



**INVITATION FOR BID  
(IFB) #12-0441-DS  
Perico Preserve Habitat Restoration Plan  
Project TBD**

Manatee County, a political subdivision of the State of Florida, (hereinafter the "County") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

**NON-MANDATORY INFORMATION CONFERENCE**

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an Information Conference will be held immediately following the Site Visit. The Site Visit will commence (at 9: 00 AM) on December 5, 2011 at the Perico Preserve site located on Perico Island in West Bradenton, on the north side of Manatee Ave (SR64) with Sections 22, 26, and 27, Township 34 South, Range 16 East in Manatee County, Bradenton Florida. A site visit is a pre-requisite to submit a Bid.

The Information Conference will take place at 10:45 AM December 5, 2011 in the Purchasing Conference Room, 1112 Manatee County, Suite 803, Manatee Avenue West, Bradenton Florida. Attendance is not mandatory for the Information Conference, but is highly encouraged.

**DEADLINE FOR CLARIFICATION REQUESTS: December 14, 2011 at 3:00 PM**  
(Reference Bid Article A.06)

**TIME AND DATE DUE: December 22, 2011 at 9:00 AM**  
Manatee County Purchasing, 1112 Manatee Avenue West, Bradenton, FL 34205

**The project is being funded by the SWFWMD Agreement No. 09CS0000048.**

**Important Note:** Lobbying is prohibited (reference Bid Article A.08)

**FOR INFORMATION CONTACT:**  
**Donna M. Stevens (941) 749-3045**  
donna.stevens@mymanatee.org  
AUTHORIZED FOR RELEASE: 

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SECTION 00010  
**INFORMATION TO BIDDERS**

**A.01 OPENING LOCATION**

These bids will be **publicly opened** at **Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to be present.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the respondent's request and expense.

**A.02 SEALED & MARKED**

**One original and two copies** of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside **"Sealed Bid #12-0441-DS, Perico Preserve Habitat Restoration Plan"** with your company name.

Address package to: Manatee County Purchasing Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205

**A.03 SECURING OF DOCUMENTS**

Complete individual copies of the bidding documents for the project and/or products can be obtained; free of charge, at the Manatee County Administration Building located at 1112 Manatee Avenue West, Suite 803, Purchasing Division: Department. Documents may be obtained between the hours of 8:00 AM to 4:00 PM Monday through Friday, exception of holidays. Complete set of the bidding document must be used in preparing bids. The County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bidding document.

**A.04 BID DOCUMENTS**

**Bids** on <http://www.mymanatee.org> , Bid documents and the Notices of Source Selection related to those Bids are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the Owner's web page if you do not have it.

**Manatee County collaborates with the Manatee Chamber of Commerce** on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid documents in a portable document

A.04 BID DOCUMENTS (Continued)

format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids. A link to that service, <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID .

A.05 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the Owner in evaluating the request to modify the specifications. The Owner is not obligated to make any changes to the bid specifications. Unless an addendum is issued, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.06 DEADLINE FOR CLARIFICATION REQUESTS

**December 14 2011 at 3:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

A.07 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation For Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

**A.07 CLARIFICATION & ADDENDA (Continued)**

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to “Planholders” on this web service, and post the documents on the Purchasing Division’s web page at <http://www.mymanatee.org> which can be accessed by clicking on the “Purchasing” button and then clicking on the “Bids” button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

**A.08 LOBBYING**

After the issuance of any Invitation For Bid, prospective bidders, or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation For Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation For Bid. This prohibition begins with the issuance of any Invitation For Bid, and ends upon execution of the final contract or when the invitation has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by the Purchasing Division, in writing.

**A.09 UNBALANCED BIDDING PROHIBITED**

Manatee County recognizes that large and/or complex projects will often result in a variety of methods, sources and prices; however, where in the opinion of the County such variation does not appear to be justified, given bid specifications and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the bid. The County reserves the right to reject as non-responsive any

A.09 UNBALANCED BIDDING PROHIBITED (Continued)

presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.10 FRONT END LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities to occur early in the project schedule, such as: mobilization, clearing and grubbing; or maintenance of traffic, that are substantially higher than pricing of competitive bidders within the same portion of the project schedule, will be presumed to be front end loaded. Front end loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Contractor to complete the work or otherwise creating an appearance of an under-capitalized bidder.

In the event the County determines that a bid is presumed to be front end loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The County reserves the right to reject as non-responsive any presumptive front end loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front end loaded costs.

A.11 WITHDRAWAL OF OFFERS

Vendors may withdraw offers as follows: a) Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the bidder submitting the offer. This request must be received in the office designated for receipt of offers in the solicitation document prior to the time set for delivery and opening of the offers. A copy of the request shall be retained and the unopened offer returned to that vendor. b) After the responses to a solicitation are opened or a selection has been determined, but before a contract is signed, a vendor alleging a material mistake of fact may be permitted to withdraw their offer if: (1) the mistake is clearly evident on the solicitation document; or (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw an offer must be in writing and approved by the Purchasing Official.

A.12 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the County.

A.13 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

#### A.14 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean **that bidder who makes the lowest bid to sell goods and/or services of a quality which** conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation For Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

#### A.15 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws as amended. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Manatee County Code of Laws.

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

#### A.16 COLLUSION

By offering a submission to this Invitation For Bid, the bidder certifies that he has not divulged, discussed or compared their bid with other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case

A.16 COLLUSION (Continued)

of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.17 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for work or for goods or services for Manatee County. The Owner anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.18 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached.- **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the offer and bind the company. Bidders must fully comply with all bid specifications, terms and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.



**A.19 LEGAL NAME**

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

**A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute § 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter. To insure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification is attached for this purpose.

**A.21 DISCOUNTS**

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices as shown on the bid form shall be the price used in determining award.

A.22 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

A.23 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.24 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this bid document at least twenty-four (24) hours in advance of either activity.

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

A.26 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.27 MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

**A.28 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this Invitation For Bid becomes "Public Records", and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

**Bids become "Public Records" thirty (30) days after the bid opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071.** No announcement or review of the bid documents shall be conducted at the public opening of the bids.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When County staff have completed a mathematic validation and inspected the completeness of the offers, tabulation shall be posted on [www.mymanatee.org](http://www.mymanatee.org).

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: BASIS OF AWARD, TERMS AND CONDITIONS OF THE CONTRACT, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.**

**END OF SECTION A**

SECTION 00020  
**BASIS OF AWARD**

**B.01 BASIS OF AWARD**

Award shall be to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price for the requirements listed on the Bid Form for the Work as set forth in this Invitation For Bid. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the Contract Documents to the County's satisfaction within the prescribed time.

**One schedule for Completion of the Work shall be considered. Only one award shall be made.**

In evaluating the bid, the County shall consider the qualifications of the bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Manatee County will not consider award to any contractor who has failed to meet the project completion date within the past five years.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids and neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business duly licensed and authorized to engage in the sale of goods and/or services to be procured, which has a place of business in Manatee County with full time employees at that location.

**B.02 SUBCONTRACTORS**

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility of the County for the proper completion of all Work to be executed under this contract.

The employment of unauthorized aliens by any vendor is considered a violation of Section 274 (e) of the Immigration and Employment Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

**B.03 QUALIFICATIONS OF BIDDERS**

Bidder or sub-consultant thereto shall have proven habitat restoration experience demonstrated by a minimum of three projects completed within the past five years consisting of earthwork, nuisance and exotic species management, large scale direct seeding of native plants, and nursery grown plant installation of a similar type (in scope, size, and complexity) as depicted in this project. Bidders must supply a minimum of three references from past clients, to support their previous experience on projects of similar scope including successful direct seeding of upland habitat restoration sites. references from past clients of the Bidder must be supplied to the County including contact persons, contract awarded amount and name of restoration project. **Bidder must provide a written narrative** regarding strategy for obtaining and installing plant material (including direct seeding) in order to demonstrate a sufficient understanding of the relatively complex nature the plantings specified for this project.

Each bidder must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the Work which is the subject of this bid; and, upon request, shall submit a true copy of all applicable licenses. **The contractor shall be certified in Florida as a General Contractor with experience demonstrated by a minimum of three projects completed within the past five years in this type of construction which is the subject of this IFB to be considered for award.**

To demonstrate qualifications to perform the Work, each bidder must be prepared to submit within five days of County's request; written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the state of Florida. Each bidder shall submit as a portion of their bid, a completed Contractor's Questionnaire included as Section 00430.

A complete list of all subcontractors proposed for any portion of the Work may be requested of any Bidder deemed necessary by the County. Subcontracts shall be awarded only to those subcontractors considered satisfactory by the County.

**B.04 PREPARATION OF CONTRACT**

A written notice confirming award or recommendation thereof will be forwarded to the Successful Bidder accompanied by the required number of unsigned counterparts of the Agreement. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Contract must be approved in accordance with the Manatee County Code of Laws, Chapter 2-26, Manatee County Purchasing Ordinance and the Standard and Procedures approved by the County Administrator).

**B.05 INSPECTION OF SITE**

Inspection of the site is a requirement to be considered for award of this contract. Prior to submitting a Bid Form, each bidder shall examine the site and all conditions thereon fully familiarizing themselves with the full scope of the project. Failure to become familiar with site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Site visit (s) shall be acknowledged in Section 00300, Bid Form page # 00300-2.

**END OF SECTION B**

SECTION 00030  
**GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

**C.01 CONTRACT FORMS**

The agreement resulting from the acceptance of a bid shall be in the form of the agreement stated in this bid.

**C.02 ASSIGNMENT OF CONTRACT**

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

**C.03 COMPLETION OF WORK**

The Work will be completed and ready for final inspection within the specified calendar days from the date the Contract Time commences to run. One bid shall be considered based upon the **one award for 450 calendar days**. Only one award shall be made.

**C.04 LIQUIDATED DAMAGES**

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **\$500.00** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

**C.05 PAYMENT**

Contractor may apply for partial payment on monthly estimates, based on the amount of Work done or completed in compliance with the provisions of the Contract. Contractor shall submit an application, on a standard pay application form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the Contractor and the County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of the County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor, 20 business days if County is its own Engineer of Record (EOR) or 25 business days if outside agent approval is required after the pay estimate has been approved by the agent for the County.

**C.05 PAYMENT (Continued)**

In accordance with the Prompt Payment Act, Section 218.735 (7), Florida Statutes, a Punch List shall be formulated.

Time allowed for development of punch list:

1. Awarded Contracts with an estimate cost of less than \$10 million will be within 30 calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.
2. Awarded Contracts with a cost of \$10 million dollars or more will be within 30 calendar days OR if extended by contract: up to 60 calendar days after reaching substantial completion. Substantial completion is defined as reaching beneficial occupancy or use.

The final contract completion date must be at least 30 days after delivery of the list of items. If the list is not provided to the awarded contractor by the agreed upon date, the contract completion time must be extended by the number of days the County exceeds the delivery date.

It is the Contractor's responsibility for the care of the materials any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

The Contractor agrees to furnish an affidavit stating that all laborers, material men, and subcontractors have been paid on the project for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, subcontractors on the project for Work covered by the application for payment, sufficient to secure the County from any claim whatsoever arising out of the aforesaid Work.

When the Contractor has completed the Work in compliance with the terms of the Contract Documents, he shall notify the County in writing that the project is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what Work, if any, is required to prepare the project or a portion thereof for final inspection. When the County determines the project or portion thereof is ready for final inspection, the County shall perform same. Upon completion of final inspection, the County will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the project has been completed in compliance with the terms of the Contract Documents.



**C.05 PAYMENT (Continued)**

When final acceptance has been made by the County, the County will make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made. The Contract will be considered complete when all work has been finished, the final inspection made, approved as-builts received, and the project finally accepted in writing by the County. The Contractor's responsibility shall then terminate except as otherwise stated.

**C.06 RETAINAGE**

A **retainage** of 2.5% of the total contract amount shall be withheld from payments after 75% completion of the Work. Upon substantial completion, this retainage shall be reduced to 1% of the total contract amount plus such amount as the County may reasonably deem necessary to repair, replace, complete or correct any damaged, defective, incorrect or incomplete work. Upon final acceptance, the remaining retainage shall be included in the final payment.

**C.07 WARRANTY AND GUARANTEE PROVISIONS**

All work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the contractor is warranted and guaranteed by the contractor to be such as to meet the required standards and to accomplish the purposes and functions required standards and to accomplish the purposes and functions of the project as defined, detailed, and specified herein.

The County shall, following discovery thereof, promptly give written notice to the contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the contractor shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the contractor, and do not constitute exclusive remedies of the County against the contractor.

**C.8 ROYALTIES AND PATENTS**

The contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Contractor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

**C.9 AUTHORIZED PRODUCT REPRESENTATION**

The contractor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

**C.10 REGULATIONS**

It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and/or other federal or state of Florida rules, regulations or other requirements, as each may apply.

**C.11 CANCELLATION**

Any failure of the contractor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the contractor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this contract with or without cause.

**C.12 INDEMNIFICATION**

The contractor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

**C.13 MANUALS, SCHEMATICS, HANDBOOKS (IF APPLICABLE)**

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each.

**C.14 INSURANCE**

The contractor will not commence work under a contract until all insurance under this section and such insurance coverage as might be required by the County has been obtained. The contractor shall obtain, and submit to purchasing within 10 calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	<u>\$ 300,000</u>
Annual Aggregate (if applicable):	<u>\$1,000,000</u>

d. County's Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

**C.14 INSURANCE (Continued)**e. Property Insurance

**If this contract includes** construction of or additions to above ground buildings or structures, contractor shall provide "**Builder's Risk**" insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

f. Installation Floater

**If this contract does not include** construction of or additions to above ground building or structures, **but does involve** the installation of machinery or equipment, contractor shall provide an "**Installation Floater**" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e., and f., shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, with coverage for all products and services completed under this contract.

**ADDITIONAL INSURED:**

**County of Manatee shall be specifically named as additional insured in each of the applicable policies.**

If the initial insurance expires prior to the completion of operations and/or services by the contractor, renewal certificates of insurance and required copies of policies shall be furnished by the contractor and delivered to the Purchasing Official 30 days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or contractor's sureties to the County or to any workers, suppliers, materialmen or employees in relation to this contract.

**C.14 INSURANCE (Continued)**

h. Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

1. The certificate holder shall be:  
**Manatee County Board of Commissioners**  
**P.O. Box 1000**  
**Bradenton, FL 34206-1000**
2. Certificate shall be mailed to:  
**Manatee County Purchasing**  
**1112 Manatee Avenue West 8<sup>th</sup> Fl**  
**Bradenton, FL 34205**  
**Attn: Donna M. Stevens**

**C.15 BID BOND/CERTIFIED CHECK**

By offering a submission to this Invitation For Bid, the bidder agrees should the bidder's bid be accepted, **to execute the form of contract and present the same to Manatee County for approval within ten (10) days after being notified of the awarding of the contract.** The bidder further agrees that failure to execute and deliver said form of contract **within ten (10) days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into a contract, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If the County enters into a contract with a bidder, or if the County rejects any and/or all bids, accompanying bond will be promptly returned.

**C.16 PERFORMANCE AND PAYMENT BONDS**

The successful bidder shall furnish surety bonds as security for faithful performance of the contract awarded as a result of this bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. Surety of such bonds shall be in an amount equal to the bid award (100% each) and from a duly authorized and nationally recognized surety company, authorized to do business in Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds a certificate and effective dated copy of power-of-attorney. (Reference Florida Statute 255.05)

C.16 PERFORMANCE AND PAYMENT BONDS (Continued)

Furnishing the performance and payment bonds shall be requisite to execution of a contract with the County. Said performance and payment bonds will remain in force for the duration of the contract with the premiums paid by the contractor. Failure of successful bidder to execute such contract and to supply the required bonds shall be just cause for annulment of the award. The County may then contract with another acceptable bidder or re-advertise this Invitation For Bid. If another bidder is accepted, and notice given within 90 days after the opening of bids, this acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of the County at any time, to require performance by the contractor of any provisions set out in the contract will in no way affect the right of the County, thereafter, to enforce the provisions. **Bonds are to remain in effect for one year after final payment becomes due.**

C.17 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the Total Contract Price or payment or compensation of any kind from the County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrance or delays due solely to fraud, bad faith, or active interference on part of the County or its agents. Otherwise, the Contractor shall only be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

C.18 NO INTEREST

Any monies not paid by the County when claimed to be due to the Contractor under this Contract shall not be subject to interest including prejudgment interest. Any monies not paid by the County when claimed to be due to the Contractor for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

**C.19 CONSTRUCTION OF CONTRACT**

This Contract and the rights and responsibilities hereunder shall not be construed more strongly against either party, regardless of the extent to which such party may have participated in the preparation hereof.

**C.20 BE GREEN**

All Vendors/Bidders/Quoters/Proposers (*as applicable*) are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

**END OF SECTION C**

**SECTION 00100**  
**BID SUMMARY**

**D.01 THE WORK**

The work included in this contract consists of the construction associated with the implementation of a habitat restoration project at the Perico Preserve as shown on the Construction Plans prepared by WilsonMiller Stantec dated June 2011 (Contract Drawings); The work includes earthwork, surveying, best management practices, drainage structures, planting of native plant species using nursery-grown plants and seeding, control and maintenance of nuisance and exotic vegetation, and maintenance of installed plants.

All bidders will submit a minimum of three (3) references of proven habitat restoration experience demonstrated by a minimum of three projects completed within the past five years including successful direct seeding of upland habitat restoration sites) has been performed by the bidding team (prime contractor and principal subcontractors included). Contact information is to include the name of the personnel on the bidding team and the related project in which they participated, further identified by their actual role and the responsibility held for that job. The name of the project, the company name, address/phone and fax numbers as well as e-mail address will be provided by which to confirm this information.

It shall be the contractor's responsibility to obtain and/or verify existence of all necessary permits prior to commencing construction. The Contractor shall be responsible for obtaining any permits not furnished by owner and the costs should be reflected in the contractor's bid.

The information provided in the Contract Drawings and this Bid Summary is solely to assist the contractor in assisting the nature and extent of the conditions that maybe be encountered during the completion of the work. Prior to bidding, all contractors are directed to conduct any necessary investigations to arrive at their own conclusions regarding the actual conditions that may be encountered and shall base their bids on those conclusions.

The work consists of all items as indicated on the Contract Drawings plus those items of construction not indicated but considered normal, necessary, and usual in the construction industry for construction of a project of this scope.

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications, as shown on the Contract Drawings.



**SECTION 00100  
BID SUMMARY**

**D.01 THE WORK (continued)**

Construction and records drawings are required of the successful bidder and shall fully meet the requirements of all current federal, state and county laws, rules, regulations and standards, with the most stringent applying.

The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the County.

The Contractor is responsible for any work and incidentals involved in obtaining any and all required permits. The Contractor shall furnish and install all materials, equipment and labor which are reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

Contractor shall mobilize and start within 10 days of the Notice to Proceed, and to be completed on or before May 31, 2012. Wetland plantings shall begin on June 1, 2012 and be completed on or before July 1, 2012. Direct seeding application where specified shall begin on December 1, 2012 and must be completed on or before February 1, 2013. Upland plantings that are to occur in areas of direct seeding shall begin on June 1, 2012 and be completed on or before July 1, 2013.

**D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS**

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each bid item from any of the Bidders; and the Bidder shall respond within five days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

If apparent successful Bidder declines to make any such substitution, County may award the contract to the next lowest qualified Bidder that proposes to use acceptable subcontractors, suppliers, and other persons who County does not make written objection to Contractor shall not be required to employ any subcontractor, supplier, other person or organization who Contractor has reasonable objection to.

**D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS (continued)**

Subcontractors shall be bound by the terms and conditions of this contract insofar as it applies to their Work, but this shall not relieve the prime contractor from the full responsibility to the County for the proper completion of all Work to be executed under this contract.

**D.03 BIDS**

Bids are to be submitted in **triplicate, one original and two copies**, upon the County supplied forms. All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the Bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to bid requirements.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

**D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Bid Documents; and (e) notify County of all conflicts, errors, or discrepancies in the Bid Document.

The accuracy of the existing utility locations shown on the plans is approximate and without express or implied warranty. Each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine his Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. County will provide each Bidder access to the site to conduct such explorations and tests.

Bidder shall fill all holes clean up and restore the site to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents.

**D.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE (continued)**

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the Contract Documents.

**D.05 MATERIALS AND WORKMANSHIP**

All materials and apparatus required for this Work, except as specifically specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations for the type being installed.

Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.

**D.06 REGULATIONS AND MATERIAL DISPOSAL**

It shall be the responsibility of the contractor to assure compliance with any OSHA, EPA, federal, state, and/or local rules, regulations or other requirements as each may apply.

**D.07 PROJECT CLOSE-OUT**

Clean construction site and remove any and all excess materials. Correct any damages to property that may have occurred as a result of installation and/or delivery. Repair and patch all surfaces cut for installation. The Contractor shall remedy any deficiencies promptly should the County determine any work is incomplete or defective.

When the County determines the Work is acceptable in accordance with this Invitation for Bid, the Contractor shall provide the close out submittals, including but not necessarily limited to the following:

- 1 set Certificate of warranties
- 1 set Manufacturer's product literature (when applicable)
- 1 set Project Record Drawings
- 1 set Subcontractor Information (when applicable)

**D.08 DISCRETIONARY WORK**

This Bid Item entails minor increases (that may be directed by staff) to existing bid item quantities or minor modification items not bid which were unforeseen and necessary during the construction to provide a safe, complete project in accordance with Bid Documents. (This will not affect the requirement for change orders involving major modifications to the project.) Payment for all Work under this item shall be made only at the County's discretion in order to satisfactorily complete the project. In general, this item is for unanticipated conflicts and/or design changes required during construction which are necessary to complete the project without changing the initial scope of Work and without costly delays.

**D.09 PROGRESS REQUIREMENTS**

The awarded contractor will at the scheduled Pre-Construction meeting provide to the County Representative (s) the construction schedule for review and acceptance.

**END OF SECTION D**

## SECTION 00150

**MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION****E.01 Vendor Registration**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.mymanatee.org](http://www.mymanatee.org).

Enclosed are a copy of the current Manatee County law that details the County's Local Preference and the County's definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on [www.manateechamber.com](http://www.manateechamber.com) as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

**Quick steps to registration:**                      **[www.mymanatee.org](http://www.mymanatee.org)**

A link to "Purchasing" is listed under "Quick Links" on page one of the County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration".

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the bid.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid and proposal opportunities to your business.

**E.02 Section 2-26-6. Local preference, tie bids, local business defined.**

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the County in the manner prescribed by the County to facilitate the County's ability to track the award of contracts to local businesses and to allow the County to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

**(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.**

**(d) Each solicitation for bids made by the County shall contain terms expressly describing the local business preference policies of the County, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.**

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the County shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;

**E.02 Section 2-26-6. Local preference, tie bids, local business defined. (Continued)**

3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;

4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County commission or County administrator, or where such suspension is, in the opinion of the County attorney, required by law.

(g) **To qualify for local preference under this section, a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;

2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;

3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17<sup>th</sup> day of March, 2009.

