowing wetland slough by filling an earth embankment to a height of over 12+ ft above the bed of the channels. Exhibit 1.2 shows that there are two (2) well-defined channels within this slough, and culvert crossings have now replaced both open channels.

The eastern channel of the slough is the primary conveyance and it is now replaced with a large concrete box culvert (2 @ 12' x 8'), while the western ditch is smaller in cross-section and that was replaced with a 177-ft long, 4-barrel 36" diameter reinforced concrete pipe (RCP) culvert. The latter is the subject of this investigation and it is referred to herein as the "Quad 36". The end treatments on both the north and south sides of this culvert is a mitered end section with concrete slab. The invert of the Quad 36 is flat at +72.8 ft NAVD and the flow direction in this channel can go north or south depending on the intensity of the storm. Lower intensity storms results in a northward flow through the culvert and flood type events go from north to south.

Exhibit 1.3 shows an elevation cross-section through the roadway embankment along the length of the Quad 36.



Exhibit 1.1 Nemours Parkway Phase 6 within Lake Nona

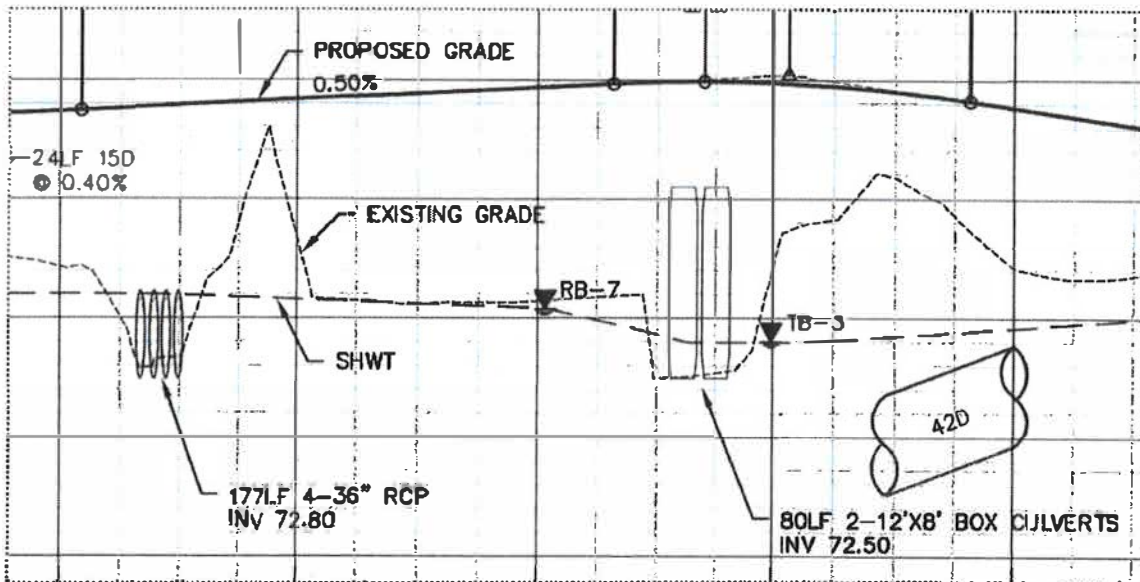
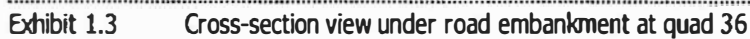


Exhibit 1.2 Cross-section view of Quad 36 and box culvert





Greeneway Improvement District CDD has requested that we investigate the root cause of this soil transfer from the embankment into the channel and the soil undermining adjacent to the pipe barrel, and also to provide a conceptual remedial plan. From review of the aerial photo during construction, the procedure for constructing such culverts within ditches appears to have been followed with the first step being to backfill the ditch with compacted earth, well-point and then excavated a trench to place the Quad 36.



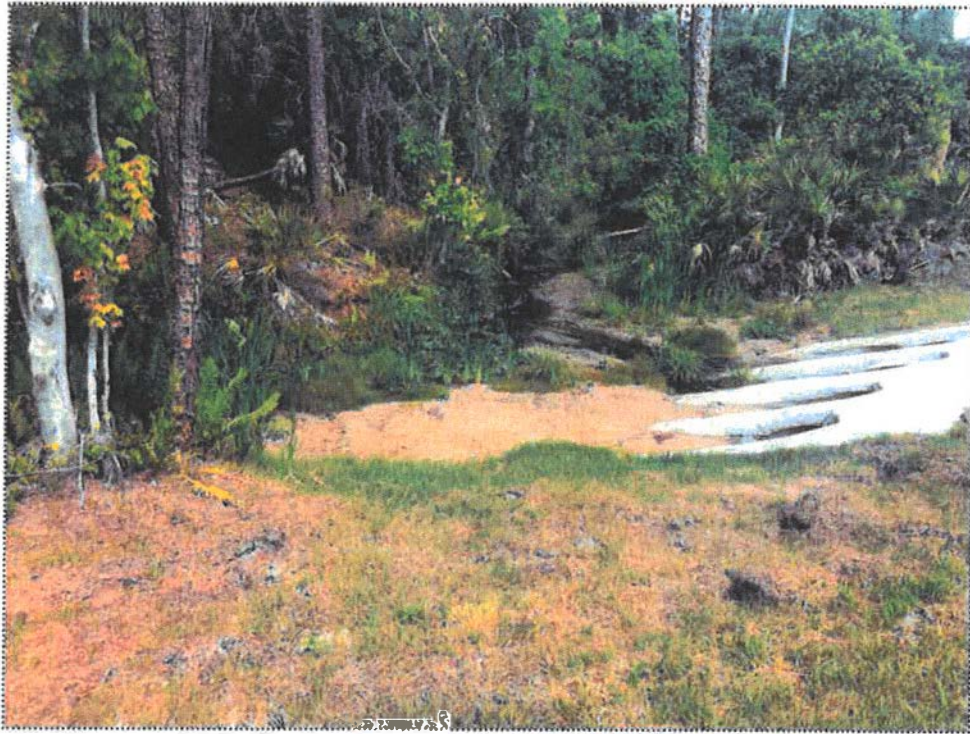


Photo 02. North end of quad 36 (March 19, 2019)



Photo 03. South end of quad 36 (March 19, 2019)





Photo 04. South end of quad 36 (March 19, 2019)

Inspection of Photo 4 shows that the pipe joints were wrapped in fabric and are not breached which suggests that the soil loss is not related to any pipe joint leaks, usually a first suspicion with this type of infrastructure.

## 2.0 Channel Genesis

An understanding of the channel is an important first step in such an assessment. A sequence of historical aerial photos are shown in Exhibits 2.1 to 2.6 with a zoom out and zoom in image of the Quad 36 alignment on the following aerial dates: 1941, 1951, and 1954. From review of these aerials, it is clear that this culvert is not within the original neck of the wetland slough but on the western edge of the slough in a former upland area which was excavated to create a ditch for the early citrus operations at Lake Nona. The cross-section in Exhibit 1.2 shows a high mound to the east of the Quad 36 and that is also not natural high ground but a spoil pile from the ditch excavation.

When ditches are excavated into uplands, they drawdown the water table adjacent to the ditch and in this case the water table drawdown is on the western side toward the uplands. The cross-section in Exhibit 1.2 is instructive in that it shows the seasonal high water table relative to the ditch bottom: +76 ft compared to a ditch bottom elevation of +72 ft which means that there is at least 4 ft of drawdown induced by the ditch during the normal wet season, and even more when there is above average rainfall.



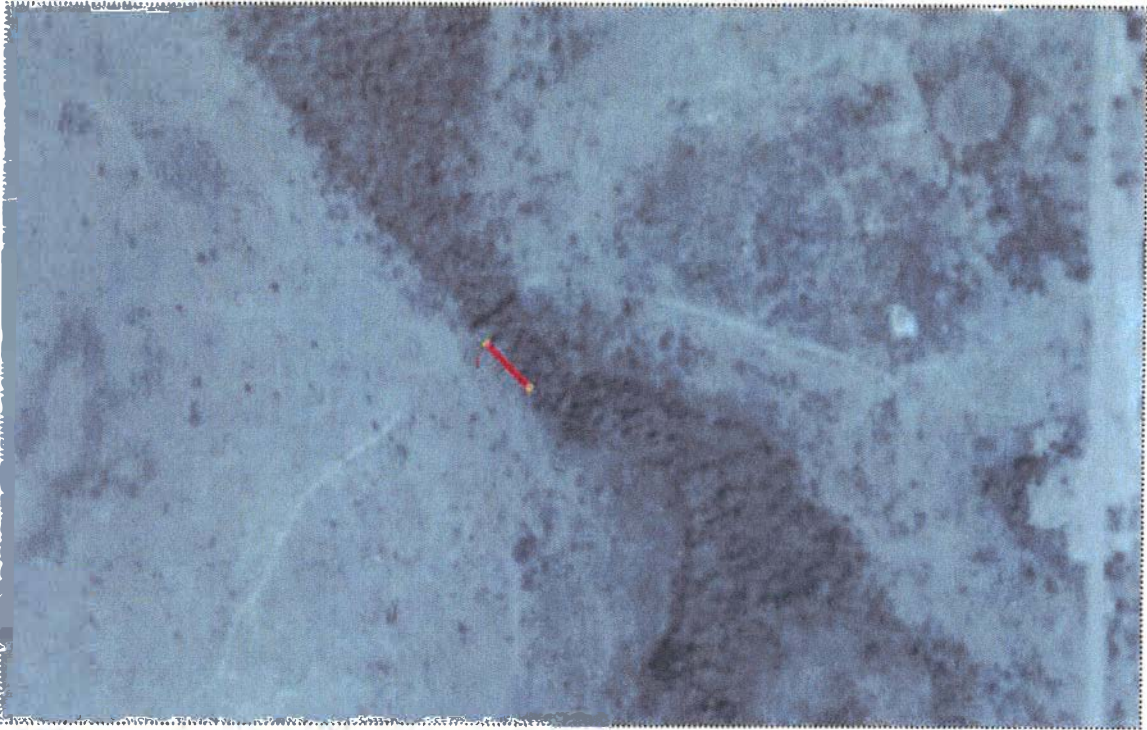


Exhibit 2.1 Quad 36 on 1944 aerial (zoom out)

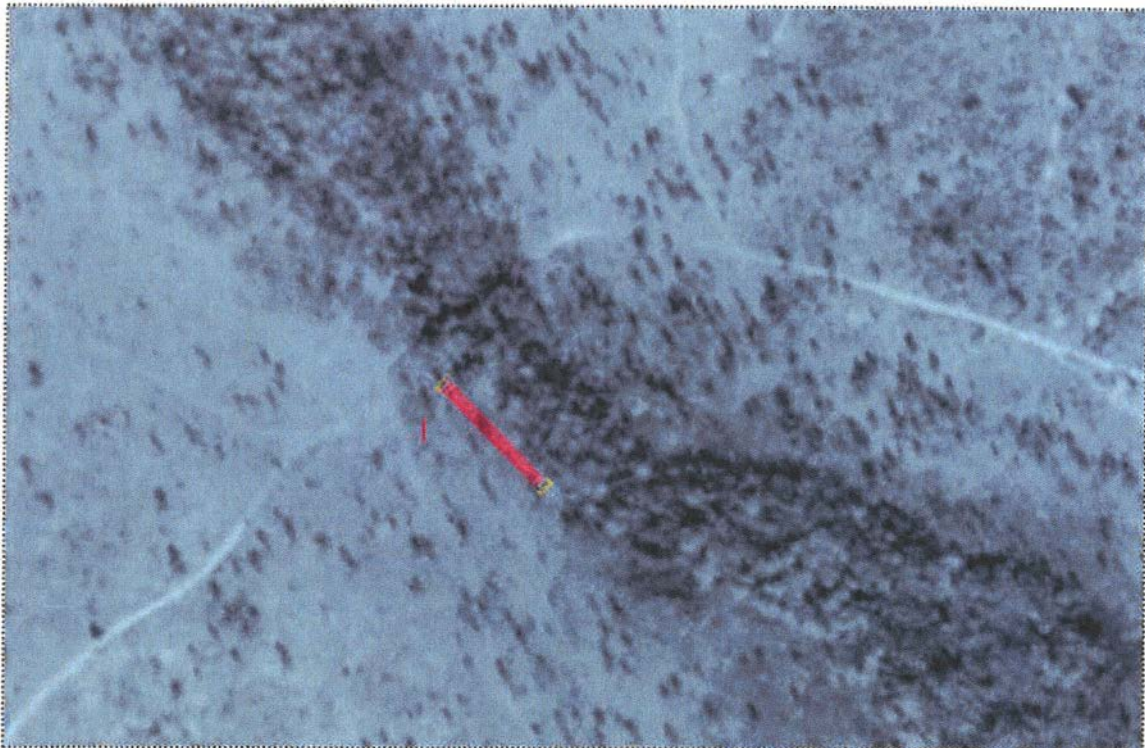


Exhibit 2.2 Quad 36 on 1944 aerial (zoom in)



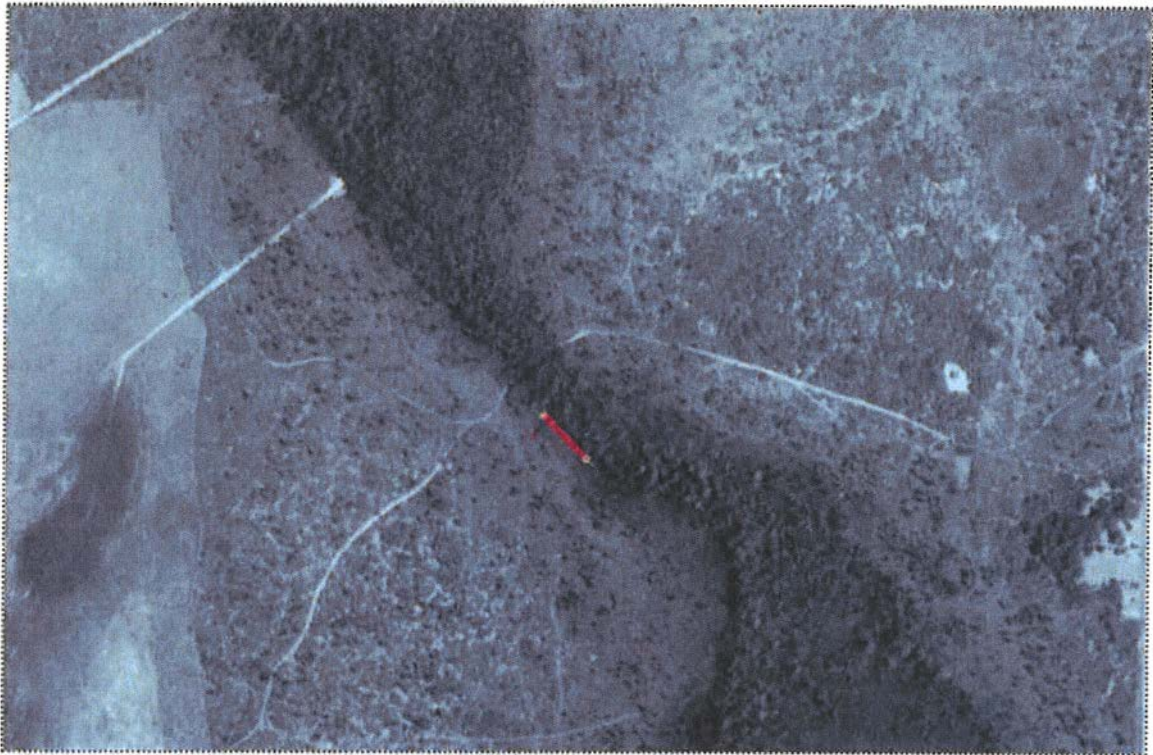


Exhibit 2.3 Quad 36 on 1951 aerial (zoom out)

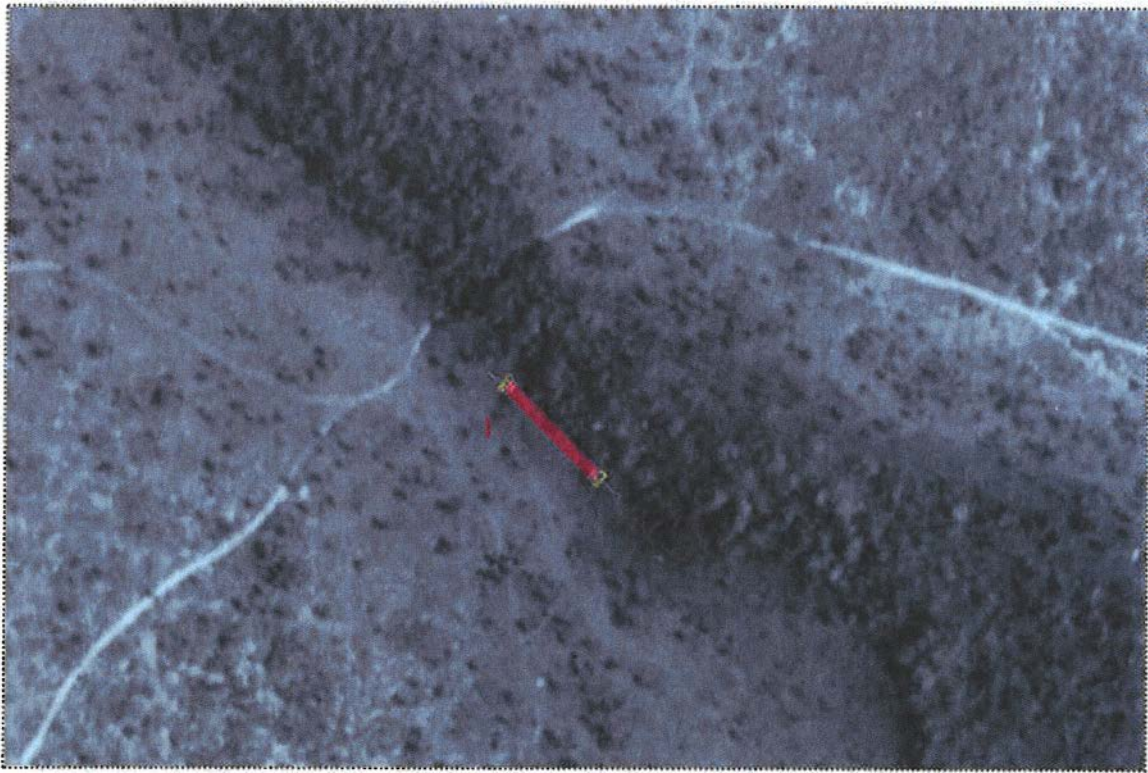


Exhibit 2.4 Quad 36 on 1951 aerial (zoom in)





Exhibit 2.5 Quad 36 on 1954 aerial (zoom out)



Exhibit 2.6 Quad 36 on 1954 aerial (zoom in)

### 3.0 Pre-Construction Topographic Contours at Quad 36

In 2007, this part of Lake Nona was mass graded in preparation for the development which exists today.