**END OF SECTION E**

**MANATEE COUNTY GOVERNMENT  
AFFIDAVIT AS TO LOCAL BUSINESS  
(Complete and Initial Items B-F)**

**A. Authorized Representative**

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_ and the duly authorized representative of: [name of business] \_\_\_\_\_, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

**B. Place of Business:** I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: \_\_\_\_\_ [Initial] \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**C. Business History:** I certify that business operations began at the above physical address with at least one fulltime employee on [date] \_\_\_\_\_ [Initial] \_\_\_\_\_

**D. Criminal Violations:** I certify that within the past five years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. [Initial] \_\_\_\_\_

**E. Citations or Code Violations:** I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this bid announcement. [Initial] \_\_\_\_\_

**F. Fees and Taxes:** I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. [Initial] \_\_\_\_\_

*Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.*

Signature of Affiant \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary: (Typed or Printed) \_\_\_\_\_

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205**



**BID FORM  
SECTION 00300  
(SUBMIT IN TRIPLICATE)**

**For: Perico Preserve Habitat Restoration Plan**

<b>TOTAL BID PRICE:</b> _____
<b>Based on a Completion Time of 450 calendar days</b>

One schedule for Completion of the Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "Total Bid Price". The County has the sole authority to select the bid based on the Completion Time which is the best interest of the County. Only one award shall be made.

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term, and condition contained in the Invitation for Bids.

We understand that the bid technical specifications, terms, and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

Communications concerning this Bid shall be addressed as follows:

Person's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_ FL Contractor License# \_\_\_\_\_

License in the Name of: \_\_\_\_\_

Bidder is a WBE/MBE Vendor? \_\_\_\_\_ Certification \_\_\_\_\_

COMPANY'S NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE(S): \_\_\_\_\_

Name and Title of Above Signer(s) \_\_\_\_\_

CO. MAILING ADDRESS: \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_ (if applicable)

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

Email address: \_\_\_\_\_

I, \_\_\_\_\_ on \_\_\_\_\_ attest that I have visited the (name)  
(date)

project site (s) to familiarize myself with the full scope of work required for the bid.

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
 Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
 Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**BID FORM**  
**(submit in triplicate)**  
**IFB# 12-0441-DS**  
**PERICO PRESERVE HABITAT RESTORATION**  
**450 Calendar Days Completion**

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)
D.1.1	<b>MOBILIZATION</b>	LS	1	\$	\$
D.1.2	<b>CONSTRUCTION SURVEYING AND STAKEOUT</b>	LS	1	\$	\$
D.1.3	<b>EROSION AND TURBIDITY CONTROL</b>				
D.1.3.1.1	Staked Silt Fence	LF	12,800	\$	\$
D.1.3.1.2	Floating/ Staked Turbidity Barrier	LF	900	\$	\$
D.1.3.1.3	Construction Entrance	LS	1	\$	\$
D.1.4	<b>DRAINAGE STRUCTURES</b>				
D.1.4.1.1	Culvert Removal & Disposal	EA	6	\$	\$
D.1.4.1.2	Type "C" Inlets	EA	2	\$	\$
D.1.4.1.3	4:1 MES	EA	3	\$	\$
D.1.4.1.4	18" CPP	LF	198	\$	\$
D.1.4.1.5	Rock Rip-rap	SY	9	\$	\$
D.1.5	<b>TREATED BIOMASS REMOVAL</b>	LS	1	\$	\$
D.1.6	<b>EARTHWORK</b>				
D.1.6.1	Clearing and Grubbing	LS	1	\$	\$
D.1.6.2	Excavation and Mounding	LS	1	\$	\$
D.1.6.3	Finished Grading	LS	1	\$	\$
D.1.6.4	Spoil Berm Removal	EA	11	\$	\$
D.1.6.5	Swale Construction	LF	1,050	\$	\$
D.1.6.6	Fill Existing Ditches	LF	1,800	\$	\$
D.1.7	<b>MISCELLANEOUS PERMITS AND BONDING</b>	LS	1	\$	\$

BIDDER (FIRM NAME): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM**  
**(submit in triplicate)**  
**IFB# 12-0441-DS**  
**PERICO PRESERVE HABITAT RESTORATION**  
**450 Calendar Days Completion**

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)
<b>D.1.8</b>	<b>PLANTING</b>				
D.1.8.4.1	<i>Ardisia escallonioides</i>	1-Gal	297	\$	\$
D.1.8.4.2	<i>Aristida stricta</i>	LN-2"	1,113	\$	\$
D.1.8.4.3	<i>Bejaria racemosa</i>	1-Gal	122	\$	\$
D.1.8.4.4	<i>Borrichia frutescens</i>	LN 2"	1,483	\$	\$
D.1.8.4.5	<i>Bursera simaruba</i>	3-Gal	7	\$	\$
D.1.8.4.6	<i>Callicarpa americana</i>	1-Gal	124	\$	\$
D.1.8.4.7	<i>Canna flaccida</i>	BR	547	\$	\$
D.1.8.4.8	<i>Capparis jamaicensis</i>	3-Gal	14	\$	\$
D.1.8.4.9	<i>Carya glabra</i>	3-Gal	11	\$	\$
D.1.8.4.10	<i>Chiococca alba</i>	1-Gal	42	\$	\$
D.1.8.4.11	<i>Cladium jamaicense</i>	LN 2"	394	\$	\$
D.1.8.4.12	<i>Coccoloba uvifera</i>	3-Gal	3	\$	\$
D.1.8.4.13	<i>Conocarpus erectus</i>	1-Gal	67	\$	\$
D.1.8.4.14	<i>Coreopsis laevenworthii</i>	LN-4"	1,688	\$	\$
D.1.8.4.15	<i>Distichilis spicata</i>	BR	1,483	\$	\$
D.1.8.4.16	<i>Eleocharis interstincta</i>	BR	1,861	\$	\$
D.1.8.4.17	<i>Eragrostis elliotii</i>	LN-4"	2,055	\$	\$
D.1.8.4.18	<i>Eragrostis spectabilis</i>	LN-4"	2,055	\$	\$
D.1.8.4.19	<i>Eryngium yuccafolium</i>	LN-4"	74	\$	\$
D.1.8.4.20	<i>Erythrina herbacea</i>	1-Gal	122	\$	\$

BIDDER (FIRM NAME): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM**  
**(submit in triplicate)**  
**IFB# 12-0441-DS**  
**PERICO PRESERVE HABITAT RESTORATION**  
**450 Calendar Days Completion**

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)
D.1.8.4.21	<i>Eugenia axillaris</i>	1-Gal	9	\$	\$
D.1.8.4.22	<i>Eugenia foetidea</i>	1-Gal	9	\$	\$
D.1.8.4.23	<i>Ficus citrifolia</i>	3-Gal	7	\$	\$
D.1.8.4.24	<i>Flaveria linearis</i>	LN 2"	1,289	\$	\$
D.1.8.4.25	<i>Forestiera segregata</i>	1-Gal	411	\$	\$
D.1.8.4.26	<i>Gaillardia pulchella</i>	LN-4"	576	\$	\$
D.1.8.4.27	<i>Glandularia tampensis</i>	LN-4"	182	\$	\$
D.1.8.4.28	<i>Gossypium hirsutum</i>	1-Gal	21	\$	\$
D.1.8.4.29	<i>Hamelia patens</i>	1-Gal	62	\$	\$
D.1.8.4.30	<i>Helianthus debilis</i> subsp. <i>vestitus</i>	LN-4"	576	\$	\$
D.1.8.4.31	<i>Heliotropium agiospermum</i>	LN 2"	1,289	\$	\$
D.1.8.4.32	<i>Heliotropium agiospermum</i>	LN-4"	299	\$	\$
D.1.8.4.33	<i>Ilex opaca</i>	1-Gal	155	\$	\$
D.1.8.4.34	<i>Iris virginica</i>	BR	1,092	\$	\$
D.1.8.4.35	<i>Iva frutescens</i>	LN 2"	1,289	\$	\$
D.1.8.4.36	<i>Juncus effusus</i>	BR	1,338	\$	\$
D.1.8.4.37	<i>Juncus roemerianus</i>	BR	276	\$	\$
D.1.8.4.38	<i>Juniperus virginiana</i>	3-Gal	11	\$	\$
D.1.8.4.39	<i>Liatris gracilis</i>	LN-4"	368	\$	\$
D.1.8.4.40	<i>Lincia michauxii</i>	LN-4"	368	\$	\$
D.1.8.4.41	<i>Lycium carolinianum</i>	1-Gal	67	\$	\$

BIDDER (FIRM NAME): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM**  
**(submit in triplicate)**  
**IFB# 12-0441-DS**  
**PERICO PRESERVE HABITAT RESTORATION**  
**450 Calendar Days Completion**

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)
D.1.8.4.42	<i>Lyonia lucida</i>	1-Gal	207	\$	\$
D.1.8.4.43	<i>Maytenus phyllanthoides</i>	1-Gal	5	\$	\$
D.1.8.4.44	<i>Monarda punctata</i>	LN-4"	368	\$	\$
D.1.8.4.45	<i>Muhlenbergia capillaris</i>	LN 2"	3,269	\$	\$
D.1.8.4.46	<i>Muhlenbergia capillaris</i>	LN-4"	1,412	\$	\$
D.1.8.4.47	<i>Myrica cerifera</i>	1-Gal	255	\$	\$
D.1.8.4.48	<i>Myrsine cubana</i>	1-Gal	62	\$	\$
D.1.8.4.49	<i>Nuphar lutea</i>	BR	312	\$	\$
D.1.8.4.50	<i>Nymphaea odorata</i>	BR	312	\$	\$
D.1.8.4.51	<i>Opuntia humifusa</i>	LN-4"	557	\$	\$
D.1.8.4.52	<i>Panicum hemitomon</i>	BR	1,092	\$	\$
D.1.8.4.53	<i>Persea barbonia</i>	3-Gal	11	\$	\$
D.1.8.4.54	<i>Pinus clausa</i>	3-Gal	47	\$	\$
D.1.8.4.55	<i>Pinus elliotii var. densa</i>	3-Gal	181	\$	\$
D.1.8.4.56	<i>Pinus palustris</i>	3-Gal	103	\$	\$
D.1.8.4.57	<i>Pithecellobium unguis-cati</i>	1-Gal	5	\$	\$
D.1.8.4.58	<i>Pityopsis graminifolia</i>	LN-4"	557	\$	\$
D.1.8.4.59	<i>Pontederia cordata</i>	BR	1,580	\$	\$
D.1.8.4.60	<i>Psychotria nervosa</i>	1-Gal	21	\$	\$
D.1.8.4.61	<i>Quercus chapmanii</i>	1-Gal	35	\$	\$
D.1.8.4.62	<i>Quercus geminata</i>	3-Gal	62	\$	\$

BIDDER (FIRM NAME): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM**  
**(submit in triplicate)**  
**IFB# 12-0441-DS**  
**PERICO PRESERVE HABITAT RESTORATION**  
**450 Calendar Days Completion**

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)
D.1.8.4.63	<i>Quercus laurifolia</i>	3-Gal	11	\$	\$
D.1.8.4.64	<i>Quercus minima</i>	1 Gal	140	\$	\$
D.1.8.4.65	<i>Quercus myrtifolia</i>	1-Gal	35	\$	\$
D.1.8.4.66	<i>Quercus virginiana</i>	3-Gal	62	\$	\$
D.1.8.4.67	<i>Quercus virginiana</i>	7-Gal	196	\$	\$
D.1.8.4.68	<i>Rhynchospora colorata</i>	BR	1,092	\$	\$
D.1.8.4.69	<i>Rhynchospora spp.</i>	BR	690	\$	\$
D.1.8.4.70	<i>Rudbeckia hirta</i>	LN-4"	368	\$	\$
D.1.8.4.71	<i>Sabal palmetto</i>	3-Gal	253	\$	\$
D.1.8.4.72	<i>Sagittaria lancifolia</i>	BR	1,580	\$	\$
D.1.8.4.73	<i>Saururus cernuus</i>	BR	247	\$	\$
D.1.8.4.74	<i>Schoenoplectus robustus</i>	LN 2"	979	\$	\$
D.1.8.4.75	<i>Schoenoplectus tabernaemontani</i>	BR	1,193	\$	\$
D.1.8.4.76	<i>Serenoa repens</i>	3-Gal	483	\$	\$
D.1.8.4.77	<i>Sideroxylon tenax</i>	1-Gal	9	\$	\$
D.1.8.4.78	<i>Solidago sempervirens</i>	LN 2"	1,289	\$	\$
D.1.8.4.79	<i>Solidago sempervirens</i>	LN-4"	537	\$	\$
D.1.8.4.80	<i>Sophora tomentosa var. truncata</i>	1-Gal	9	\$	\$
D.1.8.4.81	<i>Sorghastrum secundum</i>	LN-4"	147	\$	\$
D.1.8.4.82	<i>Spartina alterniflora</i>	BR	184	\$	\$
D.1.8.4.83	<i>Spartina bakeri</i>	BR	2,583	\$	\$

BIDDER (FIRM NAME): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID FORM**  
**(submit in triplicate)**  
**IFB# 12-0441-DS**  
**PERICO PRESERVE HABITAT RESTORATION**  
**450 Calendar Days Completion**

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (\$)	EXTENDED PRICE (\$)
D.1.8.4.84	<i>Spartina bakeri</i>	LN-4"	533	\$	\$
D.1.8.4.85	<i>Spartina patens</i>	LN 2"	1,933	\$	\$
D.1.8.4.86	<i>Sporobolus virginicus</i>	LN 2"	1,933	\$	\$
D.1.8.4.87	<i>Thalia geniculata</i>	BR	529	\$	\$
D.1.8.4.88	<i>Trichostema dichotomum</i>	LN-4"	287	\$	\$
D.1.8.4.89	<i>Tripsacum dactyloides</i>	LN-4"	178	\$	\$
D.1.8.4.90	<i>Vaccinium myrsinites</i>	LN-4"	647	\$	\$
D.1.8.4.91	<i>Yucca aloifolia</i>	1-Gal	9	\$	\$
D.1.8.4.92	<i>Zamia pumila</i>	LN-4"	368	\$	\$
D.1.8.4.93	<i>Zanthoxylum clava-herculis</i>	1-Gal	9	\$	\$
D.1.8.4.94	<i>Zanthoxylum fagara</i>	1-Gal	30	\$	\$
D.1.8.5	Direct Seeding	AC	22.72	\$	\$
	<b>DISCRETIONARY AMOUNT</b>				
	Discretionary Amount	LS	1	\$	<b>\$79,920.00</b>
	<b>PROJECT TOTAL</b>				<b>\$</b>

**SCHEDULING NOTE:** Contractor shall mobilize and start within 10 days of the Notice to Proceed, and to be completed on or before May 31, 2012. Wetland plantings shall begin on June 1, 2012 and be completed on or before July 1, 2012. Direct seeding application where specified shall begin on December 1, 2012 and must be completed on or before February 1, 2013. Upland plantings that are to occur in areas of direct seeding shall begin on June 1, 2012 and be completed on or before July 1, 2013.

BIDDER (FIRM NAME): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**SWORN STATEMENT  
THE FLORIDA TRENCH SAFETY ACT**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with IFB No. #12-0441-DS
2. This Sworn Statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and, if applicable, its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.
3. Name of individual signing this Sworn Statement is: \_\_\_\_\_, Whose relationship to the above entity is: \_\_\_\_\_.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated the following costs for compliance with the applicable standards:

<u>Trench Safety Measure (Description)</u>	<u>Units of Measure (LF, SY)</u>	<u>Unit Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
a. _____	_____	_____	\$ _____	_____
b. _____	_____	_____	\$ _____	_____
c. _____	_____	_____	\$ _____	_____
d. _____	_____	_____	\$ _____	_____

7. The undersigned intends to comply with these standards by instituting the following procedures:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED, in submitting this Bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this project.

\_\_\_\_\_  
(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**(Impress official seal)**

Notary Public, State of Florida: \_\_\_\_\_

My commission expires: \_\_\_\_\_



SECTION 00430  
**CONTRACTOR'S QUESTIONNAIRE**  
(Submit in Triplicate)

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

**THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID/QUOTE.**

1. LICENSE #: \_\_\_\_\_  
License Issued to \_\_\_\_\_  
COMPANY'S NAME: \_\_\_\_\_  
\_\_\_\_\_  
CO. PHYSICAL ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_  
\_\_\_\_\_ STATE of INCORPORATION, IF APPLICABLE) \_\_\_\_\_ (ZIP CODE)  
(\_\_\_\_\_) \_\_\_\_\_ TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ FAX  
EMAIL ADDRESS: \_\_\_\_\_

2. Bidding as an individual \_\_\_ a partnership: \_\_\_ a corporation; \_\_\_ a joint venture \_\_\_

3. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Your organization has been in business (under this firm's name) as a  
\_\_\_\_\_  
\_\_\_\_\_

for how many years? \_\_\_\_\_ Is this firm in bankruptcy? \_\_\_\_\_

**The Awarded Contractor must have three (3) years experience with experience demonstrated by a minimum of three projects completed within the past five years in this type of construction which is the subject of this IFB to be considered for award.**

\_\_\_\_\_ **Years holding a Certified General Contractors License**  
\_\_\_\_\_ **Years experience performing this type of project.**

BIDDER: \_\_\_\_\_

Has license ever been suspended, revoked, removed or under investigation?

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5. Describe and give the date and County of the last three government or private mitigation bank work of similar scope you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity), include contact name and phone number. Provide the Budget, Actual Cost, Size and Summary of Work for each project. "Attach additional pages as necessary".

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6. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

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7. Have you ever failed to complete work awarded to you? Or provide projects not completed within contract time. If so, state when, where (Contact name, address, phone number) and why?

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8. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

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BIDDER: \_\_\_\_\_

9. Name three individuals, governmental entities, or corporations for which you (Bidding Entity) have performed similar work and to which you refer. Include contact name and phone number: Attach a written narrative regarding strategy for obtaining and installing plant material (including direct seeding) in order to demonstrate a sufficient understanding of the relatively complex nature the planting specified for this project.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

10. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities?

Have you visited the site (s)? \_\_\_\_\_  
Provide date/ (s) of site visit: \_\_\_\_\_

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11. What specific physical conditions, including, but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

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12. Will you subcontract any part of this Work? If so, describe which major portion(s):

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13. If any, list (with contract amount) WBE/MBE to be utilized:

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BIDDER: \_\_\_\_\_

14. What equipment do you own to accomplish this Work? (A listing may be attached)

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15. What equipment will you purchase/rent for the Work? (Specify which)

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16. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

Name, address and phone number of Surety's resident agent for service of process in Florida:

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Phone: (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

BIDDER: \_\_\_\_\_

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

**SWORN STATEMENT PURSUANT TO ARTICLE 6,  
MANATEE COUNTY PURCHASING CODE**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the Manatee County Board of County Commissioners by

\_\_\_\_\_ [Print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_ [print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include

the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Cont'd.)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

SECTION 00500  
FORM OF AGREEMENT  
BETWEEN THE  
COUNTY OF MANATEE, FLORIDA  
AND THE CONTRACTOR AS IDENTIFIED BELOW  
ON THE BASIS OF A STIPULATED UNIT COST CONTRACT PRICE

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the state of Florida, hereinafter referred to as the "OWNER" and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Phone: (    ) \_\_\_\_\_

**Article 1. WORK**

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. 12-0441-DS Perico Preserve Habitat Restoration Plan in strict accordance with Contract Documents and any duly authorized subsequent addenda thereto, all of which are made a part hereof.

**Article 2. ENGINEER**

The County of Manatee, Natural Resources Department, is responsible as the OWNER and WilsonMiller Stantec hereinafter referred to as "ENGINEER," designed this project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of the OWNER'S project management team which is collectively responsible in ensuring the Work is completed in accordance with the Contract Documents.

All communication involving this project will be addressed to Mr. Max Dersch Natural Resources Department and to WilsonMiller Stantec. All invoicing will be addressed to the attention of Mr. Max Dersch, (address noted below) with invoice copies sent to Mr. Michael Burton, P.E. of WilsonMiller Stantec.

County of Manatee  
Natural Resource Department  
Attention: Mr. Max Dersch  
IFB# 12-0441-DS  
Project Manager  
415 10<sup>th</sup> Street West  
Bradenton Florida 34205  
Phone (941) 737-1743

WilsonMiller Stantec  
Project Manager  
Attn: Mr. Michael Burton, P.E.  
IFB# 12-0441-DS  
1777 Tamiami Trail, Suite 206  
  
Port Charlotte, Florida 33948  
Phone (941) 255-0655

Where the terms ENGINEER and/or OWNER are used in the Contract Documents, it shall mean the OWNER'S project management team.

### **Article 3. CONTRACTOR'S REPRESENTATIONS**

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

- 3.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 3.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 3.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.



- 3.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities conducted by the CONTRACTOR will be done at the CONTRACTOR'S expense.
- 3.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 3.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 3.7 CONTRACTOR shall schedule and perform the Work subject to OWNER'S approval and shall hold OWNER harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with the OWNER.

#### **Article 4. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 4.1 This Agreement and Bid Document **IFB#12-0441-DS**
- 4.2 Performance and/or other Bonds and Insurance Certificate(s)
- 4.3 Drawings (attached by reference)
- 4.4 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 4.5 CONTRACTOR'S Bid Form and any other information submitted by Contractor prior to Notice of Award.

- 4.6 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.
- 4.7 The documents listed in paragraphs above are attached to this Agreement (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 4.

## **Article 5.**

### **MISCELLANEOUS**

- 5.1 Terms used in this Agreement are defined in Article 1 of the General Conditions.
- 5.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 5.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

The OWNER will pay, and the CONTRACTOR will accept in full consideration for the performance of the Work (IFB No. #12-0441-DS, Perico Preserve Habitat Restoration Plan) subject to additions and deductions as provided therein, the sum of Dollars and xxxxxxxxxxxxxx Cents (\$ xxxxxxxxxxxxxx ) for Bid " X " based on Completion Time of xxx calendar days and the sum of \$XXXXXX as liquidated damages for each calendar day of delay.

**Contractor**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MANATEE COUNTY GOVERNMENT**

BY: \_\_\_\_\_ For the County  
Signature

Melissa Assha, Purchasing Official  
Name and Title of Signer

Date: \_\_\_\_\_

SECTION 00700  
GENERAL CONDITIONS

ARTICLE I - DEFINITIONS

Whenever used in the Bid Documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

Addendum - Written or graphic instruments issued prior to the opening of bids which clarify or change the bidding documents or the contract documents.

Agreement - The written Agreement between Owner and Contractor covering the Work to be performed; other contract documents are attached to the Agreement and made a part thereof as provided therein.

Written Amendment - A written amendment of the contract documents, signed by Owner and Contractor on or after the effective date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly work related aspects of the contract documents.

Application for Payment - The form accepted by Project Representative which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the contract documents.

Award - Acceptance of the bid from the person, firm, or corporation which in the Owner's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Manatee County Code of Laws.

Bid - The offer of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - One who submits a bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

Bidding Documents - Consists of the Invitation For Bid, which includes but is not limited to: the bid form, drawings, technical specifications, terms and conditions, and the proposed contract documents (including all Addenda issued prior to receipt of bids); and becomes a part of the Agreement.

Bonds - Performance and payment bonds and other instruments of security.

Change Order - A document recommended by Project Representative which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the contract price or the contract time, issued on or after the effective date of the Agreement.

Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

Contract Documents - The Agreement, Addenda (which pertain to the contract documents), Contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the Notice of Award), the bonds, the specifications and the drawings, together with all amendments, modifications and supplements issued on or after the effective date of the Agreement.

Contract Price - The monies payable by Owner to Contractor under the contract documents as stated in the Agreement.

Contract Time - The number of days or the date stated in the Notice to Proceed for the completion of the Work.

Contractor - The person, firm or corporation with whom Owner has entered into an Agreement.

Days - All references to days are to be considered calendar days except as specified differently.