Exhibit 3.1 shows the contours of the land surface prior to the 2007 mass grading at this locality and these contours show the slope undermining was already an issue at this location as the groundwater approached the narrow "goose neck" in the wetland.

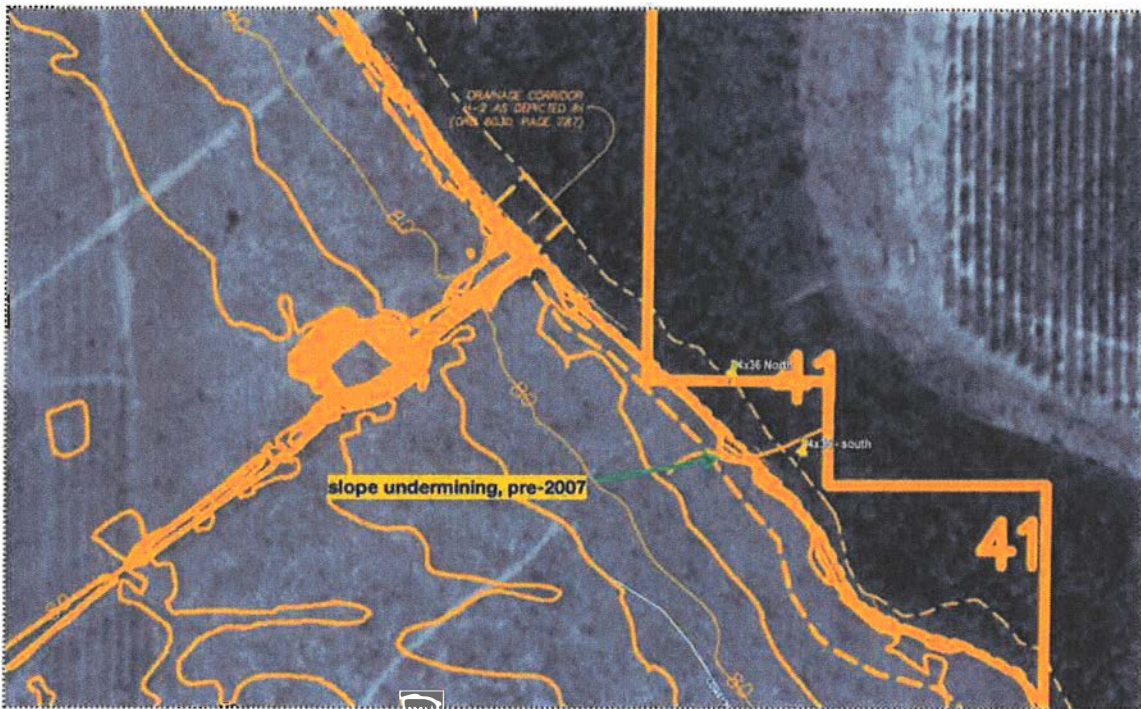


Exhibit 3.1 Pre-2007 mass grading topo at west side of Quad 36

Exhibit 3.2 shows the pre-construction topo (post 2007 mass grading) in this locality and it shows more detail of the ditch and the key item to note in this exhibit is the bulge in the +73 ft contour into the ditch on the north end of the Quad 36. That bulge indicates that sand is being pushed into that location from groundwater forces and this is better explained in Exhibit 3.3 which shows the local flow direction of groundwater from the west to the east toward the ditch.

These exhibits show that there is a propensity for the groundwater flow pattern to concentrate and cause soil discharge into the ditch along the western side of the Quad 36, especially on the north side where it wants to bulge out and form a sand bar.

Under high water or flood stage conditions, the flow direction in the ditch is from north to south following the regional drainage pattern. However, under lower flow conditions, the flow pattern is from south to north through the channel where it then bends to the east to enter the primary conveyance ditch at the box culvert which always flows to the south.



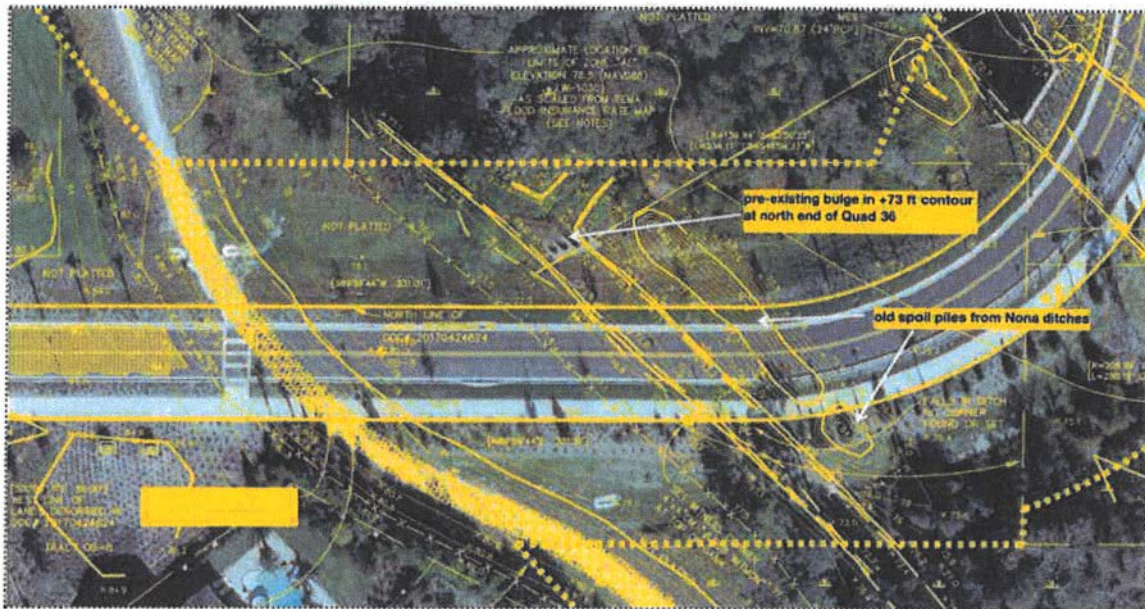


Exhibit 3.2 Pre-construction topo at Quad 36, note channel instability on north

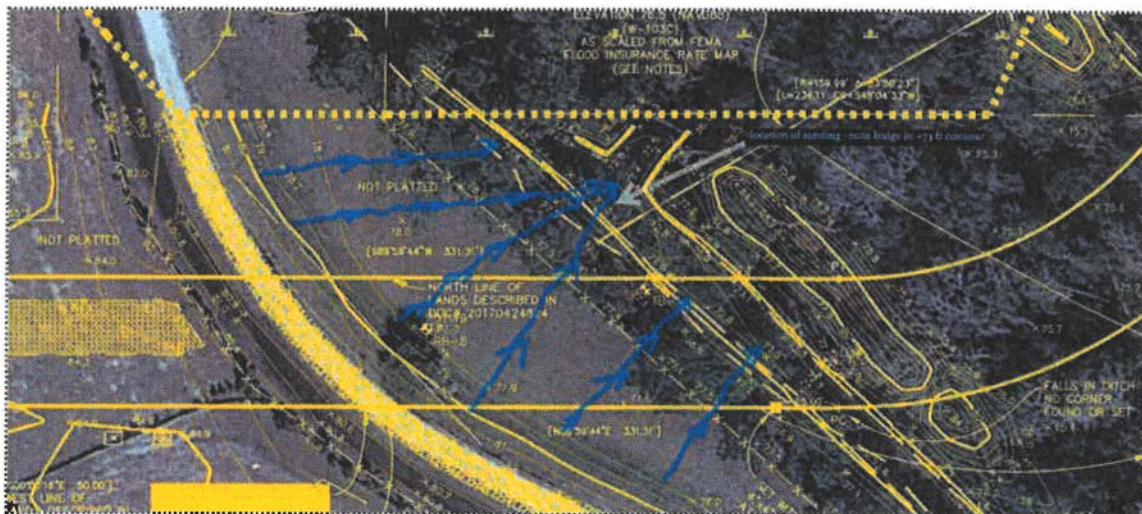


Exhibit 3.3 Groundwater seepage direction focused at location of bulge

#### 4.0 Review of Geotechnical Data in Locality of Quad 36

Geotechnical data from the design-level report for Nemours Parkway Phase 6 was reviewed as part of this assessment. Exhibit 4.1 shows the muck probe data in this ditch prior to construction and it does not show any compressible organic substrate which could be impacting the structure. The mucky sand is low in organic content (less than 10%) under the ditch bed is typical of older man-made ditches within wetland systems. Natural channels in wetlands contain higher organics which are not disclosed by these muck probe data.



Exhibit 4.1 Muck probe data along Quad 36  
note: SW = standing water, MS = mucky sand, S = sand



Exhibit 4.2 shows the seasonal high water table estimates along this portion of the roadway. Note that due to the irrigation and the height of the placed fill, the seasonal high water table will rise even higher than these levels, possibly as high as +78 ft NAVD which is above the top of the Quad 36. Such a high water table elevation will create as much as 6 ft of erosion-inducing driving head at the mitered end sections.