Defective - An adjective which when modifying the work refers to work that is unsatisfactory, faulty or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the contract documents, or has been damaged prior to Project Representative's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner).

Discretionary - Payment for all work that shall be made only at the Owner's discretion in order to satisfactorily complete the project in accordance with the Plans and Specifications.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the bidding and contract documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective (date of execution).

Excusable Delay - Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Field Order - A written order issued by Project Representative which orders minor changes in the Work, but which does not involve a change in the contract price or the contract time.

Inexcusable Delay - Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor.

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the contract time.

Notice of Award - The written notice to the successful bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Manatee County Purchasing Code of Law, Chapter 2-26, Manatee County Purchasing Ordinance.

Notice of Intent to Award - The written notice to the apparent low bidder stating Award has been recommended with final Award to be authorized by the Board of County Commissioners.

Notice to Proceed - Written notice by Owner (after execution of contract) to Contractor fixing the date on which the contract time will commence to run and on which Contractor shall start to perform (ten (10) days from date of such notice) Contractor's obligations under the contract documents.

Owner - Manatee County, Florida, Board of County Commissioners.

Preconstruction Conference - Prior to starting the Work, a meeting scheduled by Owner with Contractor to review the Work schedules, to establish procedures for handling shop drawings and other submissions, for processing periodical pay estimates, and such other matters as may be pertinent to the project.

Prejudicial Delay - Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the contract time unless the Work is accelerated.

Pre-operation Testing - All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the work have been properly constructed and do operate in accordance with the contract documents for their intended purposes.

Project - The total construction of which the Work to be provided under the contract documents may be the whole or a part as indicated elsewhere in the contract documents.

Project Representative - The authorized representative of Owner who is assigned to the project or any part thereof.

Schedule of Values – Unit Prices shall be established for this contract by the submission of a schedule of values. The Contractor shall submit a Schedule of Values within ten days of Notice to Proceed date. The Schedule shall include quantities and prices of items equaling the Total Bid Price and will subdivide the Work into components parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual or corporation having a direct contact with Contractor or with any other subcontractor for the performance of a part of the Work at the site. Such person or firm has contractual relations with the Contractor, not with the Owner.

Substantial Completion - The Work (or a specified part thereof) has progressed to the point when, in the opinion of the Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete in accordance with contract documents so that the work can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due.

Successful Bidder - The lowest qualified, responsible and responsive bidder to whom an award is made.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments and any encasement containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

Work Directive Change - A written directive to contractor, issued on or after the effective date of the Agreement and signed by Owner and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A work directive change may not change the contract price or the contract time; but is evidence that the parties expect that the change directed or documented by a work directive change will be incorporated in a subsequently issued change order following negotiations by the parties as to its effect, if any, on the contract price or contract time.

## ARTICLE 2 - PRELIMINARY MATTERS

Computation of Time: When time is referred to in the contract documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

- 2.1 The Contractor must submit a proposed schedule of the Work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of the contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Owner, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.
- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. The contract time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the notice to proceed, but no work shall be done at the site prior to the date on which the contract time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the Owner as insufficient or improper for securing the quality of work required or the required rate of progress, the Owner may order the Contractor to increase his efficiency or to improve the character of his work and the Contractor shall conform to such an order. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Owner from his obligation to secure the quality of work or the rate of progress necessary to complete the Work within the limits imposed by the contract. The Owner may require the Contractor to remove from the Work such employees as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the Owner's interest.
- 2.4 The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.



## ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, RE-USE

- 3.1 The contract documents comprise the entire Agreement between Owner and Contractor concerning the work. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with the laws and ordinances of the State of Florida and Manatee County.

Should a conflict exist within the contract documents, the precedence in ascending order of authority are as follows: 1) Standard Printed Contract Documents, 2) Special Conditions, 3) General Conditions and 4) Drawings.,  
Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the contract documents. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.

- 3.3 The contract documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.3.1 A Formal Written Amendment
- 3.3.2 A Change Order
- 3.3.3 Administrative Contract Adjustment (ACA)
- 3.3.4 A Work Directive Change

- 3.4 In addition, the requirements of the contract documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:

- 3.4.1 Discretionary Work – Field Directive
- 3.4.2 Engineer's approval of a Shop Drawing or sample.

**ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES**

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Engineer (at least 72 hours in advance).
- 4.2.1 Contractor shall pay for all additional engineering charges to the Owner for any overtime work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the contract documents.
- 4.5 Contractor shall be fully responsible to Owner for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any monies due any such subcontractor, supplier or other person or organization.

- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the work and other persons and organizations who may be affected thereby;
  - 4.9.2 all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
  - 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed.

- 4.10 **Emergencies:** In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If Owner determines that a change in the contract documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the bid, but submitted after the effective date of the Agreement, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner/Engineer and Contractor shall have access to any available float time in the construction schedule. In the event that substitute materials or equipment not included as part of the bid, but proposed after the effective date of the agreement, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate change order executed.
- 4.11.1 If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the contract documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a change order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 4.11.3 Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Agreement and all costs resulting from any delays in the work while the substitute was undergoing review.

- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the work and all other matters which can in any way affect the work under this contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the contract documents. No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

#### ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 Owner shall furnish the data required of Owner under the contract documents promptly and shall make payments to the Contractor within a reasonable time (no more than 20 days) after the Work has been accepted by the Owner. The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the contract documents shall be determined by the Owner/Engineer. Standard County forms shall be utilized.
- 5.2 The Owner shall provide the lands upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

- 5.3 The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

#### ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Without invalidating the Agreement and without notice to any surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a change order, or a work directive change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the contract documents as amended, modified and supplemented.
- 6.3 Owner and Contractor shall execute appropriate change orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the contract price or contract time for the proposed change. Engineer shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

#### ARTICLE 7 - CHANGE OF CONTRACT PRICE

- 7.1 The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the contract price.

- 7.2 The contract price may only be changed by change order or by a written amendment. Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways (at Owner's discretion):
- 7.3.1 Where the Work involved is covered by unit prices contained in the contract documents, cost will be determined by application of such unit prices to the quantities of the items involved.
- 7.3.2 By mutual acceptance of lump sum.
- 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either Owner or Contractor may make a claim for an adjustment in the contract price. The unit price of an item of unit price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of unit price Work amounts to 5% or more of the contract price and the variation in the quantity of the particular item of unit price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and
- 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
- 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
- 7.4.4 If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or
- 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of unit price Work performed.

**ARTICLE 8 - CHANGE OF CONTRACT TIME**

- 8.1 Contract time may only be changed by a change order or a written amendment. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.
- 8.2 The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional work; or to fires, floods, epidemics, abnormal weather conditions or acts of God.
- 8.3 All time limits stated in the contract documents are of the essence.

**ARTICLE 9 - WARRANTY, TEST/INSPECTION, CORRECTION**

- 9.1 Contractor warrants (for a minimum period of three (3) years or as otherwise stated herein) and guarantees to Owner that all work will be in accordance with the contract documents and will not be defective; that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner).
- 9.2 If any work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the contract documents.
- 9.3 If the work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, Owner may order Contractor to stop the work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the contract time and the recovery of delay damages due to correcting or removing defective work.



- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective work, or fails to perform the work in accordance with the contract documents, or fails to comply with any other provision of the contract documents, Owner may correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct, indirect and costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a change order will be issued incorporating the necessary revisions.
- 9.3.2 If within three years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work or if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

#### ARTICLE 10 - SUSPENSION/TERMINATION OF WORK

- 10.1 Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which work will be resumed. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.2 Owner may terminate the contract if Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to the bankruptcy or insolvency; if a petition is filed against the Contractor under any chapter of the Bankruptcy Code or similar relief under any other federal or state law; if Contractor persistently fails to perform the work in accordance with the contract documents; if Contractor disregards laws or regulations of any public body having jurisdiction or the Engineer; or otherwise violates in any substantial way any provisions of the contract.

10.2.1 Owner may, after giving Contractor (and the surety, if there is one) seven (7) days written notice and to the extent permitted by laws and regulations, terminate the services of Contractor; exclude Contractor from the site and take possession of the work and of all Contractor's tools, construction equipment and machinery at the site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner and incorporated in a change order; but in finishing the work, Owner shall not be required to obtain the lowest figure for the work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

10.3 If, through no act or fault of Contractor, the work is suspended for a period of more than ninety (90) days by Owner or under an order of court or other public authority, or Engineer fails to act on any application or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon seven (7) days written notice to Owner terminate the Agreement and recover from Owner payment for all work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Engineer has failed to act on any application of payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Owner stop the work until payment of all amounts then due.

#### ARTICLE 11 - CONTRACT CLAIMS

11.1 The rendering of a decision by Engineer with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the contract documents or by laws or regulations in respect of any such claim, dispute or other matter. No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which Owner/Engineer has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in Engineer's decision being final and binding on the Contractor. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

- 11.2 Before bringing any action in court pertaining to any claim, dispute or other matter in question(s) arising out of or relating to the contract documents or the breach thereof, or Engineer's final decision, except for claims which have been waived by the making and acceptance of final payment, the Contractor shall first submit written notice(s) of contract claims to the Purchasing Official for a decision; within the earlier of sixty (60) days after the last date on which the contractor provided any goods or services required by the contract or after the date on which the contractor knew or should have known such a claim existed. The Manatee County Code of Law section 2-26-63 Contract Claims details the requirements and process for such a claim.

#### ARTICLE 12 - RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 Resident Project Representative is Engineer/Owner's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with Owner/Engineer regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall, in general, be only with the Owner/Engineer and Contractor and dealings with subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by Contractor and consult with Owner/Engineer concerning their acceptability.
  - 12.2.2 Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Engineer and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
  - 12.2.3 Serve as Owner/Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. As requested by Owner/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work.
  - 12.2.4 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor and notify Owner/Engineer of their availability for examination.
  - 12.2.5 Advise Owner/Engineer and Contractor or his superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the Owner/Engineer.
  - 12.2.6 Conduct on-site observations of the work in progress to assist Owner/Engineer in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.

- 12.2.7 Report to Owner/Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approvals required or if work has been damaged prior to final payment; and advise Owner/Engineer when he believes work should be corrected or rejected or should be uncovered of observation or requires special testing, inspection or approval.
- 12.2.8 Verify that tests, equipment and system start-ups and operating and maintenance instructions are conducted as required by the contract documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- 12.2.9 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Engineer.
- 12.2.10 Transmit to Contractor, Owner/Engineer's clarifications and interpretations of the contract documents.
- 12.2.11 Consider and evaluate Contractor's suggestions or modifications in drawings or Contract Documents and report them with recommendations to Owner/Engineer.
- 12.2.12 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Owner/Engineer's clarifications and interpretations of the contract documents, progress reports and other project related documents.
- 12.2.13 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Owner/Engineer.
- 12.2.14 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 12.2.15 Furnish Owner/Engineer periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- 12.2.16 Consult with Owner/Engineer in advance of scheduling major tests, inspections or start of important phases of the work.
- 12.2.17 Report immediately the occurrence of any accident.

- 12.2.18 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 12.2.19 During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed, and deliver this material to Owner/Engineer for his review prior to final acceptance of the work.
- 12.2.20 Before Owner/Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 12.2.21 Conduct final inspection in the company of Owner/Engineer and Contractor and prepare a final list of items to be completed or corrected.
- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to Owner/Engineer concerning acceptance.
- 12.3 Except upon written instructions of Owner/Engineer, Resident Project Representative.
  - 12.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment;
  - 12.3.2 Shall not exceed limitations on Owner/Engineer's authority as set forth in the contract documents;
  - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's Superintendent, or expedite the work;
  - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents;
  - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work;
  - 12.3.6 Shall not authorize Owner to occupy the project in whole or in part; and
  - 12.3.7 Shall not participate in specialized field or laboratory tests.

**ARTICLE 13 - APPRENTICES**

13.1 If Successful Contractor employees Apprentices, he shall be governed and comply with the provisions of Florida State Statute 446.011.

NOTE: The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract shall be determined by the Owner. Standard County forms shall be utilized.

**END OF SECTION**

**LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE**

Cut along the outside border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

**LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE**

**SEALED BID - DO NOT OPEN**

**CONTRACTOR:** \_\_\_\_\_  
**SEALED BID NO:** 12-0441-DS  
**BID TITLE:** Perico Preserve Habitat Restoration Plan  
**DUE DATE/TIME:** DECEMBER 22, 2011 @ 9:00 AM

**SECTION 00100**  
**BID SUMMARY**

**D.01 THE WORK (continued)**

Construction and records drawings are required of the successful bidder and shall fully meet the requirements of all current federal, state and county laws, rules, regulations and standards, with the most stringent applying.

The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the County.

The Contractor is responsible for any work and incidentals involved in obtaining any and all required permits. The Contractor shall furnish and install all materials, equipment and labor which are reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.

Contractor shall mobilize and start within 10 days of the Notice to Proceed, and to be completed on or before May 31, 2012. Wetland plantings shall begin on June 1, 2012 and be completed on or before July 1, 2012. Direct seeding application where specified shall begin on December 1, 2012 and must be completed on or before February 1, 2013. Upland plantings that are to occur in areas of direct seeding shall begin on June 1, 2012 and be completed on or before July 1, 2013.

**D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS**

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by the County for each bid item from any of the Bidders; and the Bidder shall respond within five days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the Notice of Award is given, request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

If apparent successful Bidder declines to make any such substitution, County may award the contract to the next lowest qualified Bidder that proposes to use acceptable subcontractors, suppliers, and other persons who County does not make written objection to Contractor shall not be required to employ any subcontractor, supplier, other person or organization who Contractor has reasonable objection to.



**BID SUMMARY**  
**IFB# 12-0441-DS**  
**PERICO PRESERVE RESTORATION**

**D.1 THE WORK**

The work included in this contract consists of the construction associated with the implementation of a habitat restoration project at the Perico Preserve as shown on the Construction Plans prepared by WilsonMiller Stantec dated June 2011 (Contract Drawings).

The work includes earthwork, surveying, best management practices, drainage structures, planting of native plant species using nursery-grown plants and seeding, control and maintenance of nuisance and exotic vegetation, and maintenance of installed plants.

It shall be the contractor's responsibility to obtain and/or verify existence of all necessary permits prior to commencing construction. The contractor shall be responsible for obtaining any permits not furnished by owner and the costs should be reflected in the contractor's bid.

The information provided in the Contract Drawings and this Bid Summary is solely to assist the contractor in assessing the nature and extent of the conditions that may be encountered during the completion of the work. Prior to bidding, all contractors are directed to conduct any necessary investigations to arrive at their own conclusions regarding the actual conditions that may be encountered and shall base their bids on those conclusions.

The work consists of all items as indicated on the Contract Drawings plus those items of construction not indicated but considered normal, necessary, and usual in the construction industry for construction of a project of this scope.

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications, and as shown on the Contract Drawings.

The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required because of damages caused prior to acceptance by the County.

Contractor shall mobilize and start within 10 days of the Notice to Proceed, and to be completed on or before May 31, 2012. Wetland plantings shall begin on June 1, 2012 and be completed on or before July 1, 2012. Direct seeding application where specified shall begin on December 1, 2012 and must be completed on or before February 1, 2013. Upland plantings that are to occur in areas of direct seeding shall begin on June 1, 2012 and be completed on or before July 1, 2013.

**D.1.1 MOBILIZATION**

**D.1.1.1 DESCRIPTION OF WORK**

Mobilization shall begin no later than January 20, 2012. The work included under this section consists of the preparatory work and operations in mobilizing to begin work on the project. This may include those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, safety equipment and first aid supplies, and sanitary and other facilities/utilities. This item also includes demobilization of all equipment, personnel, supplies and incidentals from the project site upon final completion.

**D.1.1.2 PAYMENT**

All work specified under this section shall be paid for under the Lump Sum Pay Item and in accordance with the following schedule:

<b>Percent of Total Contract Amount Earned</b>	<b>Allowable Percent of the Lump Sum Price for Mobilization</b>
5	25
10	50
25	75
100	100

**D.1.2 CONSTRUCTION SURVEYING AND STAKEOUT**

**D.1.2.1 DESCRIPTION OF WORK**

The work included under this section includes all survey related services needed to complete the construction of the project. The Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to the County to perform survey functions on this project. The Contractor shall provide the name, address, and telephone number of the surveyor before starting survey work.

The surveyor shall maintain a complete and accurate log of control and survey work as it progresses. Contractor shall locate and protect survey control and reference points prior to starting work.

Surveyor shall establish a minimum of two permanent benchmarks on-site, referenced to established control points. The benchmark locations, with horizontal and vertical data, shall be provided on project documents. Surveyor shall sign field notes or keep duplicate field notes.

Upon completion of finished grading and prior to initiation of seeding and or planting within the areas to be planted, the Contractor's surveyor shall provide as-built project drawings and CAD file of the finished grade elevations of the Wetland Creation Areas and Upland Fill Areas (with spot elevations of the top of bank, break points, and toe of slope at a minimum) to the Engineer and the County for review.

**D.1.2.2 PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Item: CONSTRUCTION SURVEYING AND STAKEOUT Section of the bid form.

**D.1.3 EROSION AND TURBIDITY CONTROL**

**D.1.3.1 DESCRIPTION OF WORK**

The work included under this section consists of furnishing all necessary labor, equipment, tools and materials associated with erosion and turbidity control needed throughout the construction of the project including the construction entrance. Contractor shall be responsible to erect all required erosion control devices (BMPs) prior to the start of construction. Prior to the installation of the erosion control devices, the Contractor shall contact the Manatee County Building and Development Services Department - Environmental Planning Division to schedule and confirm the required inspections of the erosion control devices for the project.

The Contractor shall re-establish, at no additional expense to the County, all erosion and turbidity control, or sections thereof, which may become damaged, destroyed or otherwise rendered unsuitable for their intended function during the construction of the project. The Contractor shall, at their expense, provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted. If such erosion control features must be reconstructed due to the Contractor's negligence or carelessness or, in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features as scheduled, such replacement shall be at the Contractor's own expense. The work specified under this Section shall include the installation, re-establishment and maintenance of all required erosion and turbidity control devices, all other work required to minimize turbidity in downstream waters, and the removal of all such temporary erosion control facilities upon completion of the project.

**D.1.3.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items listed under the EROSION AND TURBIDITY CONTROL section of the bid form at the indicated schedule:

- ITEM    D.1.3.1.1      Staked Silt Fence
- ITEM    D.1.3.1.2      Floating/Staked Turbidity Barrier
- ITEM    D.1.3.1.3      Construction Entrance

**D.1.4      DRAINAGE STRUCTURES**

**D.1.4.1      DESCRIPTION OF WORK**

The work included in this section shall consist of the removal and proper disposal of existing drainage culverts and furnishing all labor, materials, and testing necessary to complete the installation of Rip-Rap Section B-B, Rip-Rip Section W-W, Structure Str#1-Culvert-STR#2, and Structure Str#3-Culvert-Str#4-Culvert-Str#5 per the Contract Drawings.

The rip-rap shall consist of broken rock or stone locally available. The material shall be of sufficient hardness so as not to break or crumble while loading or placing, similar to the cap rock stratum found in southwest Florida. The pieces shall be roughly angular and shall be reasonable free from thin, flat, or elongated pieces. Recycled concrete is not acceptable.

**D.1.4.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items under the DRAINAGE STRUCTURE section of the bid form at the indicated schedule:

- ITEM D.1.4.1.1    Culvert Removal & Disposal
- ITEM D.1.4.1.2    Type "C" Inlet
- ITEM D.1.4.1.3    4:1 MES
- ITEM D.1.4.1.4    18" CPP
- ITEM D.1.4.1.5    Rock Rip-rap.

**D.1.5      TREATED BIOMASS REMOVAL**

**D.1.5.1      DESCRIPTION OF WORK**

The work included under this section consists of removal of previously treated dead biomass (piled and standing) from all areas of the site visible from the interior uplands, excluding spoil maintenance areas and upland islands within the existing mangroves. Any soil disturbances shall be repaired by the Contractor to design elevations.

Unless otherwise stated in the Contract Documents, burning may be permitted within the project limits provided the burning operation complies with all applicable laws, ordinances, and other regulatory agency rules. All permits required shall be obtained by the Contractor prior to the start of burning and all permit regulations shall be strictly adhered to. All burning shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed. Material/debris not burned on-site shall be removed by the Contractor.

**D.1.5.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Items listed under the TREATED BIOMASS REMOVAL section of the bid form.

**D.1.6      EARTHWORK**

**D.1.6.1      CLEARING AND GRUBBING**

**D.1.6.1.1      DESCRIPTION OF WORK**

The work included under this section consists of clearing and grubbing within all areas that will be cut or filled to elevations above or below pre-construction grade at project completion.

All trees, brush, stumps, grass, roots, and other such protruding objects shall be removed and disposed of by the Contractor. Also remove any other existing facilities or debris not required to remain or to be salvaged that is necessary to prepare the area for the proposed construction. The Contractor shall notify all utility companies or utility owners (both public and private) of their intent to perform such work and shall coordinate field locations of utility lines prior to commencement of construction. The Contractor shall obtain all permits/approvals necessary for disposal at their expense.

All roots, stumps, and debris protruding through or appearing on the surface of the completed excavation shall be removed or cut off below the excavated surface. Any boulders laying on the top of the existing surface or otherwise encountered during the clearing and grubbing shall be removed and disposed of off-site by the Contractor. Boulders and large stumps may be placed on site to enhance habitat creation areas at the direction of and with prior approval by the Project Ecologist.

Unless otherwise stated in the Contract Documents, burning may be permitted within the project limits provided the burning operation complies with all applicable laws, ordinances, and other regulatory agencies. All permits required shall be obtained by the Contractor prior to the start of burning and all permit regulations shall be strictly adhered to. All burning shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed. Material/debris not burned on-site shall be removed by the Contractor.

**D.1.6.1.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Items under the EARTHWORK section of the bid form.

## **D.1.6.2      EXCAVATION AND MOUNDING**

### **D.1.6.2.1      DESCRIPTION OF WORK**

The work included under this section consists of excavation, ditch filling, and mounding to occur within the habitat improvement areas of this site as shown on the Contract Drawings.

In order to preserve biologically active soils, the upper six (6) inches of topsoil within all areas that will be cut or filled shall be stockpiled separately for use in making finished grade. This does not apply to areas where the finished grade elevation is within six (6) inches of pre-construction grade. The wetland creation areas shall be over excavated by six (6) inches to accommodate for stockpiled or imported topsoil which will be added back to obtain finished grade.

The material utilized as topsoil shall be suitable for plant growth with normal water holding capacity. Topsoil shall be friable with a minimum of 1.5 percent organic component and free of rocks, hardpan, bedrock, accumulations of clay, or other unsuitable debris. Soil pH shall be normal for support of vegetative growth or have the ability to be adjusted to such. Contractor shall review the suitability of the topsoil with the Project Ecologist prior to placement.

Included in the excavation under this section are materials of whatever nature encountered within the required limits of excavation. Determination of sub-surface conditions and its effect on construction costs are the sole responsibility of the Contractor. Sub-surface conditions between soil borings that may be provided can vary greatly from those conditions found at the location where the sample was extracted.

Locating existing underground utilities shall be the responsibility of the Contractor. In the event of any utility conflict, the Contractor shall immediately inform the utility company, the County and the Engineer of the conflict. Contractor shall be responsible for the immediate repair of any utility lines damaged during construction. Contractor shall notify all utility companies or utility owners, both public or private of their intent to perform such work and coordinate field location of utility lines prior to commencement of construction.

Excavation shall consist of excavation of all material necessary for construction of the wetland creation areas according to the depths, dimensions, side slopes, and in the locations shown in the Contract Drawings. Mounding shall consist of placement of the suitable excavated material from the wetland creation areas necessary for construction of the upland fill areas according to the depths, dimensions, side slopes and in the locations shown in the Contract Drawings. It shall also include the stockpiling of excess excavated materials at an on-site location determined by the County and the disposal of unsuitable materials. Contractor shall be responsible for any investigation of sub-surface conditions and subsequent determination of the amount of rock, roots, and other materials to be incorporated into his price.

Disposal of Surplus Materials: Ownership of all suitable excavated materials shall be retained by the County unless otherwise stated in the plans or Contract Documents.

Disposal of Unsuitable Materials: Material such as silt, clay, or other deleterious materials shall be classified as "unsuitable" unless otherwise specified or classified by the Engineer. Unsuitable excavated material shall become the property of the Contractor to be disposed of outside the project limits. The cost of the disposal and furnishing the disposal area shall be included in the item requiring excavation and no additional compensation will be given. If a dispute arises over the classification of materials, the final determination shall be made by the Engineer.

**D.1.6.2.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Items under the EARTHWORK section of the bid form.

**D.1.6.3      FINISHED GRADING**

**D.1.6.3.1      DESCRIPTION OF WORK**

The work included under this section consists of all finished grading required to achieve the design elevations. As a final grading operation the surface of the earthwork shall be shaped to conform to the lines, grades, and contours shown on the plans. Hand dressing will be required in confined areas where equipment operation is restricted or where the equipment finished surface is unsatisfactory in the judgment of the Project Ecologist.

The Contractor shall take the necessary precautions to prevent erosion of the slopes before and after finish grading. Any erosion of whatever consequence shall be repaired at the expense of the Contractor until final acceptance of the project.

In final shaping of the surface of earthwork (a.k.a. finished grade), a tolerance of 0.1 foot above or below the plan elevations and contours will be allowed. Final grading will be field verified prior to any planting.

**D.1.6.3.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Items under the EARTHWORK section of the bid form.

**D.1.6.4      SPOIL BERM REMOVAL**

**D.1.6.4.1      DESCRIPTION OF WORK**

The work included under this section consists of removal at no greater than eleven sections of ditch spoil using a long reach backhoe or similar equipment with the intention of limiting damage to desirable vegetation to the extent possible. Removal areas are located within the existing mangrove swamp near uplands. The precise locations of this work will be coordinated between the Contractor and the Project Ecologist.

The Contractor shall take the necessary precautions to prevent erosion of the slopes before and after finish grading. Any erosion of whatever consequence shall be repaired at the expense of the Contractor until final acceptance of the project.

**D.1.6.4.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items under the EARTHWORK section of the bid form.

**D.1.6.5      SWALE CONSTRUCTION**

**D.1.6.5.1      DESCRIPTION OF WORK**

The work included under this section consists of the clearing and grubbing, excavation, hauling, finished grading, and sodding of all swales (approximately 1,050 linear feet) as indicated on the Contract Drawings. Swales are to be sodded using seashore paspalum (*Paspalum vaginatum*) sod.

**D.1.6.5.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items under the EARTHWORK section of the bid form.

**D.1.6.6      FILL EXISTING DITCHES**

**D.1.6.6.1      DESCRIPTION OF WORK**

The work included under this section consists of the filling of approximately 1,800 linear feet of existing ditches that are outside the limits of the Wetland Creation Areas as indicated on the Contract Drawings. The cost of this work shall include the hauling, placement, and compaction of all fill material. The finished grade shall be relatively flat and match the existing natural ground on either side of the existing ditches. Existing top soil can be removed from ditches prior to filling if needed.

**D.1.6.6.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items under the EARTHWORK section of the bid form.

**D.1.7      MISCELLANEOUS PERMITS AND BONDING**

**D.1.7.1      DESCRIPTION OF WORK**

The work included under this section includes obtaining any miscellaneous permits not furnished by the owner (including any required permit fees). These permits may include right-of-way use permits and burn permits, if required.

The Contractor shall also be responsible for the preparation and submittal of the NPDES permit and EPA Discharge Elimination Permit. The Contractor shall provide a Stormwater Pollution Prevention Plan to Engineer and the County prior to commencing construction. The Contractor shall be responsible for the implementation of the NPDES and related stormwater pollution prevention plan for the duration of the project.

In addition, the Contractor shall also obtain any required temporary dewatering permits through the Florida Department of Environmental Protection (FDEP), if required, and shall provide copies to the County and Engineer.

The Contractor shall have copies of all permits readily accessible on-site. The Contractor shall be responsible for adhering to all applicable permit conditions.

The cost of any bonds required by the County as part of this contract shall also be included under this section.

#### **D.1.7.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Item MISCELLANEOUS PERMITS AND BONDING section of the bid form.

### **D.1.8      PLANTING**

#### **D.1.8.1      DESCRIPTION OF WORK**

The work included under this section consists of the installation of native plants using nursery-grown plants and direct seeding. Planting will commence at the completion of earthwork to occur completed on or before May 31, 2012. Wetland plantings shall begin on June 1, 2012 and be completed on or before July 1, 2012. Direct seeding application where specified shall begin on December 1, 2012 and must be completed on or before February 1, 2013. Upland plantings that are to occur in areas of direct seeding shall begin on June 1, 2012 and be completed on or before July 1, 2013.

#### **D.1.8.2      PRODUCTS – NURSERY-GROWN PLANTS**

Contractor shall obtain all plant materials in the required quantities and sizes as depicted on Planting Schedules listed in the Construction Plans. All applicable container-grown plants shall meet minimum size and quality requirements of Florida No. 2 grade plant or better as specified by the Florida Department of Agriculture and Consumer Services (FDACS) in their publication "Grades and Standards for Nursery Plants". All plants must originate from local seed sources.

Plant specifications, including supplier, shall be provided to County prior to delivery. Contractor must provide the County or County's designee the opportunity to inspect the plant materials following delivery and prior to installation. Plants exhibiting poor growth characteristics or stress will not be accepted.

#### **D.1.8.3      PRODUCTS – NATIVE PLANT SEED**

Viable native plant seed for direct seeding shall be harvested in the State of Florida, within 100 miles north or south of the project site. Seed mixtures depicted on the Contract Drawings refer to commercially available materials. Refer to <http://floridawildflowers.com/pages/Bulk-Seeds-Available.html>.

Seed mixtures shall contain less than 1% by exotic or weedy species and greater than 80% of seeds in seed mixtures shall be viable when applied. Seed mix substitutions will only be accepted due to a lack of availability of specified seed mixtures and must be proven viable and diverse in species composition by the client prior to acceptance.



**D.1.8.4 EXECUTION – NURSERY-GROWN PLANT INSTALLATION**

Plants are to be installed no later than twenty-four (24) hours after delivery to the site or provisions shall be made to keep them shaded and watered until installation. It is expected that much of the nursery grown material specified for this project will be contract grown specifically for this project. The Contractor shall make all prior arrangements necessary to secure planting materials and ensure that the specified size/plant maturity of plants coincides with the scheduled planting event. Planting will occur in stages. All areas not undergoing direct seeding can be planted at the completion of earthwork. Areas undergoing direct seeding will be planted with nursery-grown material after establishment of seeded species.

For herbaceous and shrub plants up to three (3) gallon container:

1. Excavate planting hole to sufficient width and depth to allow roots to spread.
2. Backfill with excavated soil or similar soil.
3. Ensure soil is placed around roots to eliminate air pockets and leave slight depression around base of plant to hold water. Water with a minimum of three (3) gallons of water immediately following planting.

For seven (7) gallon container trees:

1. All trees shall be installed in accordance with ANSI A300 Standards, specifically Section 63.
2. Planting hole shall be the same depth as root ball or container size.
3. Planting hole width shall be 1.5 times the diameter of the root ball or container.
4. The sides of the planting hole shall be scarified to ensure adequate root penetration following planting.
5. Any girdling or kinked roots shall be removed by cutting cleanly with sterilized tools.
6. Trunk flare shall be at or above the finished grade.
7. Backfill with excavated soil or similar soil.
8. One-quarter cup of 14-14-14 time-release fertilizer shall be added to the bottom of each potted plant.
9. Ensure soil is placed around roots to eliminate air pockets and leave slight depression around base of plant to hold water. Water with a minimum of three (3) gallons of water immediately following planting.
10. Stake using biodegradable materials.

In the absence of regular rainfall, Contractor shall provide up to 12 weekly watering events of installed plants with fresh water. Plants shall be watered thoroughly without causing damage to plants or erosion around of soil around plants.

The following table contains species, size and quantities of nursery grown plant material specified for this project:

Item	Scientific Name	Size	Quantity
D.1.8.4.1	<i>Ardisia escallonioides</i>	1-Gal	297
D.1.8.4.2	<i>Aristida stricta</i>	LN-2"	1,113
D.1.8.4.3	<i>Bejaria racemosa</i>	1-Gal	122
D.1.8.4.4	<i>Borrchia frutescens</i>	LN 2"	1,483
D.1.8.4.5	<i>Bursera simaruba</i>	3-Gal	7
D.1.8.4.6	<i>Callicarpa americana</i>	1-Gal	124

D.1.8.4.7	<i>Canna flaccida</i>	BR	547
D.1.8.4.8	<i>Capparis jamaicensis</i>	3-Gal	14
D.1.8.4.9	<i>Carya glabra</i>	3-Gal	11
D.1.8.4.10	<i>Chiococca alba</i>	1-Gal	42
D.1.8.4.11	<i>Cladium jamaicense</i>	LN 2"	394
D.1.8.4.12	<i>Coccoloba uvifera</i>	3-Gal	3
D.1.8.4.13	<i>Conocarpus erectus</i>	1-Gal	67
D.1.8.4.14	<i>Coreopsis laevenworthii</i>	LN-4"	1,688
D.1.8.4.15	<i>Distichilis spicata</i>	BR	1,483
D.1.8.4.16	<i>Eleocharis interstincta</i>	BR	1,861
D.1.8.4.17	<i>Eragrostis elliottii</i>	LN-4"	2,055
D.1.8.4.18	<i>Eragrostis spectabilis</i>	LN-4"	2,055
D.1.8.4.19	<i>Eryngium yuccafolium</i>	LN-4"	74
D.1.8.4.20	<i>Erythrina herbacea</i>	1-Gal	122
D.1.8.4.21	<i>Eugenia axillaris</i>	1-Gal	9
D.1.8.4.22	<i>Eugenia foetidea</i>	1-Gal	9
D.1.8.4.23	<i>Ficus citrifolia</i>	3-Gal	7
D.1.8.4.24	<i>Flaveria linearis</i>	LN 2"	1,289
D.1.8.4.25	<i>Forestiera segregata</i>	1-Gal	411
D.1.8.4.26	<i>Gaillardia pulchella</i>	LN-4"	576
D.1.8.4.27	<i>Glandularia tampensis</i>	LN-4"	182
D.1.8.4.28	<i>Gossypium hirsutum</i>	1-Gal	21
D.1.8.4.29	<i>Hamelia patens</i>	1-Gal	62
D.1.8.4.30	<i>Helianthus debilis</i> subsp. <i>vestitus</i>	LN-4"	576
D.1.8.4.31	<i>Heliotropium agiospermum</i>	LN 2"	1,289
D.1.8.4.32	<i>Heliotropium agiospermum</i>	LN-4"	299
D.1.8.4.33	<i>Ilex opaca</i>	1-Gal	155
D.1.8.4.34	<i>Iris virginica</i>	BR	1,092
D.1.8.4.35	<i>Iva frutescens</i>	LN 2"	1,289
D.1.8.4.36	<i>Juncus effusus</i>	BR	1,338
D.1.8.4.37	<i>Juncus roemerianus</i>	BR	276
D.1.8.4.38	<i>Juniperus virginiana</i>	3-Gal	11
D.1.8.4.39	<i>Liatris gracilis</i>	LN-4"	368
D.1.8.4.40	<i>Lincia michauxii</i>	LN-4"	368
D.1.8.4.41	<i>Lycium carolinianum</i>	1-Gal	67
D.1.8.4.42	<i>Lyonia lucida</i>	1-Gal	207
D.1.8.4.43	<i>Maytenus phyllanthoides</i>	1-Gal	5
D.1.8.4.44	<i>Monarda punctata</i>	LN-4"	368
D.1.8.4.45	<i>Muhlenbergia capillaris</i>	LN 2"	3,269
D.1.8.4.46	<i>Muhlenbergia capillaris</i>	LN-4"	1,412
D.1.8.4.47	<i>Myrica cerifera</i>	1-Gal	255

D.1.8.4.48	<i>Myrsine cubana</i>	1-Gal	62
D.1.8.4.49	<i>Nuphar lutea</i>	BR	312
D.1.8.4.50	<i>Nymphaea odorata</i>	BR	312
D.1.8.4.51	<i>Opuntia humifusa</i>	LN-4"	557
D.1.8.4.52	<i>Panicum hemitomom</i>	BR	1,092
D.1.8.4.53	<i>Persea barbonia</i>	3-Gal	11
D.1.8.4.54	<i>Pinus clausa</i>	3-Gal	47
D.1.8.4.55	<i>Pinus elliotii</i> var. <i>densa</i>	3-Gal	181
D.1.8.4.56	<i>Pinus palustris</i>	3-Gal	103
D.1.8.4.57	<i>Pithecellobium unguis-cati</i>	1-Gal	5
D.1.8.4.58	<i>Pityopsis graminifolia</i>	LN-4"	557
D.1.8.4.59	<i>Pontederia cordata</i>	BR	1,580
D.1.8.4.60	<i>Psychotria nervosa</i>	1-Gal	21
D.1.8.4.61	<i>Quercus chapmanii</i>	1-Gal	35
D.1.8.4.62	<i>Quercus geminata</i>	3-Gal	62
D.1.8.4.63	<i>Quercus laurifolia</i>	3-Gal	11
D.1.8.4.64	<i>Quercus minima</i>	1 Gal	140
D.1.8.4.65	<i>Quercus myrtifolia</i>	1-Gal	35
D.1.8.4.66	<i>Quercus virginiana</i>	3-Gal	62
D.1.8.4.67	<i>Quercus virginiana</i>	7-Gal	196
D.1.8.4.68	<i>Rhynchospora colorata</i>	BR	1,092
D.1.8.4.69	<i>Rhynchospora</i> spp.	BR	690
D.1.8.4.70	<i>Rudbeckia hirta</i>	LN-4"	368
D.1.8.4.71	<i>Sabal palmetto</i>	3-Gal	253
D.1.8.4.72	<i>Sagittaria lancifolia</i>	BR	1,580
D.1.8.4.73	<i>Saururus cernuus</i>	BR	247
D.1.8.4.74	<i>Schoenoplectus robustus</i>	LN 2"	979
D.1.8.4.75	<i>Schoenoplectus tabernaemontani</i>	BR	1,193
D.1.8.4.76	<i>Serenoa repens</i>	3-Gal	483
D.1.8.4.77	<i>Sideroxylon tenax</i>	1-Gal	9
D.1.8.4.78	<i>Solidago sempervirens</i>	LN 2"	1,289
D.1.8.4.79	<i>Solidago sempervirens</i>	LN-4"	537
D.1.8.4.80	<i>Sophora tomentosa</i> var. <i>truncata</i>	1-Gal	9
D.1.8.4.81	<i>Sorghastrum secundum</i>	LN-4"	147
D.1.8.4.82	<i>Spartina alterniflora</i>	BR	184
D.1.8.4.83	<i>Spartina bakeri</i>	BR	2,583
D.1.8.4.84	<i>Spartina bakeri</i>	LN-4"	533
D.1.8.4.85	<i>Spartina patens</i>	LN 2"	1,933
D.1.8.4.86	<i>Sporobolus virginicus</i>	LN 2"	1,933
D.1.8.4.87	<i>Thalia geniculata</i>	BR	529
D.1.8.4.88	<i>Trichostema dichotomum</i>	LN-4"	287

D.1.8.4.89	<i>Tripsacum dactyloides</i>	LN-4"	178
D.1.8.4.90	<i>Vaccinium myrsinites</i>	LN-4"	647
D.1.8.4.91	<i>Yucca aloifolia</i>	1-Gal	9
D.1.8.4.92	<i>Zamia pumila</i>	LN-4"	368
D.1.8.4.93	<i>Zanthoxylum clava-herculis</i>	1-Gal	9
D.1.8.4.94	<i>Zanthoxylum fagara</i>	1-Gal	30
D.1.8.5	Direct Seeding	AC	22.72

**D.1.8.5      EXECUTION – DIRECT SEEDING**

Direct seeding will be performed in the 22.72 acres of the site identified as "Upland Restoration". The application of native seed to prepared ground shall occur between December 1, 2012 and February 1, 2013. Planting area preparations, consisting of three (3) seeding preparation herbicide treatments and one (1) scalp mowing event should be scheduled accordingly to allow for seeding to take place at that time. Contractor shall use care during broadcast herbicide applications to avoid non-target damage to desirable plants. Contractor shall be liable for the replacement of non-target native vegetation damaged or destroyed as a result of improper herbicide application.

Direct seeding areas shall be free of emergent weeds at the time of seeding. Seeds shall be planted using a mechanized seed drill to ensure proper contact with mineral soil. Seed shall be applied at a rate of fifteen (15) pounds of bulk seed per acre. In the absence of regular rainfall, Contractor shall provide watering events to ensure seedbed remains moist until seeds germinate and emerge. Water shall be applied gently using small water droplets to prevent burying or erosion of seeds.

**D.1.8.6      PLANTING AND MAINTENANCE PERFORMANCE STANDARDS**

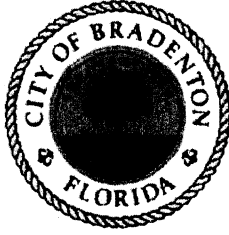
The Contractor shall be responsible for survivorship installed and seeded plants and all restoration areas for 90 days following installation. The Contractor shall guarantee the survival of at least 90 percent of all containerized and bare root plants for a minimum of 90 days. Container-grown plants that die in excess of ten (10) percent (per species) allowance shall be replaced by the Contractor at no additional cost to the County. Replacement plants must meet the same specifications as original plants.

The Contractor shall guarantee evidence of early establishment by desirable native seeded species for all areas undergoing direct seeding except in cases where extreme climate or other unforeseen events beyond the control of the Contractor obviously prevent seedling establishment. The determination of successful establishment will be made at approximately 120 days after seeding. Evidence of early establishment will be determined by a qualitative assessment conducted by the Project Ecologist and County staff. Areas that fail to establish shall be vegetated by the contractor at no additional cost to the County by re-seeding or other methods negotiated with Contractor and approved by the Project Ecologist.

**D.1.8.7      PAYMENT**

All work specified under this section shall be paid for under Lump Sum Pay Items for PLANTING on the Bid Form at the indicated schedule:

- ITEMS D.1.8.4.1 through D.1.8.4.94 Nursery Grown Plant Installation
- ITEM D.1.8.5 Direct Seeding



Phone: (941) 932-9400  
Fax: (941) 932-9534

**CITY OF BRADENTON**  
Bradenton, Florida  
**Department of Planning and Community Development**

101 Old Main Street  
Bradenton, FL 34205-6258

August 23, 2011

Damon W. Moore, LEED AP  
WilsonMiller Stantec  
6900 Professional Parkway East  
Sarasota, FL 34240

RE: Perico Preserve Restoration Project

Mr. Moore:

I am in receipt of the construction plans submitted by courier today for the above referenced project. This letter is written to confirm that no permit is required for this phase of construction, which specifically includes removal of exotics, habitat restoration and mitigation. It is our understanding that to accomplish this heavy equipment will be on-site.

Please provide a copy of your SWFWMD permit to this office at your earliest convenience.

As discussed in our pre-application meeting, no additional work shall take place unless a Special Use Permit has been approved through public hearing to allow the proposed use (passive park and conservation area) and appropriate construction permits have been issued.

Please feel free to contact me if you have any questions or concerns, or require additional information from our office.

Sincerely,

  
Timothy Polk, Director  
Planning and Community Development

Cc: Jim McLellan, w enc.

**RECEIVED**

**AUG 25 2011**

**WilsonMiller, Inc.**



# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: [WaterMatters.org](http://WaterMatters.org)

An Equal  
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**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

September 07, 2011

Manatee County Board of County Commissioners  
415 10th Street West  
Bradenton, FL 34205

Florida Dept of Environmental Protection  
13051 N Telecom Parkway  
Temple Terrace, FL 33637

**Subject: Notice of Final Agency Action for Approval**  
Environmental Resource Noticed General Permit  
Project Name: Perico Preserve Restoration  
App ID/Permit No: 653533 / 47040580.000  
County: MANATEE  
Expiration Date: August 12, 2016  
Sec/Twp/Rge: S27/T34S/R16E, S22/T34S/R16E, S26/T34S/R16E

Dear Permittee(s):

The District acknowledges your intent to use a Noticed General permit for the project referenced above. Plans and information received will be kept on file in the Sarasota Service Office in support of this determination. The proposed construction must be completed before the expiration date indicated above. This permit includes approved construction drawings. These drawings are part of the permit and are available for viewing or downloading at [www.watermatters.org](http://www.watermatters.org).

The proposed construction is subject to the Rules of the Southwest Florida Water Management District, Chapter 40D-400, general conditions of Rule 40D-400.215 (Exhibit A enclosed), Subsections 62-4.242 (1)(a) & (b), (2), and (3), Rule 62-302.300, Florida Administrative Code (F.A.C.); and the specific condition of Rule 40D-400.485, F.A.C., which is enclosed.

Deviations from these conditions may subject you to enforcement action and possible penalties. You are responsible for conducting construction in a manner which satisfies all criteria. Be advised that general Condition Number 6 states that the Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, F.A.C., of the Uniform Rules of Procedure. A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C. Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice.

Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding District Rule, 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

If you have questions, please contact Tasha Bowers, at the Sarasota Service Office, extension 6538.

Sincerely,

**Ross T. Morton, P.W.S., Director**  
Sarasota Regulation Department

Enclosures: Rule 40D-400.485, F.A.C.  
Exhibit A  
Notice of Authorization to Commence Construction  
Notice of Packet (42.00-039)  
Section 28-106.201 and 28-106.301, F.A.C.

cc: R. Quince Sellers, P.E., WilsonMiller Stantec

**Specific Condition(s): Rule 40D-400.485, F.A.C.**

1. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the Permittee shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Permittee shall contact the Florida Department of State, Division of Historical Resources (DHR), Review and Compliance Section at (850) 245-6333 or (800) 847-7278 and the District. Project activities shall not resume without verbal and/or written authorization from the DHR. In the event that unmarked human remains are encountered during permitted activities, all work shall cease immediately and the proper authorities shall be notified in accordance with Section 872.05, F.S.
2. A general permit is hereby granted to the Department for the construction, alteration, operation, maintenance, removal and abandonment of systems to implement Department environmental restoration or enhancement projects.
3. In order to qualify for this general permit, the environmental restoration or enhancement project must comply with any one of the following procedures:
  - (a) The project is part of a Surface Water Improvement And Management Plan developed pursuant to section 373.453, F.S., that is reviewed by the Department and approved by a Water Management District in accordance with section 373.456, F.S.;
  - (b) The project is approved by the Secretary of the Department after conducting at least one public meeting; or
  - (c) The project is wholly or partially funded by the Department through the Pollution Recovery Fund pursuant to section 403.165, F.S., or the Water Resources Restoration and Preservation Act pursuant to 403.0615, F.S.
4. This general permit shall be subject to the following specific conditions:
  - (a) A project under this general permit shall not significantly impede navigation.
  - (b) All erodible ground areas and slopes disturbed during construction shall be revegetated with sod, mulch, seed, wetland species, or otherwise appropriately stabilized within 72 hours after completion of the activity authorized under this general permit and at any other time as necessary to prevent violations of state water quality standards.