Exhibit 4.2 Seasonal high water table estimates from design report compare to ditch bottom elevation of +72.5 ft NAVD

The soil profiles are shown in Exhibits 4.3 and 4.4 and they both show well compacted sandy soils at the Quad 36 and the TB-1 soil profile shows that the organic content of the mucky sand is only 8.4% which is too low to be of concern for short-term or long-term compression.

The construction quality control reports were also reviewed for this portion of Nemours Parkway and these reports indicate that the soil compaction requirements were met for pipe and roadway backfill.

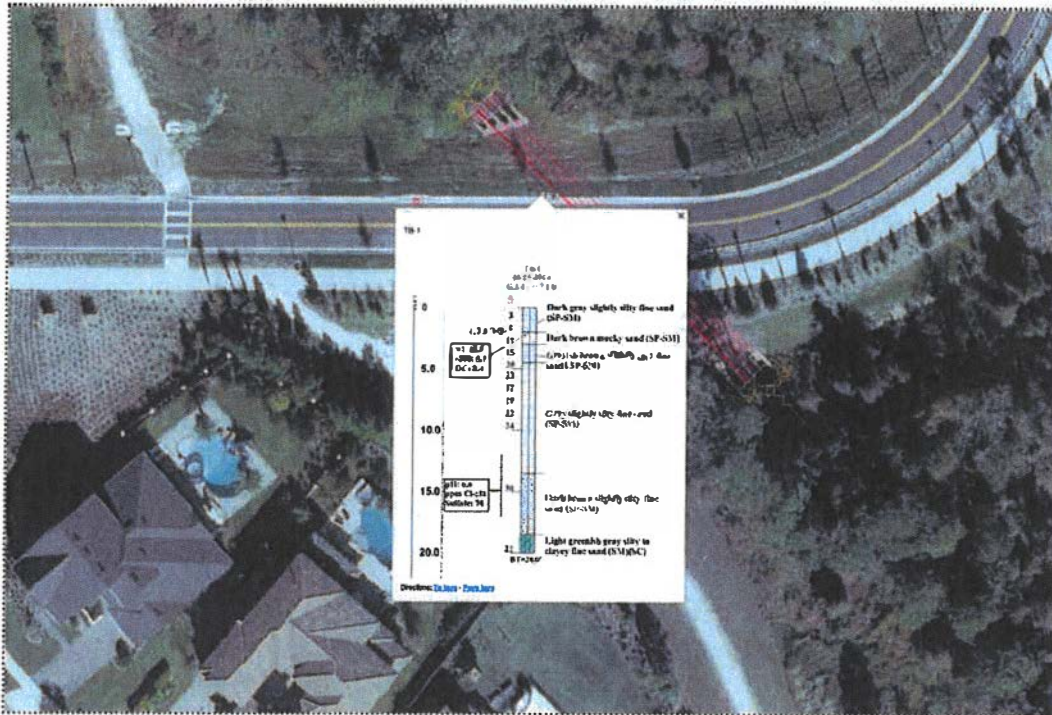


Exhibit4.3 Soil stratigraphy at TB-1



Exhibit4.4 Soil stratigraphy at TB-2

## 5.0 Root Cause Explanation

Exhibit 5.1 provides an illustration of the root cause explanation of the soil loss of the wedge of the soil and the sand accumulation in the channel. The sand is being eroded and undermined with seepage combined with some toe undercutting on the south side of the Quad 36 when the flow direction in the channel is south to north.

The sand bulging into the channel on the north side is due to a natural instability as this is the focal point of discharge for the subregional groundwater flow into the "goose neck" of this wetland slough. The soil loss on the south side of the Quad 36 is due in part to toe undercutting from the northward flow in the channel but primarily due to the high water table pressure pushing out the fill dirt above and adjacent to the pipe. Note that the natural soil on the south side is stable but the fill material adjacent to the pipe is being eroded.

A new water table will form at the contact of the fill and the original sloping ground and this subterranean water will move to the culvert, where it will be impeded by the pipe side wall and from there migrate to discharge at the culvert openings. The basin for this perched water table under the fill will start at least at the horse trail and move toward the Quad 36 as shown in Exhibit 5.1.



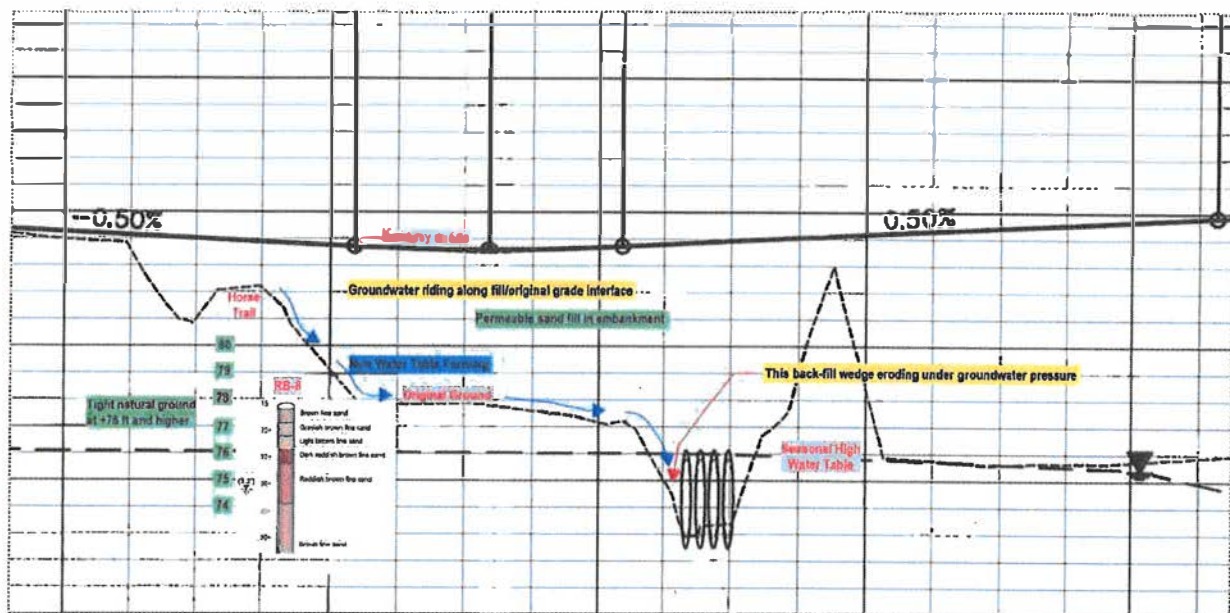


Exhibit 5.1 Root cause explanation of soil loss



## 6.0 Concept Retrofit

The retrofit will have to achieve the objective of armoring the slopes around the culvert mitered ends with a weighted permeable system (such as rip rap or articulating concrete blocks) on a filter fabric to prevent loss of the fine sand backfill from the embankment into the channel. Similar armoring over filter fabric is required on the channel bed at the north and south end treatments, and also extending up the sides and above the top of the mitered end concrete slab.

The limits of this protection is shown in Exhibit 6.1.



Exhibit 6.1 Recommended minimum protection limits to prevent soil loss

An impermeable retaining wall such as a concrete or sheetpile wingwall/headwall is not recommended as one of the objectives of the retrofit system will be to relieve the groundwater pressure at these locations and allow the groundwater to discharge into the channel. If the groundwater pressure is allowed to build up behind a wingwall, it will seek an outlet point around the ends of the wall and transfer the internal soil erosion problem to a new relief point.

FDOT quality rip rap is required at all coverage areas on the channel bed and extending up the slope to 2 ft above the 100 yr flood stage. This higher grade rip rap is recommended since the surface water in the channel is within a wetland system which is typically acidic and tends to disintegrate limestone or broken concrete over time. Lower quality rip-rap may be used 2 ft above the flood elevation if there is a significant cost savings to the CDD and if the aesthetic change in rip-rap appearance is acceptable to the CDD.

The thickness of the channel bed and slope armoring rip rap should be at least 12 inches. The filter fabric under the rip rap shall comply with FDOT specifications for similar applications.

For extra stability within the channel bed, it is recommended that the rip rap be placed inside reno (gabion) mattresses on filter fabric. For extra stability on the side slopes, it is recommended that the rip rap be placed in a wire tied mesh (aka wire-enclosed rip rap mesh).

Prior to placement of the rip rap, the subgrade soils will have to be regraded and compacted before placing the filter fabric layer. In eroded zones between the pipes and at the sides of the pipes which are difficult to compact especially below the springline, flowable fill shall be used as backfill.

Broken concrete rip rap is required as a diffuser at the cross-pipe outfall point at the horse trail which flows to the western side of the southern mitered end of the quad 36" RCP culvert (refer to Exhibit 6.1).

It is also recommended that the repair work be monitored by the CDD's quality control geotechnical engineer to ensure compaction of the backfill, placement of the filter fabric with sufficient overlap, and other critical items.

The sand from the pipes will have to be de-silted by a specialty pipe cleaning contractor.

---

We trust that the geotechnical data, evaluation, and concept recommendations communicated in this report are clear and responsive to the needs of the design engineer. Feel free to contact us if there are any questions or if any clarifications are needed.

Sincerely,



Devo Seereeram, Ph.D., P.E.  
Florida Registration No. 48303  
Date: May 16, 2019

**LAKE NONA SOUTH  
Greenway Improvement District  
Nemours Parkway Phase 6  
Change Order Log  
Jr. Davis**

C.O.#	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 8/17/17	To Board	Approval Date	Notes
						<b>\$2,070,587.60</b>			
<a href="#">1</a>	7/10/2018	8" Directional Bore	0	\$ 10,874.88	Approved	\$ 2,081,462.48	7/17/2018	7/17/2018	
<a href="#">2</a>	6/20/2018	Culvert Rail Installation	0	\$ 13,464.00	Approved	\$ 2,094,926.48	7/17/2018	7/17/2018	
<a href="#">3</a>	7/16/2018	OCPS sidewalk revision	30	\$ 42,220.54	Approved	\$ 2,137,147.02	7/17/2018	7/17/2018	
<a href="#">4</a>	5/20/2019	Erosion repair and expanded protection at the north and south ends of the quad 36" culverts	0	\$ 77,713.83	Pending	\$ 2,214,860.85	5/21/2019		

**Greenway Improvement District**  
**CONTRACT CHANGE ORDER**

Change Order No. 004

Project: Nemours Parkway Phase 6

Date 5/21/2019

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction, Inc.

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Erosion Repair and Expanded Protection at the North and South Ends of the Qual 36" Culverts	ADD	\$77,713.83

Net Change Order Amount \$ 77,713.83

Contract Amount Prior to Change Order \$ 2,137,147.02

Revised Contract Amount \$ 2,214,860.85

**COMMENTS:**

See detailed backup provided by Jr. Davis Construction, Inc.

Acceptable To: \_\_\_\_\_ Date: \_\_\_\_\_  
Jr. Davis Construction Inc.

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Greenway Improvement District

# NEMOURS PARKWAY PHASE 6 SCOUR PROTECTION



## JR. DAVIS CONSTRUCTION

210 S. HOAGLAND BLVD.

KISSIMMEE, FL 34741

Contact: CONOR MACNAMARA

Phone: 407-870-0066

Email: CONOR.MACNAMARA@JR-DAVIS.COM

Quote To:

Greenway Improvement District

Proposal Date:

5/17/19

Date of Plans:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNITPRICE	AMOUNT
	<b>GENERAL CONDITIONS</b>				
110	GENERAL CONDITIONS	1.00	LS	7,800.00	7,800.00
	<b>GENERAL CONDITIONS TOTAL</b>				<b>\$7,800.00</b>
	<b>EROSION CONTROL</b>				
140	INSTALL SILT FENCE	1.00	LS	350.00	350.00
150	INSTALL FLOATING TURBIDITY BARRIER	1.00	LS	1,200.00	1,200.00
	<b>EROSION CONTROL TOTAL</b>				<b>\$1,550.00</b>
	<b>CLEANING/FLUSHING</b>				
162	SILT REMOVAL FROM EXISTING STORM SYSTEM	1.00	LS	5,158.33	5,158.33
	<b>CLEANING/ FLUSHING TOTAL</b>				<b>\$5,158.33</b>
	<b>EXCAVATION &amp; PREPARATION</b>				
180	EXCAVATE	1.00	LS	5,200.00	5,200.00
190	FLOWABLE FILL	1.00	LS	2,898.00	2,898.00
	<b>EXCAVATION &amp; PREPARATION TOTAL</b>				<b>\$8,098.00</b>
	<b>SCOUR PROTECTION</b>				
220	GABION MATRESSES WITH RIP RAP AT QUAD PIPE OUTLETS	650.00	SF	20.65	13,422.50
230	WIRE MESH WITH RIP RAP SLOPES AT QUAD PIPE OUTLETS	2,000.00	SF	18.50	37,000.00
240	RIE RAP AT SINGLE PIPE OUTLET	30.00	SF	8.50	255.00
	<b>SCOUR PROTECTION TOTAL</b>				<b>\$50,677.50</b>
	<b>RESTORATION</b>				
270	RESODBAHIA	650.00	SY	3.00	1,950.00
280	RESOD ST.AUGUSTINE	78.00	SY	10.00	780.00
290	SIDEWALK REPLACEMENT	34.00	SY	50.00	1,700.00
	<b>RESTORATION TOTAL</b>				<b>\$4,430.00</b>
<b>GRAND TOTAL</b>					<b>\$77,713.83</b>

### NOTES:

THIS PROPOSAL IS INCLUSIVE OF THE ADDED SCOUR PROTECTION REMEDIATION PER THE PLAN  
REVISION/ SKETCH RECEIVED ON 5/16/19

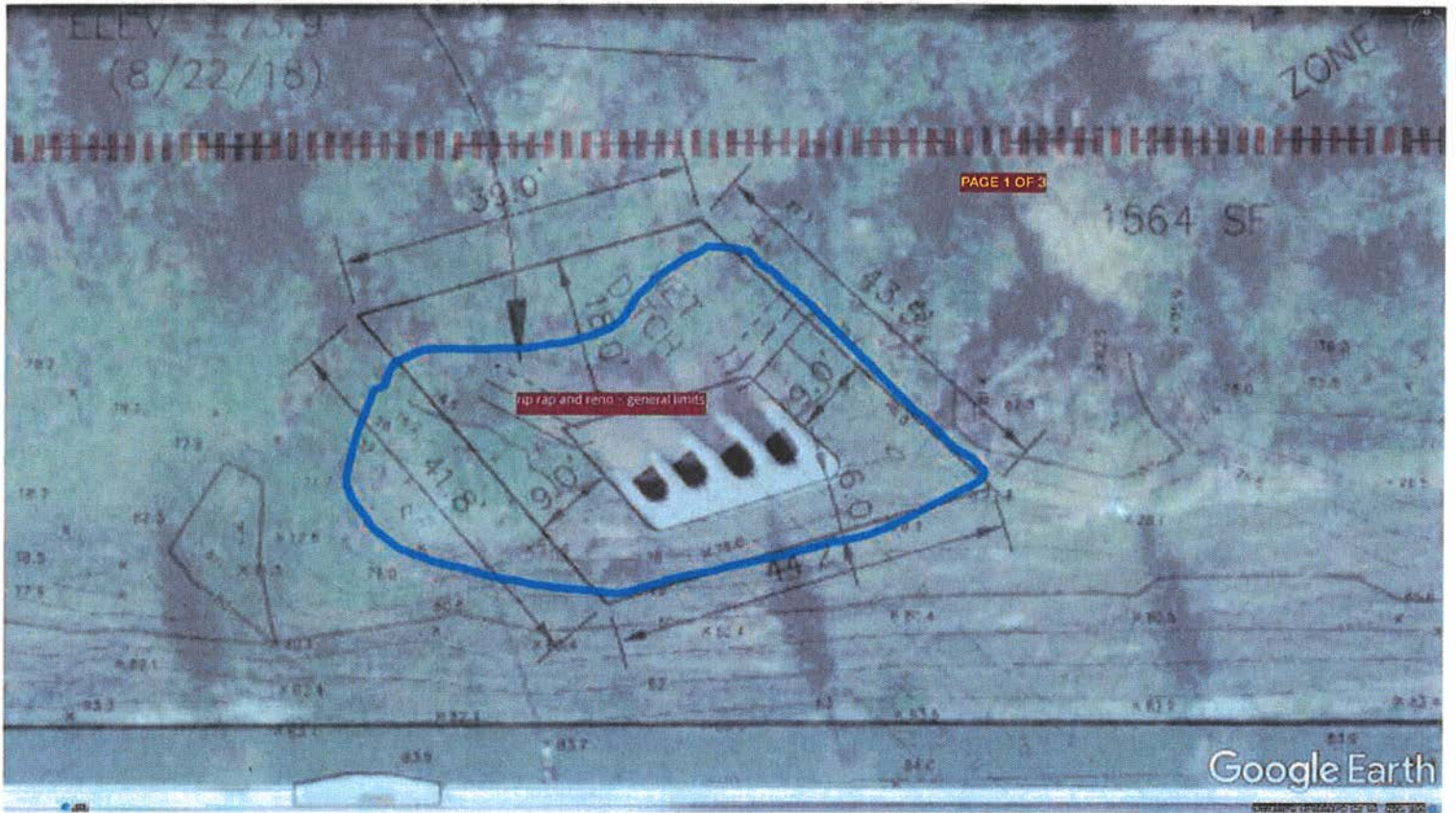
BOND EXCLUDED

PERMITS EXCLUDED

JDC Reference:1925RFC006

CC:TBD











**DONALD W. MCINTOSH ASSOCIATES, INC.**

2200 Park Avenue North

Winter Park, Florida 32789-2355

Telephone: 407-644-4068 ext. 127

Fax: 407-644-8318

Email: [jjnewton@dwma.com](mailto:jjnewton@dwma.com)

**\*DISCLAIMER OF LIABILITY** - The data contained within this e-mail is the sole property of Donald W. McIntosh Associates, Inc. ("DWMA") and is transmitted to you at your request for your convenience. The user of this data assumes all liability resulting from such use and hereby releases DWMA from liability of any nature, expressed or implied, relating to the data contained thereon. All information contained on said data is subject to change at the discretion of DWMA. DWMA is not responsible to the recipient for compatibility with the recipient's hardware and/or software. It is imperative that the user checks this data for viruses.