Specific Authority 373.044, 373.113, 373.118, F.S., Law Implemented 373.413, 373.414, 373.416, 373.419, F.S. History - New: 10-3-95.



## EXHIBIT A

### GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations, and restrictions set forth in this section are binding upon the Permittee for all noticed general permits in this chapter. These conditions are enforceable under part IV of Chapter 373, F.S.
2. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of part IV of Chapter 373, F.S., and may result in suspension or revocation of the Permittee's right to conduct such activity under the general permit. The District may also begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.
3. This general permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.
4. This general permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee, or convey any rights or privileges other than those specified in the general permit and this chapter.
5. This general permit does not relieve the Permittee from liability and penalties when the permitted activity causes harm or injury to human health or welfare; animal, plant or aquatic life; or property. It does not allow the Permittee to cause pollution in contravention of Florida Statutes and District rules.
6. The Permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereign lands or other state owned lands.
7. The Board may modify or revoke the authorization to conduct activities pursuant to this noticed general permit at any time if it determines that a stormwater management system, dam, impoundment, reservoir, appurtenant work, or works has become a danger to the public health or safety of its operation has become inconsistent with the objectives of the District or is in violation of any rule or order of the District, or the provisions of this noticed general permit.
8. This permit shall not be transferred to a third party except pursuant to section 40D-4.351, F.A.C. The Permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.
9. Upon reasonable notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.
10. The Permittee shall maintain any permitted system in accordance with the plans submitted and authorized by this permit.
11. A Permittee's right to conduct a specific activity under this noticed general permit is authorized for duration

of five years.

12. Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any antidegradation provisions of sections 62-4.242(1)(a) and (b), 62-4.242(2) and (3), and 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The Permittee shall implement best management practices for erosion, turbidity, and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands or surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed, soils are stabilized and vegetation has been established. Thereafter the Permittee shall be responsible for the removal of the barriers. The Permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
13. The Permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.
14. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

**NOTICE OF  
AUTHORIZATION  
TO COMMENCE CONSTRUCTION**

Perico Preserve Restoration

PROJECT NAME

Environmental

PROJECT TYPE

MANATEE

COUNTY

S27/T34S/R16E, S22/T34S/R16E, S26/T34S/R16E

SEC(S)/TWP(S)/RGE(S)

Manatee County Board of County Commissioners

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 653533 / 47040580.000

DATE ISSUED: September 07, 2011



Ross T. Morton, P.W.S.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF THE WORK**

**PART II HEARINGS INVOLVING  
DISPUTED ISSUES OF MATERIAL FACT**

**PART III PROCEEDINGS AND HEARINGS  
NOT INVOLVING DISPUTED ISSUES OF  
MATERIAL FACT**

**28-106.201 Initiation of Proceedings.**

(1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be doublespaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

*Specific Authority 120.54(3), (5) FS. Law Implemented 120.54(5), 120.569, 120.57 FS. History-New 4-1-97, Amended 9-17-98, 1-15-07.*

**28-106.301 Initiation of Proceedings**

(1) Unless otherwise provided by statute and except for agency enforcement and disciplinary actions initiated under subsection 28-106.2015(1), F.A.C., initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8 1/2 by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be doubled-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) An explanation of how the petitioner's substantial interests will be affected by the agency determination;

(d) A statement of when and how the petitioner received notice of the agency decision;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action;

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action; and

(h) A statement that no material facts are in dispute.

*Specific Authority 120.54(5) FS. Law Implemented 120.54(5), 120.569, 120.57 FS. History-New 4-1-97, Amended 9-17-98, 1-15-07, 12-24-07.*



An Equal  
Opportunity  
Employer

## Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: [WaterMatters.org](http://WaterMatters.org)

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

### NOTICING PACKET PUBLICATION INFORMATION

#### PLEASE SEE THE NEXT PAGE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you must publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

#### Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and **the content** of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the **ORIGINAL** affidavit to the District at the address below, for the file of record. **Retain a copy of the affidavit for your records.**

Southwest Florida Water Management District  
Records and Data Supervisor  
2379 Broad Street  
Brooksville, Florida 34604-6899

**Note:** If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, please contact us at ext. 4360, at the Brooksville number listed above. (**Your question may be on the FAQ list**).

## FAQ ABOUT NOTICING

1. **Q.** Do I have to do this noticing, and what is this notice for?  
**A.** You do not have to do this noticing, unless you are issued a permit classified as an "Individual". You need to publish a notice if you want to ensure that a "third party" cannot challenge the District's action on your permit, exemption, or petition at some future date. If you choose not to publish, there is no time limit to a third party's right to challenge the District's action.
2. **Q.** What do I need to send to the newspaper?  
**A.** The enclosed one page notice form entitled "Notice of Final Agency Action (or Proposed Agency Action) By The Southwest Florida Water Management District." You must fill in the blanks before sending it.
3. **Q.** Do I have to use the notice form, or can I make up my own form?  
**A.** You do not have to use our form. However, your notice must contain all information that is in the form.
4. **Q.** Do I send the newspaper the whole form (one page) or just the top portion that has blanks?  
**A.** Send the full page form which includes the NOTICE OF RIGHTS section on the bottom half.
5. **Q.** The section 50.051, F.S. (enclosed) proof of publication form of uniform affidavit has blanks in the text. Do I fill in these blanks and send that to the newspaper?  
**A.** No. That section shows the affidavit the newspaper will send you. They will fill in the blanks.
6. **Q.** If someone objects, is my permit or exemption no good?  
**A.** If you publish a notice and a "third party" files a request for administrative hearing within the allotted time, the matter is referred to an administrative hearing. While the case is pending, generally, you may not proceed with activities under the challenged agency action. When the hearing is complete, the administrative law judge's (ALJ) recommendation is returned to the District Governing Board, and the Governing Board will take final action on the ALJ's recommendation. There is no time limit for a "third party" to object and file a request for administrative hearing if you do not publish a notice.

CHAPTER 50, FLORIDA STATUTES

LEGAL AND OFFICIAL ADVERTISEMENTS

<u>50.011</u>	Where and in what language legal notices to be published.
<u>50.021</u>	Publication when no newspaper in county.
<u>50.031</u>	Newspapers in which legal notices and process may be published.
<u>50.041</u>	Proof of publication; uniform affidavits required.
<u>50.051</u>	Proof of publication; form of uniform affidavit.
<u>50.061</u>	Amounts chargeable.
<u>50.0711</u>	Court docket fund; service charges; publications.

**50.011 Where and in what language legal notices to be published.-**

Whenever by statute an official or legal advertisement or a publication, or notice in a newspaper has been or is directed or permitted in the nature of or in lieu of process, or for constructive service, or in initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, or for any purpose, including all legal notices and advertisements of sheriffs and tax collectors, the contemporaneous and continuous intent and meaning of such legislation all and singular, existing or repealed, is and has been and is hereby declared to be and to have been, and the rule of interpretation is and has been, a publication in a newspaper printed and published periodically once a week or oftener, containing at least 25 percent of its words in the English language, entered or qualified to be admitted and entered as periodicals matter at a post office in the county where published, for sale to the public generally, available to the public generally for the publication of official or other notices and customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public.

**History.**--s. 2, ch. 3022, 1877; RS 1296; GS 1727; s. 1, ch. 5610, 1907; RGS 2942; s. 1, ch. 12104, 1927; CGL 4666, 4901; s. 1, ch. 63-387; s. 6, ch. 67-254; s. 21, ch. 99-2.

**Note.**-Former s. 49.01.

**50.021 Publication when no newspaper in county.**

When any law, or order or decree of court, shall direct advertisements to be made in any county and there be no newspaper published in the said county, the advertisement may be made by posting three copies thereof in three different places in said county, one of which shall be at the front door of the courthouse, and by publication in the nearest county in which a newspaper is published.

**History.**-RS 1297; GS 1728; RGS 2943; CGL 4667; s. 6, ch. 67-254.

**Note.**-Former s. 49.02.

**50.031 Newspapers in which legal notices and process may be published.**

No notice or publication required to be published in a newspaper in the nature of or in lieu of process of any kind, nature, character or description provided for under any law of the state, whether heretofore or hereafter enacted, and whether pertaining to constructive service, or the initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, by any court in this state, or any notice of sale of property, real or personal, for taxes, state, county or municipal, or sheriff's, guardian's or administrator's or any sale made pursuant to any judicial order, decree or statute or any other publication or notice pertaining to any affairs of the state, or any county, municipality or other political subdivision thereof, shall be deemed to have been published in accordance with the statutes providing for such publication, unless the same shall have been published for the prescribed period of time required for such publication, in a newspaper which at the time of such publication shall have been in existence for 1 year and shall have been entered as periodicals matter at a post office in the county where published, or in a newspaper which is a direct successor of a newspaper which together have been so published; provided, however, that nothing herein contained shall apply where in any county there shall be no newspaper in existence which shall have been published for the length of time above prescribed. No legal publication of any kind, nature or description, as herein defined, shall be valid or binding or held to be in compliance with the statutes providing for such publication unless the same shall have been published in accordance with the provisions of this section. Proof of such publication shall be made by uniform affidavit.

**History.**--ss. 1-3, ch. 14830, 1931; CGL 1936 Supp. 4274(1); s. 7, ch. 22858, 1945; s. 6, ch. 67-254; s. 1, ch. 74-221; s. 22, ch. 99-2.

**Note.**-Former s. 49.03.

**50.041 Proof of publication; uniform affidavits required.**

(1) All affidavits of publishers of newspapers (or their official representatives) made for the purpose of establishing proof of publication of public notices or legal advertisements shall be uniform throughout the state.

(2) Each such affidavit shall be printed upon white bond paper containing at least 25 percent rag material and shall be 8.5 inches in width and of convenient length, not less than 5.5 inches. A white margin of not less than 2.5 inches shall be left at the right side of each affidavit form and upon or in this space shall be substantially pasted a clipping which shall be a true copy of the public notice or legal advertisement for which proof is executed.

(3) In all counties having a population in excess of 450,000 according to the latest official decennial census, in addition to the charges which are now or may hereafter be established by law for the publication of every official notice or legal advertisement, there may be a charge not to exceed \$2 for the preparation and execution of each such proof of publication or publisher's affidavit.

**History.**-s. 1, ch. 19290, 1939; CGL 1940 Supp. 4668(1); s. 1, ch. 63-49; s. 26, ch. 67-254; s. 1, ch. 76-58.

**Note.**-Former s. 49.04.

**50.051 Proof of publication; form of uniform affidavit.-**

The printed form upon which all such affidavits establishing proof of publication are to be executed shall be substantially as follows:

NAME OF NEWSPAPER  
Published (Weekly or Daily)  
(Town or City) (County) FLORIDA

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_:

Before the undersigned authority personally appeared \_\_\_\_\_, who on oath says that he or she is \_\_\_\_\_ of the \_\_\_\_\_, a \_\_\_\_\_ newspaper published at \_\_\_\_\_ in \_\_\_\_\_ County, Florida; that the attached copy of advertisement, being a \_\_\_\_\_ in the matter of \_\_\_\_\_ in the \_\_\_\_\_ Court, was published in said newspaper in the issues of \_\_\_\_\_.

Affiant further says that the said \_\_\_\_\_ is a newspaper published at \_\_\_\_\_, in said \_\_\_\_\_ County, Florida, and that the said newspaper has heretofore been continuously published in said \_\_\_\_\_ County, Florida, each \_\_\_\_\_ and has been entered as periodicals matter at the post office in \_\_\_\_\_, in said \_\_\_\_\_ County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ (year)\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced (type of identification) as identification.

\_\_\_\_\_  
(Signature of Notary Public)\_\_\_\_\_

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)\_\_\_\_\_

**History.**-s. 2, ch. 19290, 1939; CGL 1940 Supp. 4668(2); s. 6, ch. 67-254; s. 1, ch. 93-62; s. 291, ch. 95-147; s.23, ch 99-2; s. 3, ch. 99-6.

**Note.**-Former s. 49.05.

**50.061 Amounts chargeable.-**

(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefore the rates specified in this section without rebate, commission or refund.

(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than 304,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 80 cents per square inch for the first insertion and 60 cents per square inch for each subsequent insertion.

(b) In all counties having a population of more than 450,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 95 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion.

(3) Where the regular established minimum commercial rate per square inch of the newspaper publishing such official public notices or legal advertisements is in excess of the rate herein stipulated, said minimum commercial rate per square inch may be charged for all such legal advertisements or official public notices for each insertion, except that a governmental agency publishing an official public notice or legal advertisement may procure publication by soliciting and accepting written bids from newspapers published in the county, in which case the specified charges in this section do not apply.

(4) All official public notices and legal advertisements shall be charged and paid for on the basis of 6-point type on 6-point body, unless otherwise specified by statute.

(5) Any person violating a provision of this section, either by allowing or accepting any rebate, commission, or refund, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Failure to charge the rates prescribed by this section shall in no way affect the validity of any official public notice or legal advertisement and shall not subject same to legal attack upon such grounds.

**History.**-s. 3, ch. 3022, 1877; RS 1298; GS 1729; RGS 2944; s. 1, ch. 12215, 1927; CGL 4668; ss. 1, 2, 2A, 2B, ch. 20264, 1941; s. 1, ch. 23663, 1947; s. 1, ch. 57-160; s. 1, ch. 63-50; s. 1, ch. 65-569; s. 6, ch. 67-254; s. 15, ch. 71-136; s. 35, ch. 73-332; s. 1, ch. 90-279.

**Note.**-Former s. 49.06.

**50.0711 Court docket fund; service charges; publications.-**

(1) The clerk of the court in each county may establish a court docket fund for the purpose of paying the cost of publication of the fact of the filing of any civil case in the circuit court of the county by the style and of the calendar relating to such cases. This court docket fund shall be funded by \$1 mandatory court cost for all civil actions, suits, or proceedings filed in the circuit court of the county. The clerk shall maintain such funds separate and apart, and the proceeds from this court cost shall not be diverted to any other fund or for any purpose other than that established in this section. The clerk of the court shall dispense the fund to the designated record newspaper in the county on a quarterly basis.

(2) A newspaper qualified under the terms of s. 50.011 shall be designated as the record newspaper for such publication by an order of the majority of the judges in the judicial circuit in which such county is located, and such order shall be filed and recorded with the clerk of the circuit court for such county. The designated record newspaper may be changed at the end of any fiscal year of the county by a majority vote of the judges of the judicial circuit of the county ordering such change 30 days prior to the end of the fiscal year, notice of which order shall be given to the previously designated record newspaper.

(3) The publishers of any designated record newspapers receiving payment from this court docket fund shall publish, without additional charge, the fact of the filing of any civil case, suit, or action filed in such county in the circuit. Such publication shall be in accordance with a schedule agreed upon between the record newspaper and the clerk of the court in such county.

(4) The publishers of any designated record newspapers receiving revenues from the court docket fund established in subsection (1) shall, without charge, accept legal advertisements for the purpose of service of process by publication under s. 49.011(4), (10), and (11) when such publication is required of persons authorized to proceed as indigent persons under s. 57.081.

**History.**--s. 46, ch. 2004-265.



**NOTICE OF FINAL AGENCY ACTION BY  
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

Notice is given that the District's Final Agency Action is approval of the ERP NOTICED GENERAL on 148.30 acres to serve WETLAND ENHANCEMENT RESTORATION known as Perico Preserve Restoration. The project is located in MANATEE County, Section/Township/Range S27/T34S/R16E, S22/T34S/R16E, S26/T34S/R16E. The permit applicant is Manatee County Board of County Commissioners whose address is 415 10th Street West Bradenton, FL 34205. The permit No. is 47040580.000.

The file(s) pertaining to the project referred to above is available for inspection Monday through Friday except for legal holidays, 8:00 a.m. to 5:00 p.m., at the Southwest Florida Water Management District 6750 Fruitville Road, Sarasota, Florida 34240-9711.

**NOTICE OF RIGHTS**

Any person whose substantial interests are affected by the District's action regarding this permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or final action; (2) state all material facts disputed by each person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C.* A request for hearing must be filed with and received by the Agency Clerk of the District at the District's Brooksville address, 2379 Broad Street, Brooksville, FL 34604-6899 within 21 days of publication of this notice (or within 14 days for an Environmental Resource Permit with Proprietary Authorization for the use of Sovereign Submerged Lands). Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Sections 120.569 and 120.57, F.S.

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

Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's final action in this matter is not available prior to the filing of a request for hearing.

Florida Dept of Environmental Protection  
13051 N Telecom Parkway  
Temple Terrace, FL 33637

Manatee County Board of County Commissioners  
415 10th Street West  
Bradenton, FL 34205

R. Quince Sellers, P.E.  
WilsonMiller Stantec  
1777 TAMIAMI TR STE 403  
PORT CHARLOTTE, FL 33948



# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: [WaterMatters.org](http://WaterMatters.org)

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

July 19, 2011

Manatee County BOCC-Charlie Hunsicker  
415 10th St W  
Bradenton, FL 34205

**Subject: Notice of Final Agency Action for Approval**  
Environmental Resource Noticed General Permit  
Project Name: Manatee County - Planting at Perico Wetland Creation Area  
App ID/Permit No: 651454 / 47040091.001  
County: MANATEE  
Expiration Date: June 27, 2016  
Sec/Twp/Rge: S27/T34S/R16E

Dear Permittee(s):

The District acknowledges your intent to use a Noticed General permit for the project referenced above. Plans and information received will be kept on file in the Sarasota Service Office in support of this determination. The proposed construction must be completed before the expiration date indicated above. This permit includes approved construction drawings. These drawings are part of the permit and are available for viewing or downloading at [www.watermatters.org](http://www.watermatters.org).

The proposed construction is subject to the Rules of the Southwest Florida Water Management District, Chapter 40D-400, general conditions of Rule 40D-400.215 (Exhibit A enclosed), Subsections 62-4.242 (1)(a) & (b), (2), and (3), Rule 62-302.300, Florida Administrative Code (F.A.C.); and the specific condition of Subsection 40D-400.485, which is enclosed.

Deviations from these conditions may subject you to enforcement action and possible penalties. You are responsible for conducting construction in a manner which satisfies all criteria. Be advised that general Condition Number 6 states that the Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, F.A.C., of the Uniform Rules of Procedure. A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C. Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to

Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding District Rule, 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

If you have questions, please contact Vicki Mooney, at the Sarasota Service Office, extension 6503.

Sincerely,

**Ross T. Morton, P.W.S., Director**  
Sarasota Regulation Department

Enclosures: Rule 40D-400.485, F.A.C.  
Exhibit A  
Notice of Authorization to Commence Construction  
Notice of Packet (42.00-039)  
Section 28-106.201 and 28-106.301, F.A.C.

cc: Damon Moore, WilsonMiller Stantec  
Florida Department of Environmental Protection-Pamala Vazquez

**Specific Condition(s): 40D-400.485**

1. A general permit is hereby granted to the Department for the construction, alteration, operation, maintenance, removal and abandonment of systems to implement Department environmental restoration or enhancement projects.
2. In order to qualify for this general permit, the environmental restoration or enhancement project must comply with any one of the following procedures:
  - (a) The project is part of a Surface Water Improvement And Management Plan developed pursuant to section 373.453, F.S., that is reviewed by the Department and approved by a Water Management District in accordance with section 373.456, F.S.;
  - (b) The project is approved by the Secretary of the Department after conducting at least one public meeting; or
  - (c) The project is wholly or partially funded by the Department through the Pollution Recovery Fund pursuant to section 403.165, F.S., or the Water Resources Restoration and Preservation Act pursuant to 403.0615, F.S.
3. This general permit shall be subject to the following specific conditions:
  - (a) A project under this general permit shall not significantly impede navigation.
  - (b) All erodible ground areas and slopes disturbed during construction shall be revegetated with sod, mulch, seed, wetland species, or otherwise appropriately stabilized within 72 hours after completion of the activity authorized under this general permit and at any other time as necessary to prevent violations of state water quality standards.

Specific Authority 373.044, 373.113, 373.118, F.S., Law Implemented 373.413, 373.414, 373.416, 373.419, F.S. History - New: 10-3-95.

## EXHIBIT A

### GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations, and restrictions set forth in this section are binding upon the Permittee for all noticed general permits in this chapter. These conditions are enforceable under part IV of Chapter 373, F.S.
2. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of part IV of Chapter 373, F.S., and may result in suspension or revocation of the Permittee's right to conduct such activity under the general permit. The District may also begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.
3. This general permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.
4. This general permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee, or convey any rights or privileges other than those specified in the general permit and this chapter.
5. This general permit does not relieve the Permittee from liability and penalties when the permitted activity causes harm or injury to human health or welfare; animal, plant or aquatic life; or property. It does not allow the Permittee to cause pollution in contravention of Florida Statutes and District rules.
6. The Permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the Permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereign lands or other state owned lands.
7. The Board may modify or revoke the authorization to conduct activities pursuant to this noticed general permit at any time if it determines that a stormwater management system, dam, impoundment, reservoir, appurtenant work, or works has become a danger to the public health or safety of its operation has become inconsistent with the objectives of the District or is in violation of any rule or order of the District, or the provisions of this noticed general permit.
8. This permit shall not be transferred to a third party except pursuant to section 40D-4.351, F.A.C. The Permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.
9. Upon reasonable notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.
10. The Permittee shall maintain any permitted system in accordance with the plans submitted and authorized by this permit.
11. A Permittee's right to conduct a specific activity under this noticed general permit is authorized for duration



of five years.

12. Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any antidegradation provisions of sections 62-4.242(1)(a) and (b), 62-4.242(2) and (3), and 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The Permittee shall implement best management practices for erosion, turbidity, and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands or surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed, soils are stabilized and vegetation has been established. Thereafter the Permittee shall be responsible for the removal of the barriers. The Permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
13. The Permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.
14. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

**NOTICE OF  
AUTHORIZATION  
TO COMMENCE CONSTRUCTION**

Manatee County - Planting at Perico Wetland Creation Area

PROJECT NAME

Environmental

PROJECT TYPE

MANATEE

COUNTY

S27/T34S/R16E

SEC(S)/TWP(S)/RGE(S)

Manatee County BOCC-Charlie Hunsicker

PERMITTEE

APPLICATION ID/PERMIT NO: 651454 / 47040091.001

DATE ISSUED: July 19, 2011



Ross T. Morton, P.W.S.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF THE WORK**

**PART II HEARINGS INVOLVING  
DISPUTED ISSUES OF MATERIAL FACT**

**PART III PROCEEDINGS AND HEARINGS  
NOT INVOLVING DISPUTED ISSUES OF  
MATERIAL FACT**

**28-106.201 Initiation of Proceedings.**

(1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be doublespaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

*Specific Authority 120.54(3), (5) FS. Law Implemented 120.54(5), 120.569, 120.57 FS. History-New 4-1-97, Amended 9-17-98, 1-15-07.*

**28-106.301 Initiation of Proceedings**

(1) Unless otherwise provided by statute and except for agency enforcement and disciplinary actions initiated under subsection 28-106.2015(1), F.A.C., initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8 1/2 by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be doubled-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) An explanation of how the petitioner's substantial interests will be affected by the agency determination;

(d) A statement of when and how the petitioner received notice of the agency decision;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action;

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action; and

(h) A statement that no material facts are in dispute.

*Specific Authority 120.54(5) FS. Law Implemented 120.54(5), 120.569, 120.57 FS. History-New 4-1-97, Amended 9-17-98, 1-15-07, 12-24-07.*



An Equal  
Opportunity  
Employer

## Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
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**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

### NOTICING PACKET PUBLICATION INFORMATION

#### PLEASE SEE THE NEXT PAGE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you must publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

#### Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and **the content** of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the **ORIGINAL** affidavit to the District at the address below, for the file of record. **Retain a copy of the affidavit for your records.**

Southwest Florida Water Management District  
Records and Data Supervisor  
2379 Broad Street  
Brooksville, Florida 34604-6899

**Note:** If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, please contact us at ext. 4360, at the Brooksville number listed above. (**Your question may be on the FAQ list**).

## FAQ ABOUT NOTICING

1. **Q.** Do I have to do this noticing, and what is this notice for?  
**A.** You do not have to do this noticing, unless you are issued a permit classified as an "Individual". You need to publish a notice if you want to ensure that a "third party" cannot challenge the District's action on your permit, exemption, or petition at some future date. If you choose not to publish, there is no time limit to a third party's right to challenge the District's action.
2. **Q.** What do I need to send to the newspaper?  
**A.** The enclosed one page notice form entitled "Notice of Final Agency Action (or Proposed Agency Action) By The Southwest Florida Water Management District." You must fill in the blanks before sending it.
3. **Q.** Do I have to use the notice form, or can I make up my own form?  
**A.** You do not have to use our form. However, your notice must contain all information that is in the form.
4. **Q.** Do I send the newspaper the whole form (one page) or just the top portion that has blanks?  
**A.** Send the full page form which includes the NOTICE OF RIGHTS section on the bottom half.
5. **Q.** The section 50.051, F.S. (enclosed) proof of publication form of uniform affidavit has blanks in the text. Do I fill in these blanks and send that to the newspaper?  
**A.** No. That section shows the affidavit the newspaper will send you. They will fill in the blanks.
6. **Q.** If someone objects, is my permit or exemption no good?  
**A.** If you publish a notice and a "third party" files a request for administrative hearing within the allotted time, the matter is referred to an administrative hearing. While the case is pending, generally, you may not proceed with activities under the challenged agency action. When the hearing is complete, the administrative law judge's (ALJ) recommendation is returned to the District Governing Board, and the Governing Board will take final action on the ALJ's recommendation. There is no time limit for a "third party" to object and file a request for administrative hearing if you do not publish a notice.

CHAPTER 50, FLORIDA STATUTES

LEGAL AND OFFICIAL ADVERTISEMENTS

<u>50.011</u>	Where and in what language legal notices to be published.
<u>50.021</u>	Publication when no newspaper in county.
<u>50.031</u>	Newspapers in which legal notices and process may be published.
<u>50.041</u>	Proof of publication; uniform affidavits required.
<u>50.051</u>	Proof of publication; form of uniform affidavit.
<u>50.061</u>	Amounts chargeable.
<u>50.0711</u>	Court docket fund; service charges; publications.

**50.011 Where and in what language legal notices to be published.-**

Whenever by statute an official or legal advertisement or a publication, or notice in a newspaper has been or is directed or permitted in the nature of or in lieu of process, or for constructive service, or in initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, or for any purpose, including all legal notices and advertisements of sheriffs and tax collectors, the contemporaneous and continuous intent and meaning of such legislation all and singular, existing or repealed, is and has been and is hereby declared to be and to have been, and the rule of interpretation is and has been, a publication in a newspaper printed and published periodically once a week or oftener, containing at least 25 percent of its words in the English language, entered or qualified to be admitted and entered as periodicals matter at a post office in the county where published, for sale to the public generally, available to the public generally for the publication of official or other notices and customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public.

**History.**--s. 2, ch. 3022, 1877; RS 1296; GS 1727; s. 1, ch. 5610, 1907; RGS 2942; s. 1, ch. 12104, 1927; CGL 4666, 4901; s. 1, ch. 63-387; s. 6, ch. 67-254; s. 21, ch. 99-2.

**Note.**-Former s. 49.01.

**50.021 Publication when no newspaper in county.**

When any law, or order or decree of court, shall direct advertisements to be made in any county and there be no newspaper published in the said county, the advertisement may be made by posting three copies thereof in three different places in said county, one of which shall be at the front door of the courthouse, and by publication in the nearest county in which a newspaper is published.

**History.**-RS 1297; GS 1728; RGS 2943; CGL 4667; s. 6, ch. 67-254.

**Note.**-Former s. 49.02.

**50.031 Newspapers in which legal notices and process may be published.**

No notice or publication required to be published in a newspaper in the nature of or in lieu of process of any kind, nature, character or description provided for under any law of the state, whether heretofore or hereafter enacted, and whether pertaining to constructive service, or the initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, by any court in this state, or any notice of sale of property, real or personal, for taxes, state, county or municipal, or sheriff's, guardian's or administrator's or any sale made pursuant to any judicial order, decree or statute or any other publication or notice pertaining to any affairs of the state, or any county, municipality or other political subdivision thereof, shall be deemed to have been published in accordance with the statutes providing for such publication, unless the same shall have been published for the prescribed period of time required for such publication, in a newspaper which at the time of such publication shall have been in existence for 1 year and shall have been entered as periodicals matter at a post office in the county where published, or in a newspaper which is a direct successor of a newspaper which together have been so published; provided, however, that nothing herein contained shall apply where in any county there shall be no newspaper in existence which shall have been published for the length of time above prescribed. No legal publication of any kind, nature or description, as herein defined, shall be valid or binding or held to be in compliance with the statutes providing for such publication unless the same shall have been published in accordance with the provisions of this section. Proof of such publication shall be made by uniform affidavit.

**History.**--s. 1-3, ch. 14830, 1931; CGL 1936 Supp. 4274(1); s. 7, ch. 22858, 1945; s. 6, ch. 67-254; s. 1, ch. 74-221; s. 22, ch. 99-2.

**Note.**-Former s. 49.03.

**50.041 Proof of publication; uniform affidavits required.**

(1) All affidavits of publishers of newspapers (or their official representatives) made for the purpose of establishing proof of publication of public notices or legal advertisements shall be uniform throughout the state.

(2) Each such affidavit shall be printed upon white bond paper containing at least 25 percent rag material and shall be 8.5 inches in width and of convenient length, not less than 5.5 inches. A white margin of not less than 2.5 inches shall be left at the right side of each affidavit form and upon or in this space shall be substantially pasted a clipping which shall be a true copy of the public notice or legal advertisement for which proof is executed.

(3) In all counties having a population in excess of 450,000 according to the latest official decennial census, in addition to the charges which are now or may hereafter be established by law for the publication of every official notice or legal advertisement, there may be a charge not to exceed \$2 for the preparation and execution of each such proof of publication or publisher's affidavit.

**History.**-s. 1, ch. 19290, 1939; CGL 1940 Supp. 4668(1); s. 1, ch. 63-49; s. 26, ch. 67-254; s. 1, ch. 76-58.

**Note.**-Former s. 49.04.

**50.051 Proof of publication; form of uniform affidavit.-**

The printed form upon which all such affidavits establishing proof of publication are to be executed shall be substantially as follows:

NAME OF NEWSPAPER  
Published (Weekly or Daily)  
(Town or City) (County) FLORIDA

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_;

Before the undersigned authority personally appeared \_\_\_\_\_, who on oath says that he or she is \_\_\_\_\_ of the \_\_\_\_\_, a \_\_\_\_\_ newspaper published at \_\_\_\_\_ in \_\_\_\_\_ County, Florida; that the attached copy of advertisement, being a \_\_\_\_\_ in the matter of \_\_\_\_\_ in the \_\_\_\_\_ Court, was published in said newspaper in the issues of \_\_\_\_\_.

Affiant further says that the said \_\_\_\_\_ is a newspaper published at \_\_\_\_\_, in said \_\_\_\_\_ County, Florida, and that the said newspaper has heretofore been continuously published in said \_\_\_\_\_ County, Florida, each \_\_\_\_\_ and has been entered as periodicals matter at the post office in \_\_\_\_\_, in said \_\_\_\_\_ County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ (year)\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced (type of identification) as identification.

\_\_\_\_\_(Signature of Notary Public)\_\_\_\_\_

\_\_\_\_\_(Print, Type, or Stamp Commissioned Name of Notary Public)\_\_\_\_\_

\_\_\_\_\_(Notary Public)\_\_\_\_\_

**History.**-s. 2, ch. 19290, 1939; CGL 1940 Supp. 4668(2); s. 6, ch. 67-254; s. 1, ch. 93-62; s. 291, ch. 95-147; s.23, ch 99-2; s. 3, ch. 99-6.

**Note.**-Former s. 49.05.

**50.061 Amounts chargeable.-**

(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefore the rates specified in this section without rebate, commission or refund.

(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than 304,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 80 cents per square inch for the first insertion and 60 cents per square inch for each subsequent insertion.

(b) In all counties having a population of more than 450,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 95 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion.

(3) Where the regular established minimum commercial rate per square inch of the newspaper publishing such official public notices or legal advertisements is in excess of the rate herein stipulated, said minimum commercial rate per square inch may be charged for all such legal advertisements or official public notices for each insertion, except that a governmental agency publishing an official public notice or legal advertisement may procure publication by soliciting and accepting written bids from newspapers published in the county, in which case the specified charges in this section do not apply.

(4) All official public notices and legal advertisements shall be charged and paid for on the basis of 6-point type on 6-point body, unless otherwise specified by statute.

(5) Any person violating a provision of this section, either by allowing or accepting any rebate, commission, or refund, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Failure to charge the rates prescribed by this section shall in no way affect the validity of any official public notice or legal advertisement and shall not subject same to legal attack upon such grounds.

**History.**-s. 3, ch. 3022, 1877; RS 1298; GS 1729; RGS 2944; s. 1, ch. 12215, 1927; CGL 4668; ss. 1, 2, 2A, 2B, ch. 20264, 1941; s. 1, ch. 23663, 1947; s. 1, ch. 57-160; s. 1, ch. 63-50; s. 1, ch. 65-569; s. 6, ch. 67-254; s. 15, ch. 71-136; s. 35, ch. 73-332; s. 1, ch. 90-279.

**Note.**-Former s. 49.06.

**50.0711 Court docket fund; service charges; publications.-**

(1) The clerk of the court in each county may establish a court docket fund for the purpose of paying the cost of publication of the fact of the filing of any civil case in the circuit court of the county by the style and of the calendar relating to such cases. This court docket fund shall be funded by \$1 mandatory court cost for all civil actions, suits, or proceedings filed in the circuit court of the county. The clerk shall maintain such funds separate and apart, and the proceeds from this court cost shall not be diverted to any other fund or for any purpose other than that established in this section. The clerk of the court shall dispense the fund to the designated record newspaper in the county on a quarterly basis.

(2) A newspaper qualified under the terms of s. 50.011 shall be designated as the record newspaper for such publication by an order of the majority of the judges in the judicial circuit in which such county is located, and such order shall be filed and recorded with the clerk of the circuit court for such county. The designated record newspaper may be changed at the end of any fiscal year of the county by a majority vote of the judges of the judicial circuit of the county ordering such change 30 days prior to the end of the fiscal year, notice of which order shall be given to the previously designated record newspaper.

(3) The publishers of any designated record newspapers receiving payment from this court docket fund shall publish, without additional charge, the fact of the filing of any civil case, suit, or action filed in such county in the circuit. Such publication shall be in accordance with a schedule agreed upon between the record newspaper and the clerk of the court in such county.

(4) The publishers of any designated record newspapers receiving revenues from the court docket fund established in subsection (1) shall, without charge, accept legal advertisements for the purpose of service of process by publication under s. 49.011(4), (10), and (11) when such publication is required of persons authorized to proceed as indigent persons under s. 57.081.

**History.**--s. 46, ch. 2004-265.

**NOTICE OF FINAL AGENCY ACTION BY  
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

Notice is given that the District's Final Agency Action is approval of the ERP NOTICED GENERAL on 1.00 acres to serve COUNTY, STATE, CITY known as Manatee County - Planting at Perico Wetland Creation Area. The project is located in MANATEE County, Section/Township/Range S27/T34S/R16E. The permit applicant is Manatee County BOCC-Charlie Hunsicker whose address is 415 10th St W Bradenton, FL 34205. The permit No. is 47040091.001.

The file(s) pertaining to the project referred to above is available for inspection Monday through Friday except for legal holidays, 8:00 a.m. to 5:00 p.m., at the Southwest Florida Water Management District 6750 Fruitville Road, Sarasota, Florida 34240-9711.

**NOTICE OF RIGHTS**

Any person whose substantial interests are affected by the District's action regarding this permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or final action; (2) state all material facts disputed by each person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C.* A request for hearing must be filed with and received by the Agency Clerk of the District at the District's Brooksville address, 2379 Broad Street, Brooksville, FL 34604-6899 within 21 days of publication of this notice (or within 14 days for an Environmental Resource Permit with Proprietary Authorization for the use of Sovereign Submerged Lands). Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Sections 120.569 and 120.57, F.S.

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

Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's final action in this matter is not available prior to the filing of a request for hearing.



Damon Moore  
WilsonMiller Stantec  
6900 PROFESSIONAL PKWY E STE 100  
SARASOTA, FL 34240-8414

Manatee County BOCC-Charlie Hunsicker  
415 10th St W  
Bradenton, FL 34205



DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
10117 PRINCESS PALM AVENUE, SUITE 120  
TAMPA, FLORIDA 33610

September 23, 2011

REPLY TO  
ATTENTION OF

Tampa Permits Section  
SAJ-2011-01707(NW-MEP)

Manatee County Board of County Commissioners  
415 10<sup>th</sup> Street West  
Bradenton, FL 34205

Ladies and Gentlemen:

Your application for a Department of the Army permit received on June 9, 2011, has been assigned number SAJ-2011-01707(NW-MEP). A review of the information and drawings provided shows the proposed work, known as "Planting at Perico", is to create a 1.0 acre oligohaline/high marsh wetland within the 175.84-acre Perico Preserve property owned by Manatee County. In order to construct the 1.0 acre wetland, it is necessary to widen and re-contour 0.23 acres of Waters of the United States (ditches). This project does not include impacts to any existing wetlands. The project is located on Perico Island in west Bradenton, on the north side of Manatee Avenue (SR 64) within Sections 22, 26, and 27, Township 34 South, Range 16 East, in Manatee County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 27. In addition, project specific conditions have been enclosed. This verification is valid until the NWP is modified, reissued, or revoked prior to March 18, 2012. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are issued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory webpage to access web links to view the Final Nationwide Permits, Federal Register Vol. 72, dated March 12, 2007, the Corrections to the Final Nationwide Permits, Federal Register 72, May 8, 2007, and the List of Regional Conditions. The website address is as follows:

<http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm>.

Please be aware this web address is case sensitive and should be entered as it appears above. Once there you will need to click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP 27. Additionally, enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project

specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. Within 60 days of completion of the work authorized, the attached "Self-Certification Statement of Compliance" must be completed and submitted to the U.S. Army Corps of Engineers. Mail the completed form to the Regulatory Division, Special Projects and Enforcement Branch, 10117 Princess Palm Avenue, Suite 120, Tampa, Florida 33610.
2. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
3. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, contacting the Florida Master Site File at 850-245-6440 or [SiteFile@dos.state.fl.us](mailto:SiteFile@dos.state.fl.us). The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research/>.

If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7.

In the unlikely event that human remains are identified, they will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local

law authority, the State Archaeologist (850-245-6444), and the Corps Regulatory Project Manager shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

4. Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.

5. The Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated February 12, 2004 and provided an attachment to this permit."

6. This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. In Florida, projects qualifying for this NWP must be authorized under Part IV of Chapter 373 by the Department of Environmental Protection, a water management district under §. 373.069, F.S., or a local government with delegated authority under §. 373.441, F.S., and receive Water Quality Certification (WQC) and Coastal Zone Consistency Concurrence (CZCC) (or a waiver), as well as any authorizations required by the State for the use of sovereign submerged lands. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact Mark E. Peterson by telephone at 813-769-7065.

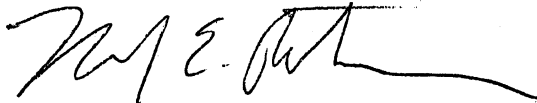
Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit <http://per2.nwp.usace.army.mil/survey.html> and complete our

SAJ-2011-01707(NW-MEP)

Page 4.

automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Again, please be aware this web address is case sensitive and should be entered as it appears above.

Sincerely,



Mark E. Peterson  
Project Manager

Enclosures

Copy Furnished (email):

Elizabeth S. Andrews, REM, Senior Project Manager, Stantec Consulting Services, Inc.,  
6900 Professional Parkway East, Suite 100, Sarasota, FL 34240-8414

bcc:

CESAJ-RD-PE

GENERAL CONDITIONS

33 CFR PART 320-330

PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on March 18, 2012. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: NW-27

Application Number: SAJ-2011-01707 (NW-MEP)

Permittee's Name & Address (please print or type): \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Location of the Work: \_\_\_\_\_  
\_\_\_\_\_

Date Work Started: \_\_\_\_\_ Date Work Completed: \_\_\_\_\_

Description of the Work (e.g., bank stabilization, residential or commercial filling, docks, dredging, etc.): \_\_\_\_\_  
\_\_\_\_\_

Acreage or Square Feet of Impacts to Waters of the United States: \_\_\_\_\_

Describe Mitigation completed (if applicable): \_\_\_\_\_  
\_\_\_\_\_

Describe any Deviations from Permit (attach drawing(s) depicting the deviations): \_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date



DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2011-01707 (NW-MEP)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

\_\_\_\_\_  
(TRANSFeree-SIGNATURE)

\_\_\_\_\_  
(SUBDIVISION)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOT)

\_\_\_\_\_  
(BLOCK)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

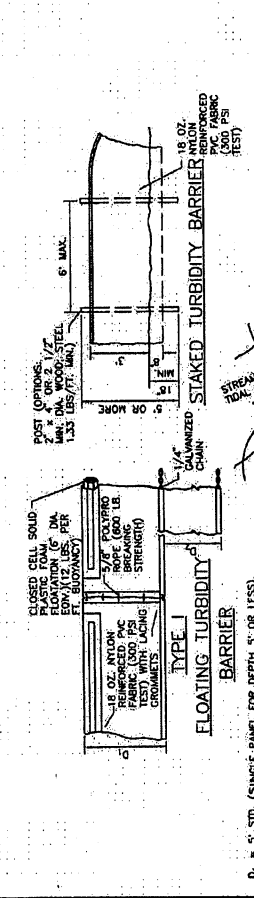
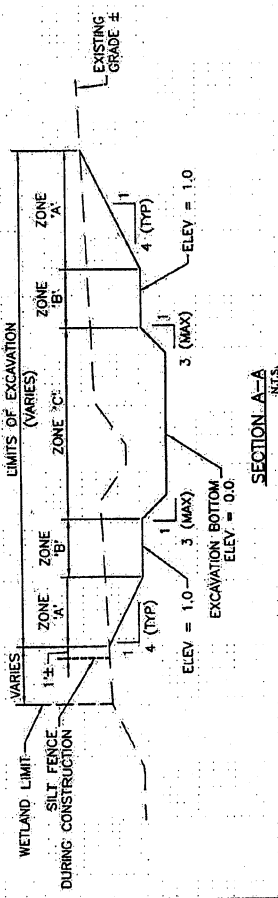
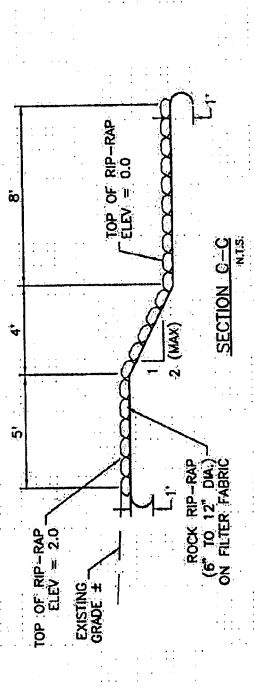
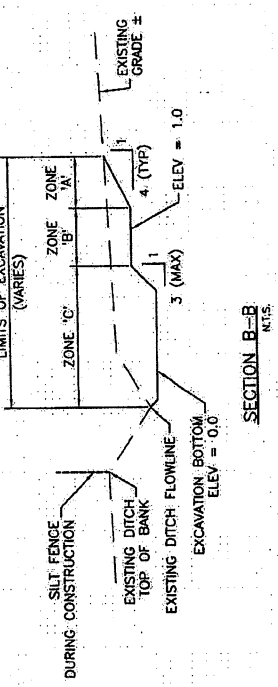
## STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

1. An eastern indigo snake protection/education plan shall be developed by the applicant or requestor for all construction personnel to follow. The plan shall be provided to the Service for review and approval at least 30 days prior to any clearing activities. The educational materials for the plan may consist of a combination of posters, videos, pamphlets, and lectures (e.g., an observer trained to identify eastern indigo snakes could use the protection/education plan to instruct construction personnel before any clearing activities occur). Informational signs should be posted throughout the construction site and along any proposed access road to contain the following information:
  - a. a description of the eastern indigo snake, its habits, and protection under Federal Law;
  - b. instructions not to injure, harm, harass or kill this species;
  - c. directions to cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site on its own before resuming clearing; and,
  - d. telephone numbers of pertinent agencies to be contacted if a dead eastern indigo snake is encountered. The dead specimen should be thoroughly soaked in water and then frozen.
2. If not currently authorized through an Incidental Take Statement in association with a Biological Opinion, only individuals who have been either authorized by a section 10(a)(1)(A) permit issued by the Service, or by the State of Florida through the Florida Fish Wildlife Conservation Commission (FWC) for such activities, are permitted to come in contact with an eastern indigo snake.
3. An eastern indigo snake monitoring report must be submitted to the appropriate Florida Field Office within 60 days of the conclusion of clearing phases. The report should be submitted whether or not eastern indigo snakes are observed. The report should contain the following information:
  - a. any sightings of eastern indigo snakes and
  - b. other obligations required by the Florida Fish and Wildlife Conservation Commission, as stipulated in the permit.