**From:** Devo Seereeram <[devo@devoeng.com](mailto:devo@devoeng.com)>

**Sent:** Wednesday, May 15, 2019 9:48 AM

**To:** Randy Thomas <[rthomas@acfenv.com](mailto:rthomas@acfenv.com)>

**Cc:** Jeffrey J. Newton, PE <[jjnewton@dwma.com](mailto:jjnewton@dwma.com)>; Zack Titus <[TerraquaZT@aol.com](mailto:TerraquaZT@aol.com)>; James C. Nugent, PE <[jnugent@dwma.com](mailto:jnugent@dwma.com)>; Josh.Huy.nh@jr-davis.com; Joe Joseph <[jjoseph@acfenv.com](mailto:jjoseph@acfenv.com)>

**Subject:** Re: Nemours Parkway Phase 6 redesign

Hi randy, based on our telecom this morning, please include the north side quad pipe outlet also which is on page 1 of the pdf. the south side quad pipe is on page 2. the no action area is on page 3 but we can utilize some HP-TRM as needed in other areas.

thanks

devo

On May 15, 2019, at 9:14 AM, Randy Thomas <[rthomas@acfenv.com](mailto:rthomas@acfenv.com)> wrote:

Okay – let me propose that we only do the southern end of the Quad pipe outlet and let's include a couple of rolls of High Performance Turf Reinforcement Mat – HPTRM for the surrounding areas which can be field identified as erosion-proned areas.

South Side Quad Pipe Outlet:

6 ~ PVC-Coated 9' X 6' X 12" reno mattresses  
6 Layers ~ 9' X 36' long wire mesh

This Layout will require the following quantities:

6 ~ PVC-Coated 9' X 6' X 12" reno mattresses  
2 Rolls ~ 9' X 150' long wire mesh  
150 lbs ~ 9 gauge tie wire  
1 Roll ~ FDOT Type D2 Geotextile (ACF HSP2)  
2 Rolls ~ Pyramat HPTRM and associated anchor pins (quantities of Pyramat to be field determined)

Please confirm this revised revetment plan and we can provide pricing to Josh.

Thank you!

**Randy Thomas, PE | South Regional Engineer**

Cell: (321) 604-0868 | [www.acfenvironmental.com](http://www.acfenvironmental.com)

<image001.png> <image002.png> <image003.png> <image004.png>



*Date:* May 21, 2019

*Devo's Project No.:* Not Yet Assigned

*to:*

Board of Supervisors  
Greenway Improvement District  
12051 Corporate Blvd.  
Orlando, Florida 32817  
phone: 407-382-3256;

*attention:* **RICHARD LEVY - CHAIRMAN**

*Ref:*

**SUPPLEMENTAL PROPOSAL FOR INSPECTION SERVICES**

**NEMOURS PARKWAY PHASE 6**

Lake Nona, Orlando, FL

Dear Mr. Levy,

This proposal is for providing inspection services of the proposed remedial works at the Quad 36 culvert crossing under Nemours Parkway Phase 6 at Lake Nona. The end treatments of this 4-barrel pipe has experienced soil loss, erosion, and undermining and the Greenway Improvement District ODD is about to undertake stabilization and rebuilding of the mitered end sections on both the north and south sides. The plan calls for stabilizing the channel bed and the side slopes around both mitered end sections with rip-rap weighted filter fabric to prevent soil loss. Backfilling of the eroded zones and the rip-rap footprint will be done with soil and flowable fill for "hard to reach" zones. Our services will include compaction testing of the backfill areas. We estimate that the construction duration to be no more than 30 working days if weather conditions permit. We have allowed for part-time inspection services although full time inspection will be performed for critical operations such as backfilling, fabric placement, and armoring. An itemization of our estimated work effort and fee is provided in Table 1.

TABLE 1				
Description	Unit	Unit Rate	Qty	Total
Principal Engineer	hr	\$120.00	12.00	\$1,440.00
Senior Project Engineer	hr	\$100.00	24.00	\$2,400.00
Senior Engineering Technician (will also perform compaction)	hr	\$60.00	80.00	\$4,800.00
Proctor Test (baseline density for compaction)	each	\$165.00	2.00	\$330.00
Technical Assistant	hr	\$40.00	0.00	\$0.00
Total				\$8,970.00

#### CONTRACT AUTHORIZATION

If this proposal is acceptable, please review and sign the contract authorization page in the Attachment.

We appreciate the opportunity to provide this proposal for your review and trust that it covers the work needed. Please feel free to contact us if there are any questions.

*Dennis C Miller*

Dennis C Miller  
Administrative Assistant



## AUTHORIZATION

To authorize this proposal, please complete the information requested and return by mail or fax.


TABLE A.1: AUTHORIZATION OF OFFER
This offer is authorized only when signed below otherwise it should be considered a draft.
Authorization signature:  Devo Seereeram, Ph.D., P.E. Owner
To authorize this work, please complete the information below and return a copy of the executed authorization to:  Devo Seereeram, Ph.D., P.E. 5500 Alhambra Drive Orlando, FL 32808 Phone: 407-290-2371; devo@devoeng.com

TABLE A.2: AUTHORIZATION BY CLIENT
Proposal Authorized on this _____ day of _____ 2019
Authorized Signature . . . . . _____
Print Name & Title . . . . . _____
Company name . . . . . _____
Company address . . . . . _____
Company phone # . . . . . _____
Company fax # . . . . . _____
Cellular/mobile phone # . . . . . _____
E-mail address . . . . . _____

## TERMS & CONDITIONS OF AGREEMENT

Special terms and conditions (if any) and general conditions of this agreement are contained in the following tables.

TABLE A.3: SPECIAL TERMS AND CONDITIONS OF AGREEMENT	
1	
2	

TABLE A.4: GENERAL CONDITIONS OF AGREEMENT	
1	PARTIES AND SCOPE OF WORK: Devo Seereeram Ph.D., P.E. (hereinafter referred to as "Devo") shall be performing the work. "Work" means the specific geotechnical investigations, testing, and engineering or other service performed by Devo as set forth above. "Client" refers to the person or business entity ordering the work to be done by Devo. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said work. The ordering of work from Devo shall constitute acceptance of the terms of Devo's proposal and these General Conditions.
2	PAYMENT: Invoices will be submitted upon completion of work or at monthly intervals for continuing projects. Payment terms are Net 30 Days, unless alternative arrangements are stated under the Specific Conditions. Charges at 1½% per month will be levied on invoices not paid within 30 days from invoice date. Client agrees to pay Devo's cost of collection of all amounts due and unpaid after 60 days, including court costs, reasonable attorney's fees, filing fees, and certified mail postage. Failure to make payment within 30 days of invoice shall constitute a release of Devo from any and all claims which Client may have, either in tort, or contract, and whether known or unknown at the time.
3	OBLIGATION TO PAY: Devo will perform services under this agreement with professional skill and care. Devo does not guarantee Governmental or Regulatory Agency approval of Client's project. Client's obligation to pay for Devo's services is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of Government or Regulatory Agencies, or upon Client's successful completion of project.



**TABLE A.4: GENERAL CONDITIONS OF AGREEMENT**

4	<p><b>ACCESS TO SITE:</b> Client grants Devo the right of entry to the project by Devo, his employees, agents, and subcontractors in order to perform the services under this agreement. If the Client does not own the project, Client warrants and represents to Devo that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Devo.</p> <p>Devo shall take reasonable measures and precautions to minimize damage to the project site from Devo's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Devo for reimbursement or hold Devo liable or responsible for any alteration or damage required to perform our scope of work. Should the Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and defend Devo against any claims by the owner or persons having possession of the site through the owner which are related to such alteration or damage.</p> <p>Devo has not included in his fee the cost of restoration of damage which may occur. If Client desires or requires Devo to restore the site to its former condition, Devo will, upon written request, perform additional work as is necessary to do so and the Client agrees to pay Devo the cost thereof.</p>
5	<b>DAMAGE TO EXISTING MAN-MADE OBJECTS:</b> deleted.
6	<b>SAMPLE DISPOSAL:</b> Unless otherwise agreed, laboratory test specimens or samples will be disposed immediately upon completion of the test. All samples or specimens collected from soil borings will be disposed sixty (60) days after submission of Devo's report.
7	<b>WARRANTY AND LIMITATION OF LIABILITY:</b> Devo's geotechnical engineering services will be performed in accordance with his proposal and with generally accepted principles and practices. In performing his professional services, Devo will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of his profession. This warranty is in lieu of all other warranties and representations, either express or implied. Statements made in Devo's reports are opinions based on engineering judgement and are not to be construed as representations of fact.
8	<b>INDEMNITY:</b> Subject to the foregoing limitations, Devo agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs, and expenses, including reasonable attorney's fees and court costs arising out of Devo's negligence to the extent of Devo's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Devo, the party initiating such action shall pay to Devo the costs and expenses incurred by Devo to investigate, answer and defend it, including reasonable attorney's fees, witness fees, and court costs to the extent that Devo shall prevail in such a suit.
9	<b>THIRD PARTY RELIANCE:</b> The services under this Agreement are being performed for and on behalf of the Client for the Client's exclusive use. Devo assumes no responsibility for third party use of or reliance on Devo's findings, opinions, conclusions, or recommendations unless such use or reliance by Third Parties is authorized in writing by Devo.
10	<b>ENTIRE AGREEMENT:</b> This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties, undertakings made other than as set forth herein. This agreement may be modified only in writing, signed by each of the parties hereto.
11	<b>CANCELLATION:</b> This contract is cancellable by either party at any time for any reason. Work performed to the time of notice shall be paid as interpolated within and defined by the contract. All such work shall become the property of the Client upon such payment.