Revised February 12, 2004

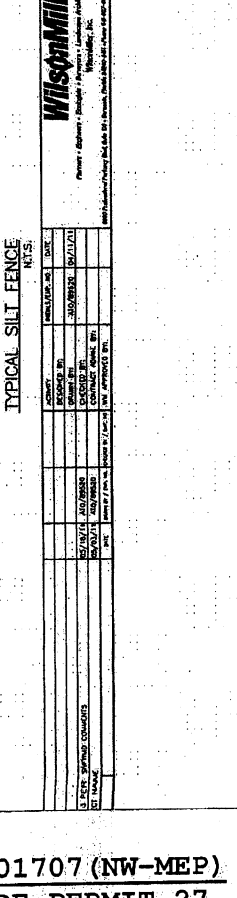
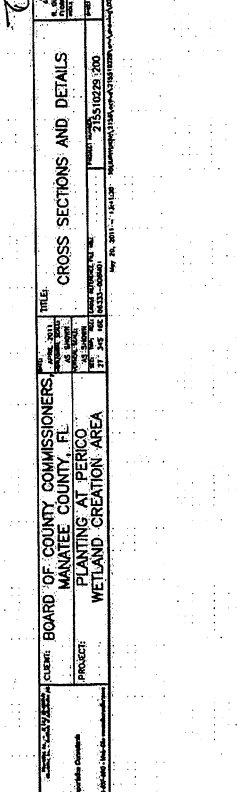
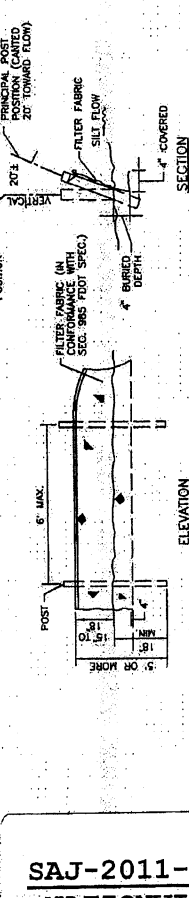
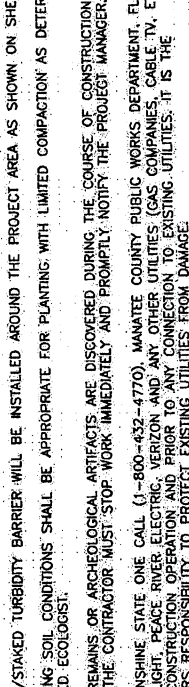






- NOTES:**
- PROJECT BENCHMARK (TBM D1) DESCRIPTION: NAIL IN NORTH FACE OF 12" PALM. ELEVATION = 3.20 (NGVD 1929)
  - ALL ELEVATIONS SHOWN ON THIS DRAWING SET ARE RELATIVE TO PROJECT BENCHMARK TBM D1.
  - ALL CLEARING, GRUBBING AND EXCAVATED MATERIAL WILL BE TRANSFERRED TO ONSITE UPLAND AREAS AND UTILIZED IN UPLAND ENHANCEMENT ACTIVITIES ASSOCIATED WITH THE PERICO PRESERVE HABITAT RESTORATION PROJECT.
  - ANY DISTURBED UPLAND AREAS WILL BE SEEDED/MULCHED, HYDROSEEDED OR SOODED.
  - ALL PLANT MATERIAL TO BE INSTALLED SHALL BE HEALTHY, IN GOOD CONDITION, FREE FROM DISEASE AND APPROVED BY A QUALIFIED ECOLOGIST PRIOR TO INSTALLATION. A SUGGESTED PLANTING PALETTE OF SPECIES APPROPRIATE FOR PLANTING IN THIS SITE IS PROVIDED ON SHEET 2 OF 3. PLANTING SPECIFICATION WILL BE DETERMINED BY MANATEE COUNTY NATURAL RESOURCES DEPARTMENT STAFF DEPENDING ON AVAILABLE FUNDING AND MARKET AVAILABILITY AT THE TIME OF PLANTING.
  - SILT FENCE/STAKED TURBIDITY BARRIER WILL BE INSTALLED AROUND THE PROJECT AREA AS SHOWN ON SHEET 2.
  - POST GRADING SOIL CONDITIONS SHALL BE APPROPRIATE FOR PLANTING WITH LIMITED COMPACTION AS DETERMINED BY QUALIFIED ECOLOGIST.
  - IF HUMAN REMAINS OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION ACTIVITIES, THE CONTRACTOR MUST STOP WORK IMMEDIATELY AND PROMPTLY NOTIFY THE PROJECT MANAGER.
  - NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) MANATEE COUNTY PUBLIC WORKS DEPARTMENT, FLORIDA POWER & LIGHT, PEACOCK POWER ELECTRIC AND ANY OTHER UTILITIES (GAS COMPANIES, CABLE TV, ETC.) PRIOR TO CONSTRUCTION OPERATION AND PRIOR TO ANY CONNECTION TO EXISTING UTILITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING UTILITIES FROM DAMAGE.

- NOTE:** TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE OF ANY TYPE OR ANY COMBINATION OF TYPES THAT WILL SUIT SITE REQUIREMENTS. THE BARRIER SHALL BE DESIGNED TO CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER SHALL BE DESIGNED TO WITHSTAND OTHERWISE SPECIFIED IN THE PLANS. CONTRACTORS OBTAIN UNLESS OTHERWISE SPECIFIED IN THE PLANS. THE PAY ITEM IS ESTABLISHED IN THE PLANS FOR FLOATING TURBIDITY BARRIERS. STAKED TURBIDITY BARRIERS TO BE INSTALLED AS SHOWN DIRECTED BY THE ENGINEER.
- TURBIDITY BARRIER APPLICATIONS**
- TURBIDITY BARRIERS**
- NOTES:**
- TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
  - LOCATIONS AND SPACING OF BARRIERS DEPENDENT ON WATER VELOCITIES.
  - DEPTH OF BARRIER AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
  - CONSTRUCTION OPERATIONS.



NO.	REVISION	DATE
1	ISSUED FOR PERMIT	08/17/10
2	REVISED PER PERMIT	08/17/10
3	REVISED PER PERMIT	08/17/10

PROJECT: WETLAND CREATION AREA  
 CLIENT: BOARD OF COUNTY COMMISSIONERS  
 COUNTY: MANATEE COUNTY, FL  
 TITLE: CROSS SECTIONS AND DETAILS  
 DRAWN BY: J. B. MILLER  
 CHECKED BY: J. B. MILLER  
 DATE: 08/17/10  
 PROJECT NO.: 215-10279-200  
 SHEET NO.: 5 OF 3

SAJ-2011-01707 (NW-MEP)  
 NATIONWIDE PERMIT 27  
 VERIFIED 23-SEPT-2011



DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
10117 PRINCESS PALM AVENUE, SUITE 120  
TAMPA, FLORIDA 33610

September 23, 2011

REPLY TO  
ATTENTION OF

Tampa Permits Section  
SAJ-2011-02468(NW-MEP)

Manatee County Board of County Commissioners  
415 10<sup>th</sup> Street West  
Bradenton, FL 34205

Ladies and Gentlemen:

Your application for a Department of the Army permit received on July 20, 2011, has been assigned number SAJ-2011-02468(NW-MEP). A review of the information and drawings provided shows the proposed work is to restore and create native wetland habitats on a 149.2-acre property owned by Manatee County, known as the Perico Preserve. The proposed work consists of 13.82 acres of spoil mound exotic vegetation maintenance within the existing mangrove swamp, 1.40 acres of salt marsh wetland enhancement, 2.84 acres of salt marsh wetland creation, and 4.46 acres of freshwater marsh wetland creation. Restoration activities will include impacts to Waters of the United States (agricultural ditches) totaling 0.55 acres by dredging and 0.55 acres by filling. In addition to activities within waters of the U.S., the project includes 25.7 acres of upland enhancement. The project is located on Perico Island in west Bradenton, on the north side of Manatee Avenue (SR 64) within Sections 22, 26, and 27, Township 34 South, Range 16 East, in Manatee County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 27. In addition, project specific conditions have been enclosed. This verification is valid until the NWP is modified, reissued, or revoked prior to March 18, 2012. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are issued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory webpage to access web links to view the Final Nationwide Permits, Federal Register Vol. 72, dated March 12, 2007, the Corrections to the Final Nationwide Permits, Federal Register 72, May 8, 2007, and the List of Regional Conditions. The website address is as follows:

<http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm>.

Please be aware this web address is case sensitive and should be entered as it appears above. Once there you will need to click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the

regional conditions, which apply specifically to this verification for NWP 27. Additionally, enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. Within 60 days of completion of the work authorized, the attached "Self-Certification Statement of Compliance" must be completed and submitted to the U.S. Army Corps of Engineers. Mail the completed form to the Regulatory Division, Special Projects and Enforcement Branch, 10117 Princess Palm Avenue, Suite 120, Tampa, Florida 33610.
2. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
3. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, contacting the Florida Master Site File at 850-245-6440 or [SiteFile@dos.state.fl.us](mailto:SiteFile@dos.state.fl.us). The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research/>.

If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7.

In the unlikely event that human remains are identified, they will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, the State Archaeologist (850-245-6444), and the Corps Regulatory Project Manager shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.

4. Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.

5. The Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated February 12, 2004 and provided an attachment to this permit."

6. This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. In Florida, projects qualifying for this NWP must be authorized under Part IV of Chapter 373 by the Department of Environmental Protection, a water management district under §. 373.069, F.S., or a local government with delegated authority under §. 373.441, F.S., and receive Water Quality Certification (WQC) and Coastal Zone Consistency Concurrence (CZCC) (or a waiver), as well as any authorizations required by the State for the use of sovereign submerged lands. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact Mark E. Peterson by telephone at 813-769-7065.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform

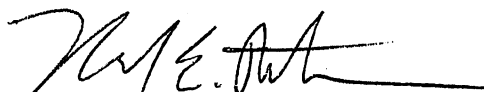


SAJ-2011-02468(NW-MEP)

Page 4

our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit <http://per2.nwp.usace.army.mil/survey.html> and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Again, please be aware this web address is case sensitive and should be entered as it appears above.

Sincerely,



Mark E. Peterson  
Project Manager

Enclosures

Copy Furnished (email):

Elizabeth S. Andrews, REM, Senior Project Manager, Stantec Consulting Services, Inc.,  
6900 Professional Parkway East, Suite 100, Sarasota, FL 34240-8414

bcc:

CESAJ-RD-PE

GENERAL CONDITIONS

33 CFR PART 320-330

PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on March 18, 2012. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

**Permit Number: NW-27**

**Application Number: SAJ-2011-02468 (NW-MEP)**

Permittee's Name & Address (please print or type): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Location of the Work: \_\_\_\_\_

\_\_\_\_\_  
Date Work Started: \_\_\_\_\_ Date Work Completed: \_\_\_\_\_

Description of the Work (e.g., bank stabilization, residential or commercial filling, docks, dredging, etc.): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Acreage or Square Feet of Impacts to Waters of the United States:

\_\_\_\_\_  
Describe Mitigation completed (if applicable): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Describe any Deviations from Permit (attach drawing(s) depicting the deviations): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2011-02468(NW-MEP)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(SUBDIVISION)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOT)

\_\_\_\_\_  
(BLOCK)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(STREET ADDRESS)

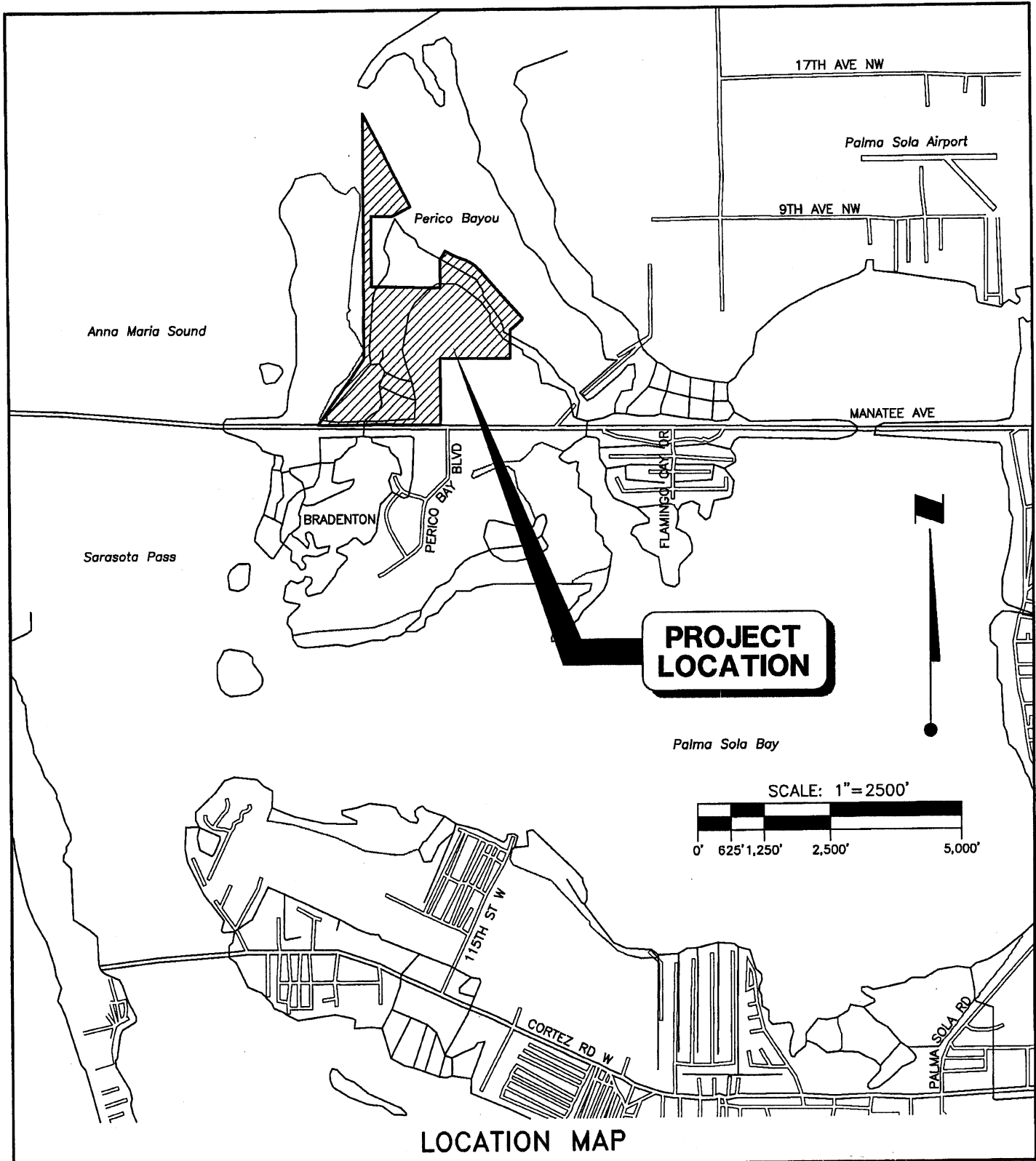
\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

## STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

1. An eastern indigo snake protection/education plan shall be developed by the applicant or requestor for all construction personnel to follow. The plan shall be provided to the Service for review and approval at least 30 days prior to any clearing activities. The educational materials for the plan may consist of a combination of posters, videos, pamphlets, and lectures (*e.g.*, an observer trained to identify eastern indigo snakes could use the protection/education plan to instruct construction personnel before any clearing activities occur). Informational signs should be posted throughout the construction site and along any proposed access road to contain the following information:
  - a. a description of the eastern indigo snake, its habits, and protection under Federal Law;
  - b. instructions not to injure, harm, harass or kill this species;
  - c. directions to cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site on its own before resuming clearing; and,
  - d. telephone numbers of pertinent agencies to be contacted if a dead eastern indigo snake is encountered. The dead specimen should be thoroughly soaked in water and then frozen.
2. If not currently authorized through an Incidental Take Statement in association with a Biological Opinion, only individuals who have been either authorized by a section 10(a)(1)(A) permit issued by the Service, or by the State of Florida through the Florida Fish Wildlife Conservation Commission (FWC) for such activities, are permitted to come in contact with an eastern indigo snake.
3. An eastern indigo snake monitoring report must be submitted to the appropriate Florida Field Office within 60 days of the conclusion of clearing phases. The report should be submitted whether or not eastern indigo snakes are observed. The report should contain the following information:
  - a. any sightings of eastern indigo snakes and
  - b. other obligations required by the Florida Fish and Wildlife Conservation Commission, as stipulated in the permit.

Revised February 12, 2004



**LOCATION MAP**

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL *[Signature]*



SAJ-2011-02468 (NW-MEP)  
 NATIONWIDE PERMIT 27  
 VERIFIED 23-SEPT-2011

G-00000  
 Authorization #43

R. QUINCE SELLERS, P.E. *7/18/11*  
 FLORIDA LICENSE NO. 49374

SCALE: 1"=2,500'	DATE: JULY 2011
SEC: 22,23,26,27 34S	REV NO:
TWP: 16E	INDEX NO:
PROJECT NO: 215500132 320	A-215500132-101
DRWN BY/EMP NO: ATO/89520	SHEET NO: 1 OF 21

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# INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	INDEX TO SHEETS
3	EXISTING CONDITIONS/DRAINAGE PATTERNS MAP
4	LEGEND
5	AERIAL LOCATION MAP
6	MASTER SITE PLAN AND KEY SHEET
7-13	GRADING PLAN
14-16	GRADING CROSS-SECTIONS
17-18	CONSTRUCTION DETAILS
19	BEST MANAGEMENT PRACTICES PLAN
20	BEST MANAGEMENT PRACTICES DETAILS
21	USACE WATERS OF THE U.S. IMPACTS

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL *[Signature]*



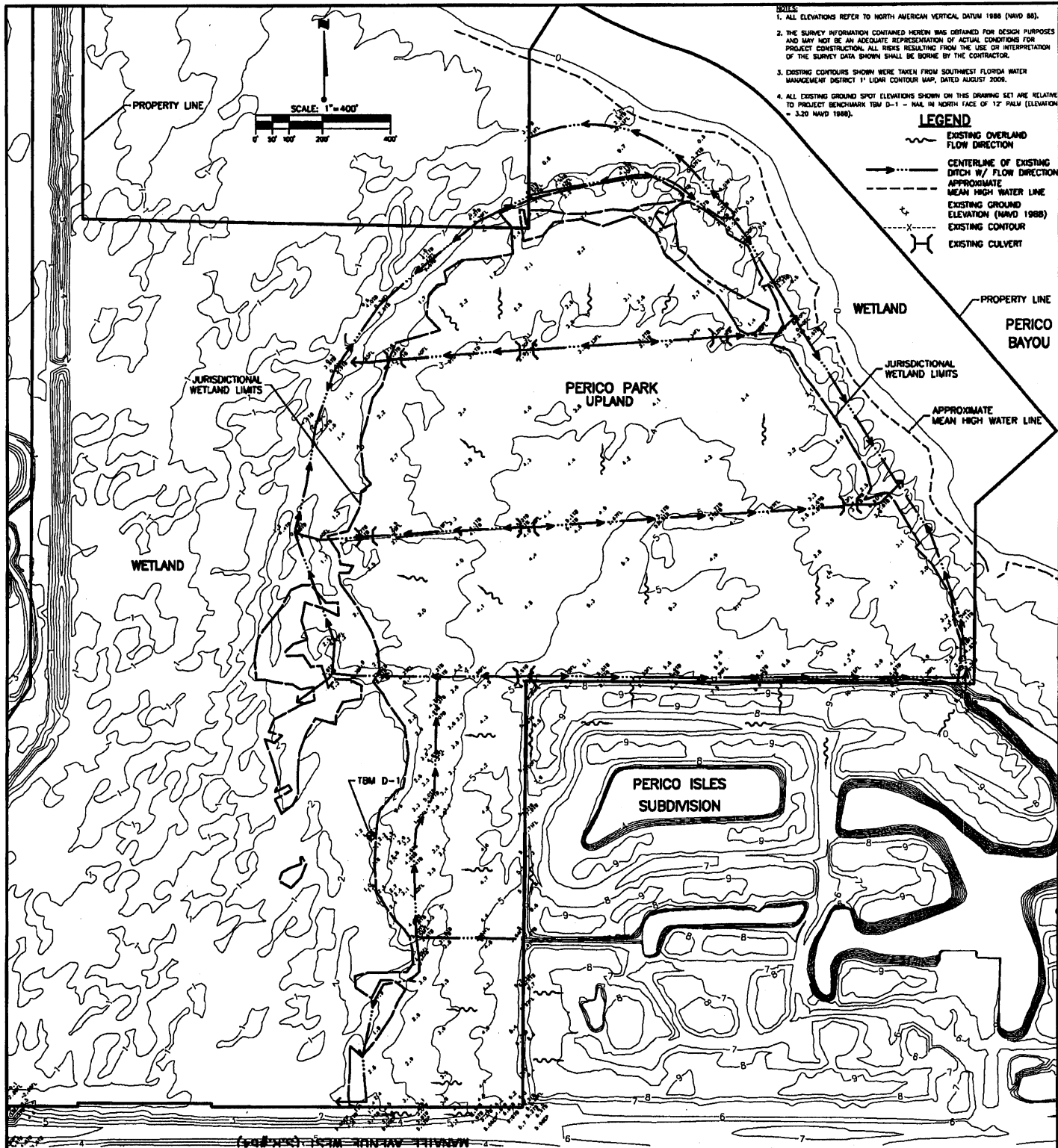
**Planners & Engineers**  
1777 Tamiami Trail, Suite 206 • Port C

**SAJ-2011-02468 (NW-MEP)**  
**NATIONWIDE PERMIT 27**  
**VERIFIED 23-SEPT-2011**

Walter, Inc. - FL Lic# LP-00099  
r, Inc. - Certificate of Authorization 640

*Consultants*

R. QUINCE SELLERS, P.E. <i>7/18/11</i>		DATE: JULY 2011
FLORIDA LICENSE NO. 49374		REV NO:
SCALE: N/A	TWP: 34S	RGE: 16E
SEC: 22,26,27	PROJECT NO. 215500132 320	INDEX NO: A-215500132-102
DRWN BY/EMP NO. ATO/89520	SHEET NO: 2 OF 21	



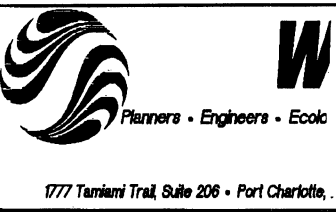
- NOTES:**
1. ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
  2. THE SURVEY INFORMATION CONTAINED HEREON WAS OBTAINED FOR DESIGN PURPOSES AND MAY NOT BE AN ACCURATE REPRESENTATION OF ACTUAL CONDITIONS FOR PROJECT CONSTRUCTION. ALL RISKS RESULTING FROM THE USE OR INTERPRETATION OF THE SURVEY DATA SHOWN SHALL BE BORNE BY THE CONTRACTOR.
  3. EXISTING CONTOURS SHOWN WERE TAKEN FROM SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT #1 LIDAR CONTOUR MAP, DATED AUGUST 2009.
  4. ALL EXISTING GROUND SPOT ELEVATIONS SHOWN ON THIS DRAWING SET ARE RELATIVE TO PROJECT BENCHMARK TBM D-1 - NAIL IN NORTH FACE OF 12" PALM (ELEVATION = 3.20 NAVD 1988).