**LAKE NONA SOUTH  
Greenway Improvement District  
Nemours Parkway Phase 7  
Change Order Log  
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$6,312,276.76			
1	2/8/2019	Contract adjustment for revision to include scope of work for addendums/plans issued after bid date.		\$ 161,445.97	Approved	\$ 6,473,722.75	2/19/2019	2/19/2019	
2	5/20/2019	Add sanitary and reclaim service laterals intended to serve the Nemours Children's Hospital.		\$ 12,879.00	Pending	\$ 6,486,601.75	5/21/2019		

**Greeneway Improvement District**  
**CONTRACT CHANGE ORDER**

Change Order No. 2

Project: Nemours Parkway Phase 7

Date 5/20/2019

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Add Sanitary and Reclaim Service Laterals Intended to Serve the Nemours Children's Hospital	ADD	\$ 12,879.00

Net Change Order Amount \$ 12,879.00

Contract Amount Prior to Change Order \$ 6,473,722.75

Revised Contract Amount \$ 6,486,601.75

COMMENTS:

Acceptable To:

Jr. Davis Construction

Date:

Approved By:

Greeneway Improvement District

Date:

c: Jeffrey J. Newton, P.E.

# NEMOURS PH. 7 - ADDED HOSPITAL LATERALS



Jr. Davis Construction Company, Inc.

## JR. DAVIS CONSTRUCTION

210 S. HOAGLAND BLVD.

KISSIMMEE, FL 34741

Contact: JIMI DUGAN

Phone: 321-624-8603

Email: JIMI.DUGAN@JR-DAVIS.COM

Quote To:

GREENEWAY  
IMPROVEMENT  
DISTRICT

Proposal Date:

5.20.19

Date of Plans:

1.30.18

Revision Date:

9.12.18

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>SANITARY SEWER</b>					
10	8" SDR26 PVC (12-14' CUT)	27.00	LF	42.60	1,150.20
20	4' DIAMETER SANITARY MANHOLE (12-14' DEEP) (105A)	1.00	EA	7,800.00	7,800.00
30	TESTING PER CITY STANDARDS	1.00	LS	140.40	140.40
<b>SANITARY SEWER TOTAL</b>					<b>\$9,090.60</b>
<b>RECLAIMED WATER</b>					
40	4" PVC C900 DR18 REUSE (W/FITTINGS)	54.00	LF	33.10	1,787.40
50	4" GATE VALVE	1.00	EA	1,040.00	1,040.00
60	BLOW OFF ASSEMBLY	1.00	EA	821.00	821.00
70	TESTING PER CITY STANDARDS	1.00	IS	140.00	140.00
<b>RECLAIMED WATER TOTAL</b>					<b>\$3,788.40</b>
<b>GRAND TOTAL</b>					<b>\$12,879.00</b>

### NOTES:

THIS PROPOSAL IS INCLUSIVE OF THE ADDED SANITARY AND RECLAIM SERVICE LATERALS INTENDED TO SERVE THE NEMOURS CHILDREN'S HOSPITAL. ALL OTHER CHANGES NOT SPECIFIED BY THIS PROPOSAL ARE TO BE CONSIDERED NOT INCLUDED.

JDC Reference:

CC:

ACCEPTANCE OF PROPOSAL:

THIS PROPOSAL AND PRICING IS ACCEPTED BY THE FOLLOWING SIGNATURE WITH AGREEMENT TO ALL NOTES AND CLARIFICATIONS HEREIN.

COMPANYNAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_



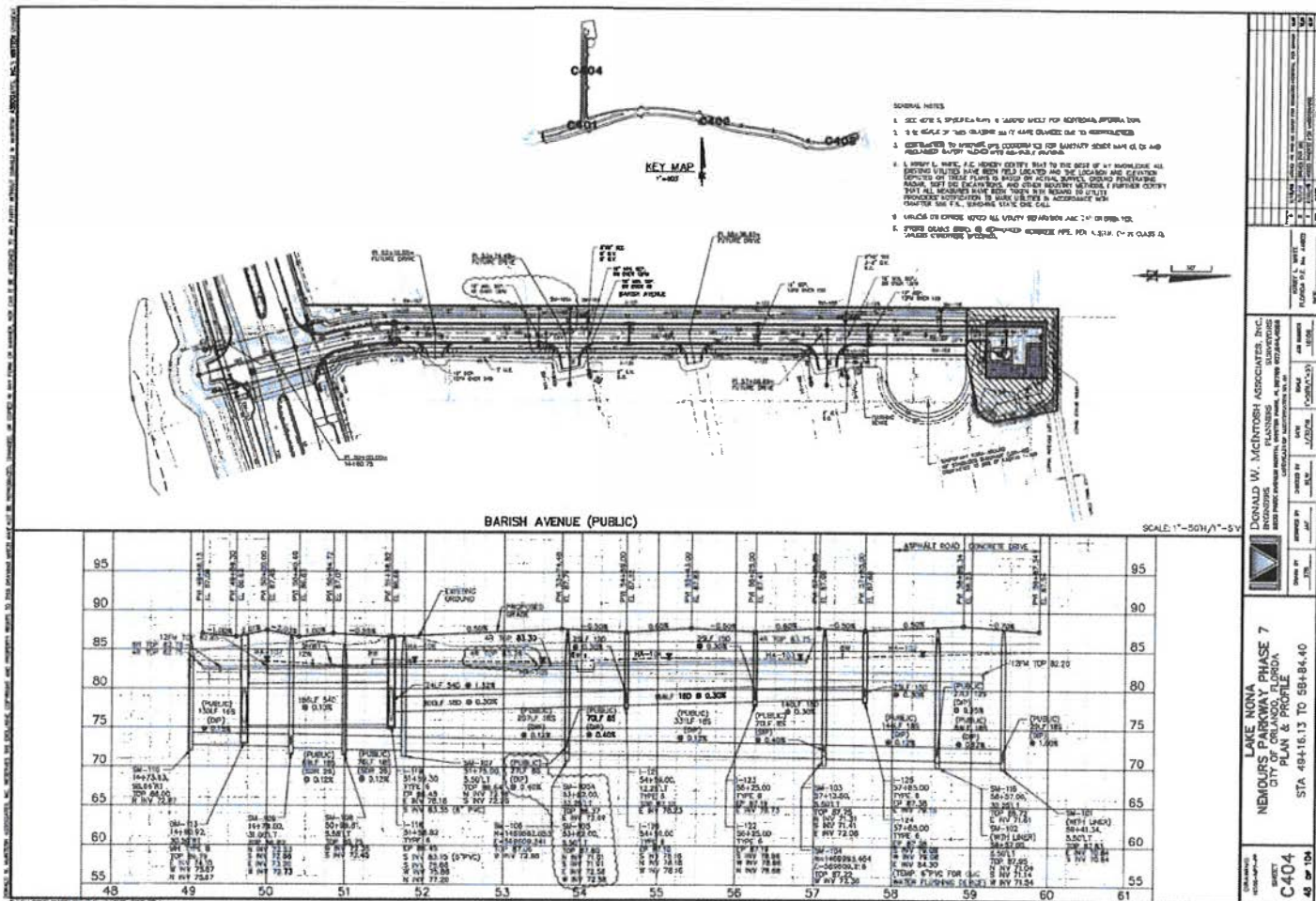
DATE OF ACCEPTANCE: \_\_\_\_\_

SIGNATURE OF ACCEPTANCE: \_\_\_\_\_

**PREPARED FOR**  
**LAKE NONA LAND COMPANY, LLC**  
**6900 TAVISTOCK LAKES BLVD. SUITE 200**  
**ORLANDO, FL 32827**  
**407.313.8233**  
**CONTACT: JAMES L. ZBORIL**

[illegible]

C0001









## **Tarek Fahmy**

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**To:** Conor MacNamara  
**Cc:** Troy Davidson; Josh Huynh; Jimi Dugan  
**Subject:** RE: GID Nemours Parkway Phase 7 - Revision to Construction Drawings #2

**From:** Larry Kaufmann [<mailto:lkaufmann@tavistock.com>]  
**Sent:** Wednesday, January 2, 2019 11:16 AM  
**To:** Troy Davidson <[troy.davidson@tavistock.com](mailto:troy.davidson@tavistock.com)>  
**Cc:** Josh Huynh <[Josh.Huynh@jr-davis.com](mailto:Josh.Huynh@jr-davis.com)>; Conor MacNamara <[Conor.MacNamara@jr-davis.com](mailto:Conor.MacNamara@jr-davis.com)>; Tarek Fahmy <[tfahmy@dwma.com](mailto:tfahmy@dwma.com)>; Jimi Dugan <[Jimi.Dugan@jr-davis.com](mailto:Jimi.Dugan@jr-davis.com)>; Brent Schademan <[brent.schademan@tavistock.com](mailto:brent.schademan@tavistock.com)>  
**Subject:** RE: GID Nemours Parkway Phase 7 - Revision to Construction Drawings #2

Troy, yes, the intent is run this through the CDD and get reimbursed from Nemours Hospital as they have agreed they will do.

### **KDS**

Kaufmann Development Services, LLC  
Larry Kaufmann, PE  
(407) 448-6592  
[LKaufmann@tavistock.com](mailto:LKaufmann@tavistock.com)

---

**From:** Troy Davidson  
**Sent:** Wednesday, January 2, 2019 10:07 AM  
**To:** Larry Kaufmann <[lkaufmann@tavistock.com](mailto:lkaufmann@tavistock.com)>  
**Cc:** Josh Huynh <[Josh.Huynh@jr-davis.com](mailto:Josh.Huynh@jr-davis.com)>; Conor MacNamara <[Conor.MacNamara@jr-davis.com](mailto:Conor.MacNamara@jr-davis.com)>; Tarek Fahmy <[tfahmy@dwma.com](mailto:tfahmy@dwma.com)>; Jimi Dugan <[Jimi.Dugan@jr-davis.com](mailto:Jimi.Dugan@jr-davis.com)>; Brent Schademan <[brent.schademan@tavistock.com](mailto:brent.schademan@tavistock.com)>  
**Subject:** RE: GID Nemours Parkway Phase 7 - Revision to Construction Drawings #2

Hey Larry, we discussed this at our Nemours 7 progress meeting today and I just wanted to verify that the intent is for this work to be coordinated through the CDD contract without Tavistock involvement. Brent has put in a budget amendment on his LP Phase 10 project to cover the developer costs for Nemours 7 but there is no money in the budget for these laterals. Hopefully the CDD can issue a change order to JDC, process the JDC Invoice, and obtain reimbursement from Nemours Hospital.

Best regards,

TROY E. DAVIDSON, PE  
Land Infrastructure Project Manager  
< >  
Tavistock Development Company  
6900 Tavistock Lakes Blvd, Suite 200  
Orlando, FL 32827  
P: (407) 888-6505  
C: (407) 461-8823  
[www.tavistockdevelopment.com](http://www.tavistockdevelopment.com)

---

**From:** Jimi Dugan <[Jimi.Dugan@jr-davis.com](mailto:Jimi.Dugan@jr-davis.com)>  
**Sent:** Thursday, December 20, 2018 5:25 PM  
**To:** Larry Kaufmann <[lkaufmann@tavistock.com](mailto:lkaufmann@tavistock.com)>



**Cc:** Josh Huynh <[Josh.Huynh@jr-davis.com](mailto:Josh.Huynh@jr-davis.com)>; Troy Davidson <[troy.davidson@tavistock.com](mailto:troy.davidson@tavistock.com)>; Conor MacNamara <[Conor.MacNamara@jr-davis.com](mailto:Conor.MacNamara@jr-davis.com)>  
**Subject:** RE: GID Nemours Parkway Phase 7 - Revision to Construction Drawings #2

**EXTERNAL E-MAIL**

---

Larry,

Please see the attached for the added hospital sanitary and reclaim laterals. Feel free to reach out if you have any questions.

Thanks,

*Jimi Dugan*

*Project Engineer*

<image002.jpg>

**Jr. Davis Construction Company, Inc.**

210 S. Hoagland Blvd.

Kissimmee, FL 34741

Phone: (407) 870-0066

Cell: (321) 624-8603

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**From:** Larry Kaufmann [<mailto:lkaufmann@tavistock.com>]

**Sent:** Friday, December 14, 2018 1:55 PM

**To:** Josh Huynh <[Josh.Huynh@jr-davis.com](mailto:Josh.Huynh@jr-davis.com)>

**Cc:** Jimbo Bjorkland <[Jimbo.Bjorkland@jr-davis.com](mailto:Jimbo.Bjorkland@jr-davis.com)>

**Subject:** FW: GID Nemours Parkway Phase 7 - Revision to Construction Drawings #2

Josh, did you get this quote for me done?

KDS

Kaufmann Development Services, LLC

Larry Kaufmann, PE

(407) 448-6592

[L.Kaufmann@tavistock.com](mailto:L.Kaufmann@tavistock.com)

---

**From:** Larry Kaufmann

**Sent:** Sunday, November 25, 2018 2:21 PM

**To:** Josh Huynh <[Josh.Huynh@jr-davis.com](mailto:Josh.Huynh@jr-davis.com)>

**Cc:** Jimbo Bjorkland <[Jimbo.Bjorkland@jr-davis.com](mailto:Jimbo.Bjorkland@jr-davis.com)>

**Subject:** FW: GID Nemours Parkway Phase 7 - Revision to Construction Drawings #2

I do not recall seeing your change order for the services. Please send me a copy, the hospital needs some backup paperwork.

KDS

Kaufmann Development Services, LLC

Larry Kaufmann, PE

(407) 448-6592

[LKaufmann@tavistock.com](mailto:LKaufmann@tavistock.com)

---

**From:** Larry Kaufmann  
**Sent:** Monday, October 1, 2018 11:46 AM  
**To:** Josh Huynh <[Josh.Huynh@jr-davis.com](mailto:Josh.Huynh@jr-davis.com)>  
**Cc:** 'Sky Fayne' <[sky.fayne@jr-davis.com](mailto:sky.fayne@jr-davis.com)>; Jeffrey Newton (<[jjnewton@dwma.com](mailto:jjnewton@dwma.com)> <[jjnewton@dwma.com](mailto:jjnewton@dwma.com)>  
**Subject:** FW: GID Nemours Parkway Phase 7 - Revision to Construction Drawings #2

Josh, I need a quote from JDC for the additional service laterals to the Hospital. Nemours Hospital is paying us for the laterals so it needs to be a separate quote that I can send them. We will add this work to the contract and obtain funding from Nemours.

**KDS**

Kaufmann Development Services, LLC  
Larry Kaufmann, PE  
(407) 448-6592  
[LKaufmann@tavistock.com](mailto:LKaufmann@tavistock.com)

---

**From:** Kirby White, PE <[kwhite@dwma.com](mailto:kwhite@dwma.com)>  
**Sent:** Friday, September 14, 2018 10:37 AM  
**To:** Larry Kaufmann <[lkaufmann@tavistock.com](mailto:lkaufmann@tavistock.com)>  
**Subject:** FW: GID Nemours Parkway Phase 7 - Revision to Construction Drawings #2

**EXTERNAL E-MAIL**

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Added Nemours Hospital sewer and reclaimed water stubs if you want to forward to Mike Cluff.

Kirby L. White, PE  
Senior Vice President  
**DONALD W. MCINTOSH ASSOCIATES, INC.**  
2200 Park Avenue North ~ Winter Park, Florida 32789-2355 ~ Phone: 407-644-4068 ~ Fax: 407-644-8318 ~ Email:  
[kwhite@dwma.com](mailto:kwhite@dwma.com)

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**From:** Kirby White, PE  
**Sent:** Friday, September 14, 2018 10:34 AM  
**To:** Josh Huynh <[Josh.Huynh@jr-davis.com](mailto:Josh.Huynh@jr-davis.com)>; Bill Keck <[Bill.Keck@jr-davis.com](mailto:Bill.Keck@jr-davis.com)>; Jimi Dugan <[Jimi.Dugan@jr-davis.com](mailto:Jimi.Dugan@jr-davis.com)>; 'jimbo at jr-davis.com' <[jimbo@jr-davis.com](mailto:jimbo@jr-davis.com)>; 'lkaufmann@Tavistock.com' <[lkaufmann@Tavistock.com](mailto:lkaufmann@Tavistock.com)>; Brent Schademan <[brent.schademan@tavistock.com](mailto:brent.schademan@tavistock.com)>; 'scott.thacker @tavistock.com' <[scott.thacker@tavistock.com](mailto:scott.thacker@tavistock.com)>; 'jtgriffin@dixhite.com' <[jtgriffin@dixhite.com](mailto:jtgriffin@dixhite.com)>; Lance Jackson <[lance.jackson@tavistock.com](mailto:lance.jackson@tavistock.com)>; Galloway, Mike <[MGalloway@ouc.com](mailto:MGalloway@ouc.com)>  
**Cc:** Robin Persad <[rpersad@dwma.com](mailto:rpersad@dwma.com)>  
**Subject:** GID Nemours Parkway Phase 7 - Revision to Construction Drawings #2

For your use, please find attached the Revision to Construction Drawings (Revision #2) dated September 14, 2018, for the above referenced project. If you have any questions, please let us know. Thank you.

**Lisa Toney on behalf of Kirby L. White, P.E.**  
**Lisa Toney**

**LAKE NONA SOUTH  
Greenway Improvement District  
Kellogg Avenue Extension  
Change Order Log  
Dewitt Excavating**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						<b>\$1,797,324.58</b>			
1	7/12/2018	Developer Portion - Stabilize Construction Access Road and Import Fill	0	\$230,500.00	Approved	\$2,027,824.58	7/17/2018	7/17/2018	
2	8/1/2018	Add days to contract due to weather	8	\$0.00	Approved	\$2,027,824.58	8/23/2018	8/23/2018	
3	9/14/2018	OUC Access Revision - electric and street lighting layout configuration - Kellogg Avenue Extension	0	-\$2,146.88	Approved	\$2,025,677.70	9/18/2018	9/18/2018	
4	9/14/2018	OUC Access Revision - electric and street lighting layout configuration - Hartwell Court Extension	0	\$65,127.18	Approved	\$2,090,804.88	9/18/2018	9/18/2018	
5	10/15/2018	Change of Oak Trees to Acer Rubrum	0	-\$500.00	Approved	\$2,090,304.88	10/16/2018	10/16/2018	
6	10/16/2018	Addition of compost to plant area for Canopy Trees only	0	\$1,691.88	Approved	\$2,091,996.76	11/19/2018	11/19/2018	
7	2/4/2019	Credit for dirt not imported	0	-\$124,608.00	Approved	\$1,967,388.76	2/19/2019	2/19/2019	
8	1/7/2019	Core and connection for SM07 - Soccer Field; Water Service Connection for Soccer Field and Water park	0	\$19,077.25	Approved	\$1,986,466.01	2/19/2019	2/19/2019	
9	2/6/2019	Stop sign and thermopaint	0	\$1,958.00	Approved	\$1,988,422.01	2/19/2019	2/19/2019	
10	2/19/2019	Change of street sign	0	\$750.00	Pending	\$1,989,172.01	3/19/2019		