**LEGEND**

- EXISTING OVERLAND FLOW DIRECTION
- CENTERLINE OF EXISTING DITCH W/ FLOW DIRECTION
- - - - - APPROXIMATE MEAN HIGH WATER LINE
- EXISTING GROUND ELEVATION (NAVD 1988)
- - - - - EXISTING CONTOUR
- ⌒ EXISTING CULVERT

**EXISTING CONDITIONS/DRAINAGE PATTERNS MAP**

PROJECT: PERICO PRESERVE RESTORATION  
 CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



SAJ-2011-02468 (NW-MEP)  
 NATIONWIDE PERMIT 27  
 VERIFIED 23-SEPT-2011

Wilson Miller, Inc. - FL Lic# LC-000070  
 Scale of Authorization 043






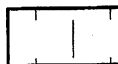
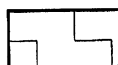
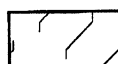
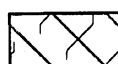
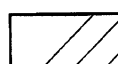
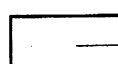









R. QUINCE SELLERS, P.E. 7/18/11		FLORIDA LICENSE NO. 49374	
SCALE:	1" = 400'	DATE:	JULY 2011
SEC:	TWP:	RGE:	REV NO:
22,26,27	34S	16E	
PROJECT NO.	INDEX NO:		
215500132 320	A-215500132-103		
DRWN BY/EVP NO.	SHEET NO:		
ATO/89520	3		OF 21

1777 Tamiami Trail, Suite 206 • Fort Charlotte, FL 34649

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## LEGEND

13.82± AC		SPOIL MAINTENANCE, (S-Mt) (WITHIN EXISTING WETLAND)
109.73± AC		EXISTING SALT MARSH WETLAND (INCLUDES PORTIONS OF PERICO BAYOU)
1.40± AC		WETLAND ENHANCEMENT - SALT MARSH (WEn-SM)
2.84± AC		WETLAND CREATION - SALT MARSH (WCr-SM)
4.46± AC		WETLAND CREATION - FRESH WATER MARSH (WCr-FW)
3.59± AC		UPLAND RESTORATION - SCRUB (URs-S)
11.77± AC		UPLAND RESTORATION - FLATWOODS (URs-FW)
7.70± AC		UPLAND RESTORATION - HAMMOCK (URs-H)
2.64± AC		UPLAND ENHANCEMENT - HAMMOCK (UEn-H)
5.07± AC		STAGING AREA
		(AREA NOT INCLUDED)
		EXISTING DITCH TO BE FILLED (WATERS OF THE U.S.)
		CENTERLINE OF DITCH W/ FLOW DIRECTION
		DIRECTION OF SURFACE FLOW
		EXISTING GROUND ELEVATION (NAVD 1988)
		PROPOSED GROUND CONTOUR W/ ELEVATION
		GRADE BREAK AT EXISTING GROUND
		PROPOSED GROUND ELEVATION
		SPOIL REMOVAL SITE WITH ID
		CROSS-SECTION (SEE SHEET 14-16)

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL 



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SAJ-2011-02468 (NW-MEP)  
NATIONWIDE PERMIT 27  
VERIFIED 23-SEPT-2011

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- Certificate of Authorization #48

rsultarite

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R. QUINCE SELLERS, P.E.  
FLORIDA LICENSE NO. 49374

SCALE:	N/A	DATE:	JULY 2011
SEC:	22,26,27	TWP:	34S
		RGE:	16E
PROJECT NO.	215500132 320		
INDEX NO:	A-215500132-104		
DRWN BY/EMP NO.	ATO/89520		
SHEET NO:	4 OF 21		



### AERIAL LOCATION MAP

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL *R. Quince Sellers*



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**SAJ-2011-02468 (NW-MEP)**  
**NATIONWIDE PERMIT 27**  
**VERIFIED 23-SEPT-2011**

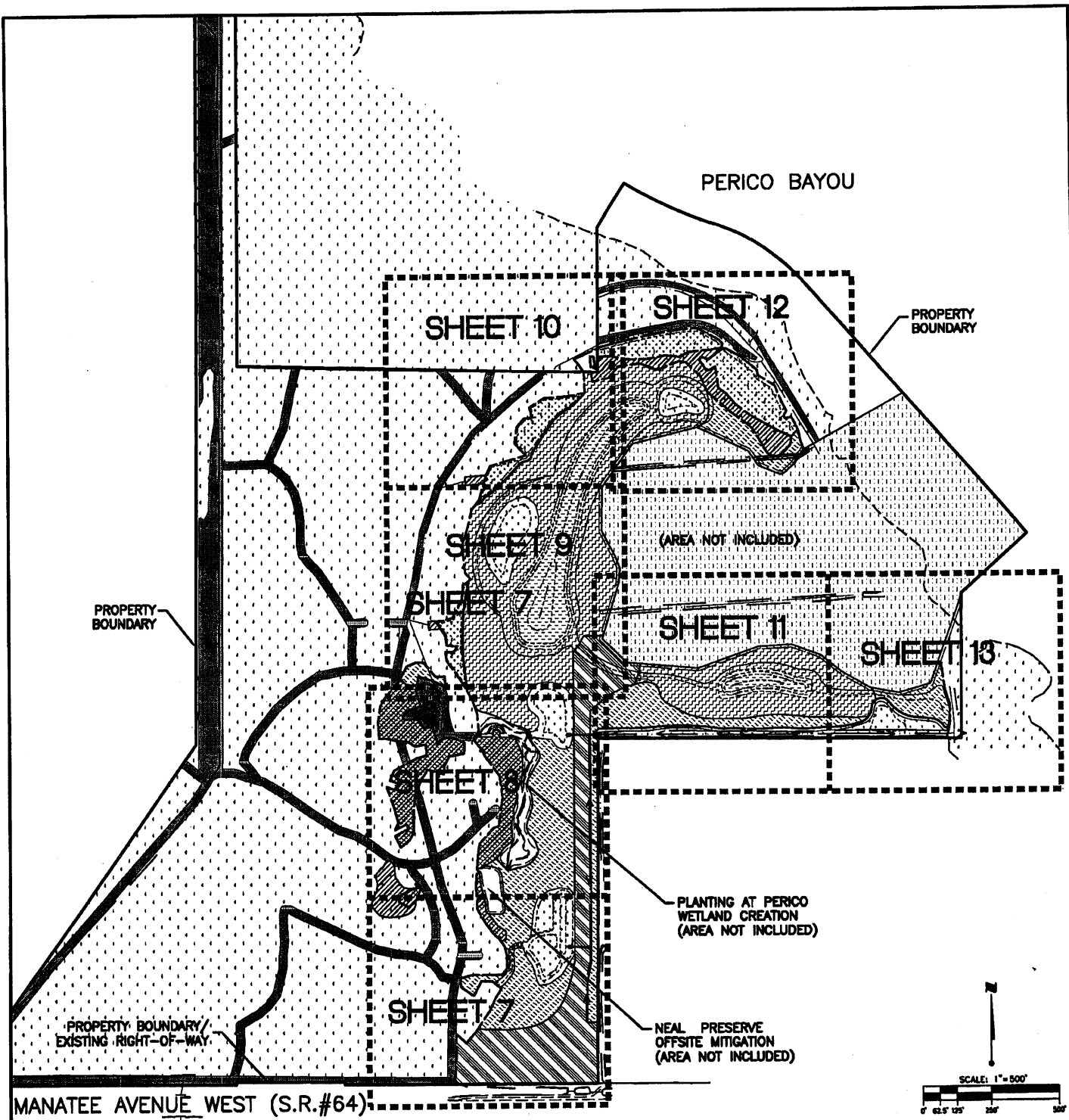
No. - FL 12410-00070  
 Certificate of Authorization #43

subtants

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R. QUINCE SELLERS, P.E. *7/18/11*  
 FLORIDA LICENSE NO. 49374

SCALE:	1" = 800'	DATE:	JULY 2011
SEC:	TWP:	RGE:	REV NO:
22, 26, 27	34S	16E	
PROJECT NO:	INDEX NO:		
215500132 320	A-215500132-105		
DRWN BY/EMP NO:	SHEET NO:		
ATO/8952C	5 OF 21		



## MASTER SITE PLAN AND KEY SHEET

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



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SAJ-2011-02468 (NW-MEP)  
 NATIONWIDE PERMIT 27  
 VERIFIED 23-SEPT-2011

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 Certificate of Authorization #48

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R. QUINCE SELLERS, P.E. 7/10/11  
 FLORIDA LICENSE NO. 49374

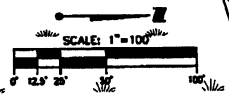
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SEC:	TWP: 22.26.27	RGE:	34S 16E
PROJECT NO.	215500132 320		INDEX NO:
DRWN BY/EMP NO.	ATO/89520		A-215500132-106
			SHEET NO:
			6 OF 21

1777 Tamiami Trail, Suite 206 • Port Chark.

**GRADING PLAN**

PROPERTY BOUNDARY/  
EXISTING RIGHT-OF-WAY

EXISTING WETLAND



WET-SM

WET-H

7

E SHEET

SH

MATCH LINE

MATCH LINE

EXISTING WETLAND

MATCH EXISTING GRADES

WET-H  
NEAR-PRESERVE  
OFF-SITE MITIGATION  
(AREA NOT  
INCLUDED)

EXISTING FENCE

UPLAND RESTORATION - HAMMOCK

EXISTING DITCH  
(TO BE FILLED)

RELOCATED RIP-RAP

WETLAND CREATION - FRESH WATER MARSH #1

STAGING AREA

STR #1  
MITERED END SECTION (4:1)  
HW E = 1.0

STR #2  
TYPE 'X' INLET  
GRATE ELEV = 4.9  
HW E = 1/4

EXISTING DITCH  
(TO BE FILLED)

50' APPROXIMATE LOCATION OF  
TEMPORARY EASEMENT AGREEMENT  
OFF-SITE DITCH  
TOP OF BANK

EXISTING WELL  
(TO REMAIN)

PROPERTY BOUNDARY  
EXISTING FENCE

MANATEE AVE

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



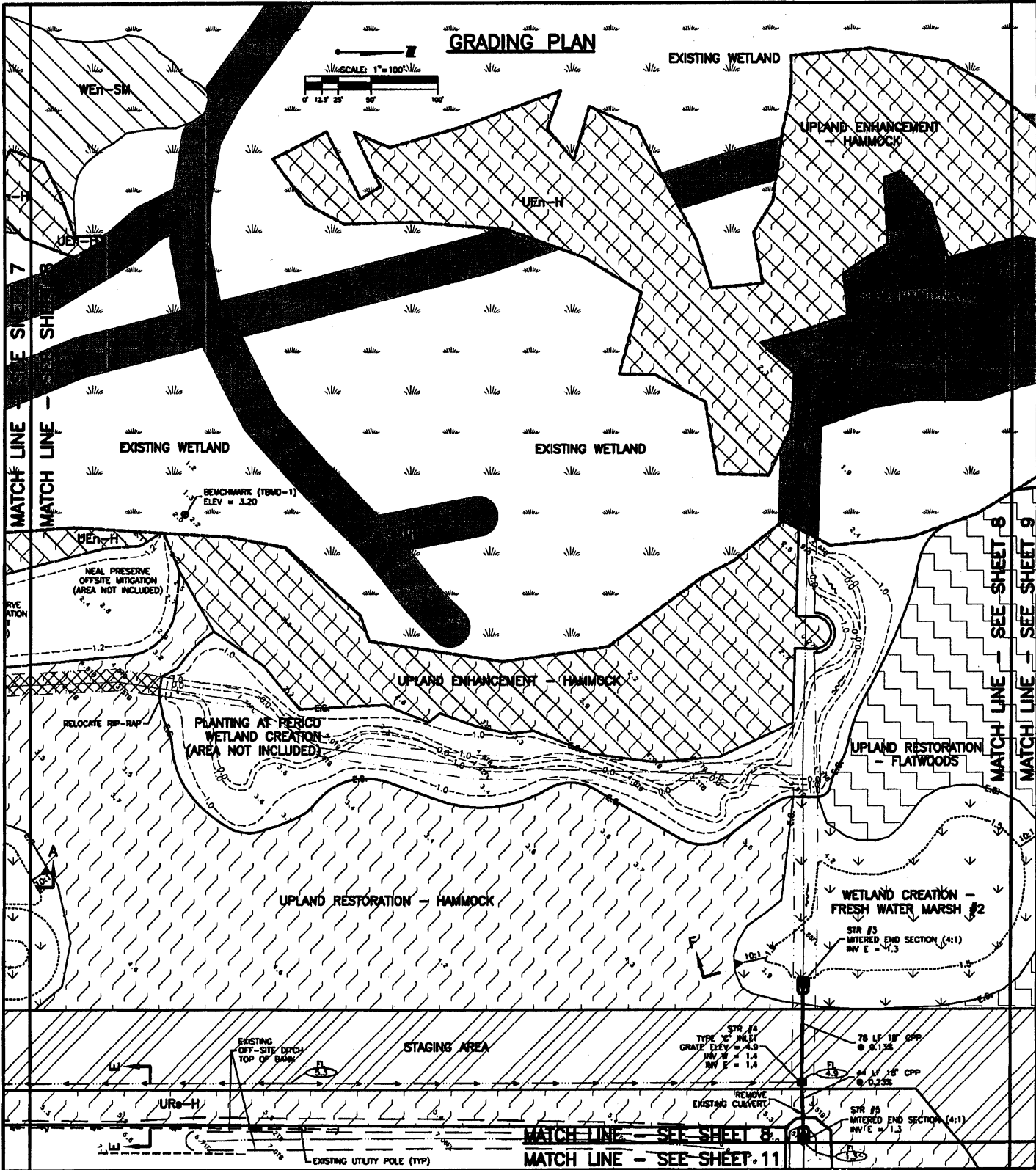
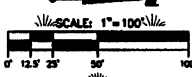
**SAJ-2011-02468 (NW-MEP)**  
**NATIONWIDE PERMIT 27**  
**VERIFIED 23-SEPT-2011**

FL LIC # LD-000070  
Scale of Authorization #49

R. QUINCE SELLERS, P.E. 7/18/11  
FLORIDA LICENSE NO. 49374

SCALE:	1" = 100'	DATE:	JULY 2011
SEC:	22,26,27	TWP:	34S
PROJECT NO.:	215500132 320	INDEX NO.:	A-215500132-107
DRWN BY/EMP NO.:	ATO/89520	SHEET NO.:	7 OF 21

# GRADING PLAN



PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



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**SAJ-2011-02468 (NW-MEP)**  
**NATIONWIDE PERMIT 27**  
**VERIFIED 23-SEPT-2011**

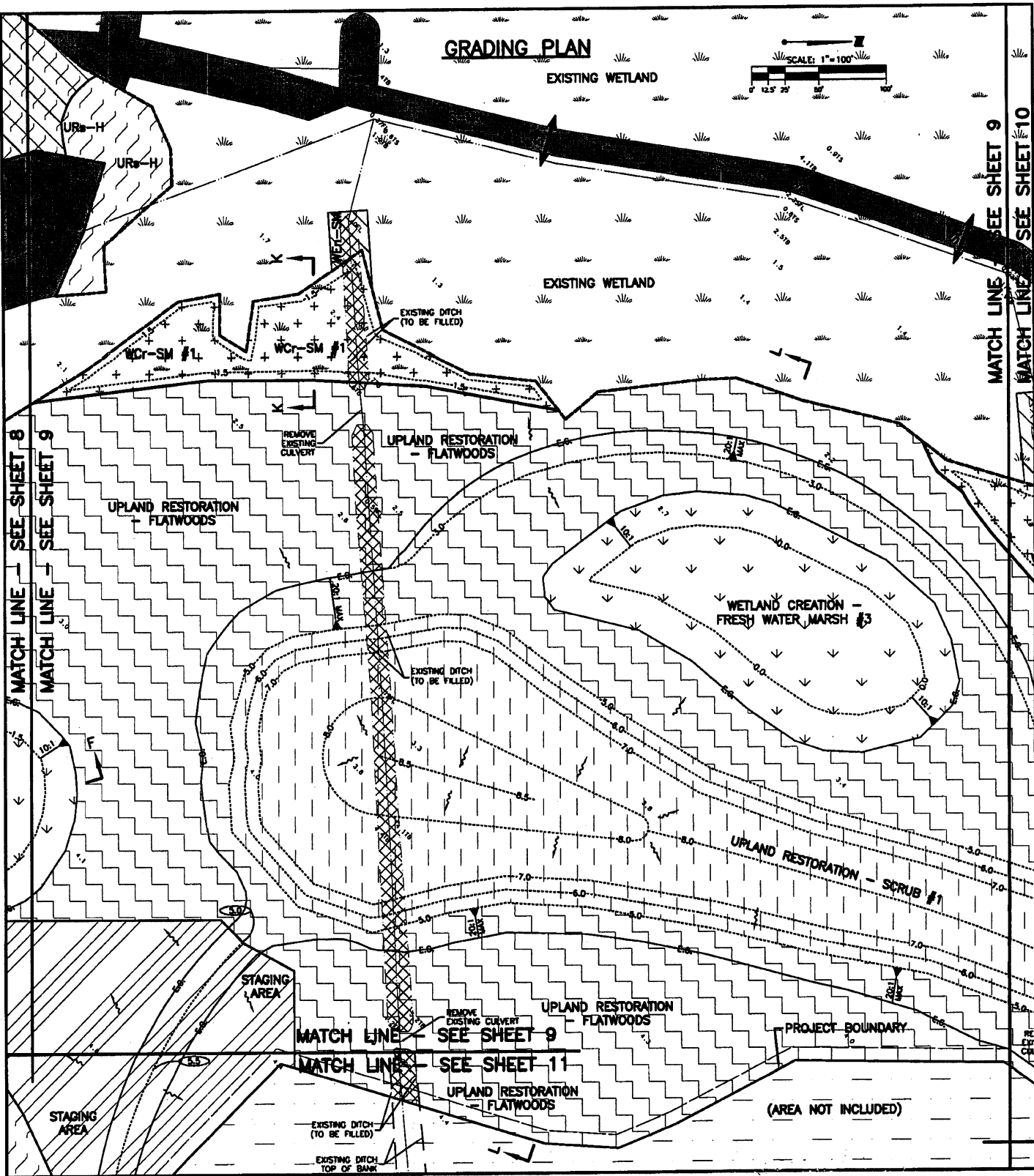
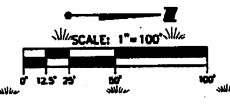
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Certificate of Authorization #49  
  
Atlanta  
  
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R. QUINCE SELLERS, P.E. 7/18/11  
FLORIDA LICENSE NO. 49374

SCALE: 1" = 100'	DATE: JULY 2011
SEC: 22, 26, 27	TWP: 34S
PROJECT NO. 215500132 320	INDEX NO. A-215500132-108
DRWN BY/EMP NO. ATO/89520	SHEET NO. 8 of 21

1777 Tamiami Trail, Suite 206 • Port Charles, FL

# GRADING PLAN



PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



SAJ-2011-02468 (NW-MEP)  
 NATIONWIDE PERMIT 27  
 VERIFIED 23-SEPT-2011

R. QUINCE SELLERS, P.E. 7/18/11		DATE: JULY 2011
FLORIDA LICENSE NO. 49374		REV NO:
SCALE: 1" = 100'	TWP: 34S	RGE: 16E
SEC: 22, 26, 27	PROJECT NO. 215500132 320	
DRWN BY/EMP NO. ATO/89520	INDEX NO. A-215500132-109	
	SHEET NO. 9 OF 21	

**GRADING PLAN**

MATCH LINE - SEE SHEET 9

MATCH LINE - SEE SHEET 10

EXISTING WETLAND

REMOVE EXISTING CULVERT

WET-SM #2

EXISTING DITCH (TO BE FILLED)

WETLAND CREATION - SALT MARSH #2

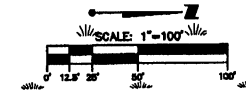
UPLAND RESTORATION - FLATWOODS

REMOVE EXISTING CULVERT

EXISTING DITCH (TO BE FILLED)

MATCH LINE - SEE SHEET 10

MATCH LINE - SEE SHEET 12



PROPERTY BOUNDARY

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL

**Wilson Miller, Inc.**  
Planners • Engineers • Ec

1777 Tamiami Trail, Suite 206 • Port Chark

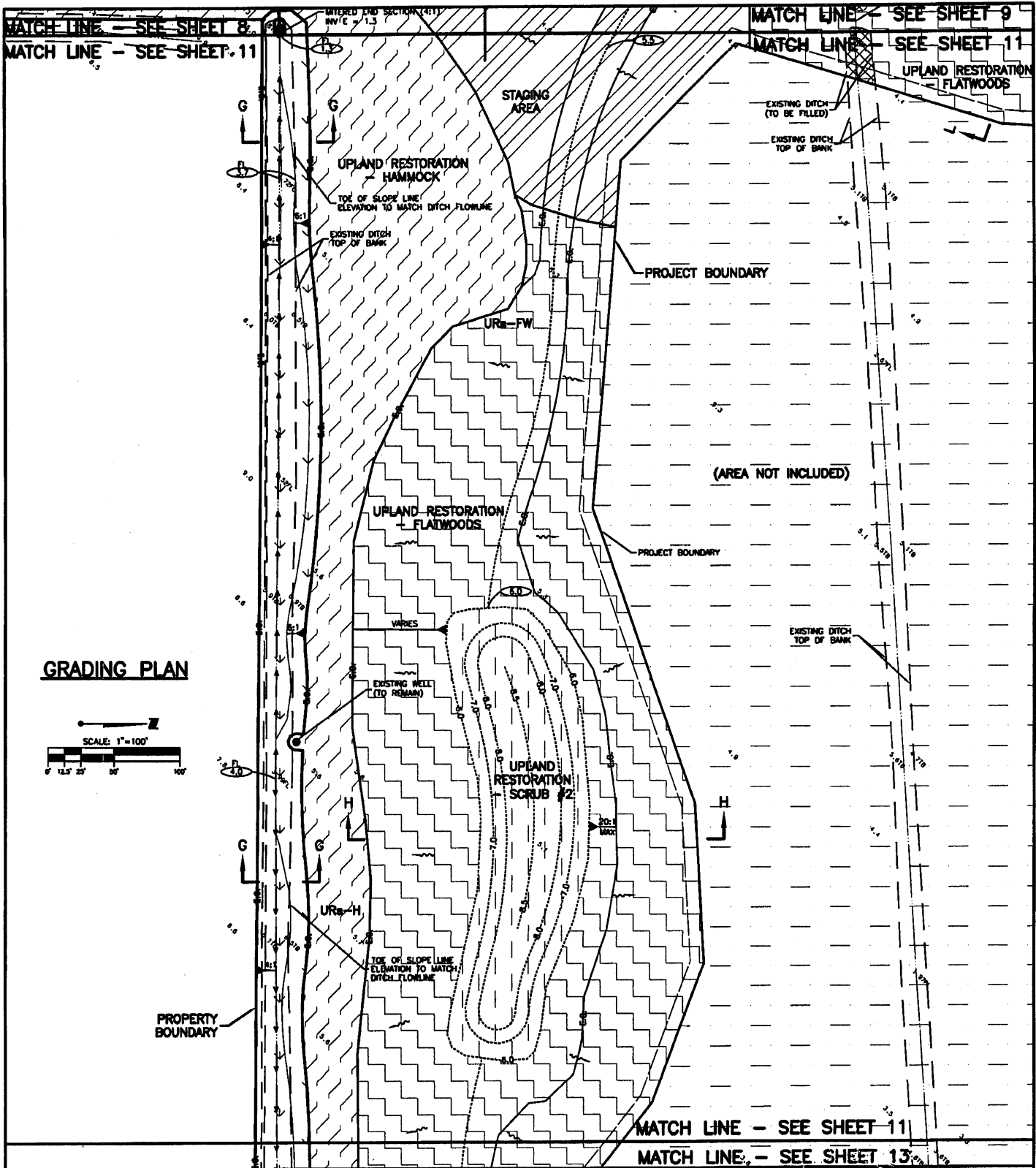
**SAJ-2011-02468 (NW-MEP)**  
**NATIONWIDE PERMIT 27**  
**VERIFIED 23-SEPT-2011**

Wilson Miller, Inc. - FL Lic# LC-00000  
Certificate of Authorization #40

subtants

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R. QUINCE SELLERS, P.E. 7/18/11			FLORIDA LICENSE NO. 49374	
SCALE:	1"=100'		DATE:	JULY 2011
SEC:	TWP:	RGE:	REV NO:	
22,26,27	34S	16E		
PROJECT NO:	215500132 320		INDEX NO:	A-215500132-110
DRWN BY/EMP NO:	ATO/89520		SHEET NO:	10 OF 21



PROJECT: PERICO PRESERVE RESTORATION  
 CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



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SAJ-2011-02468 (NW-MEP)  
 NATIONWIDE PERMIT 27  
 VERIFIED 23-SEPT-2011

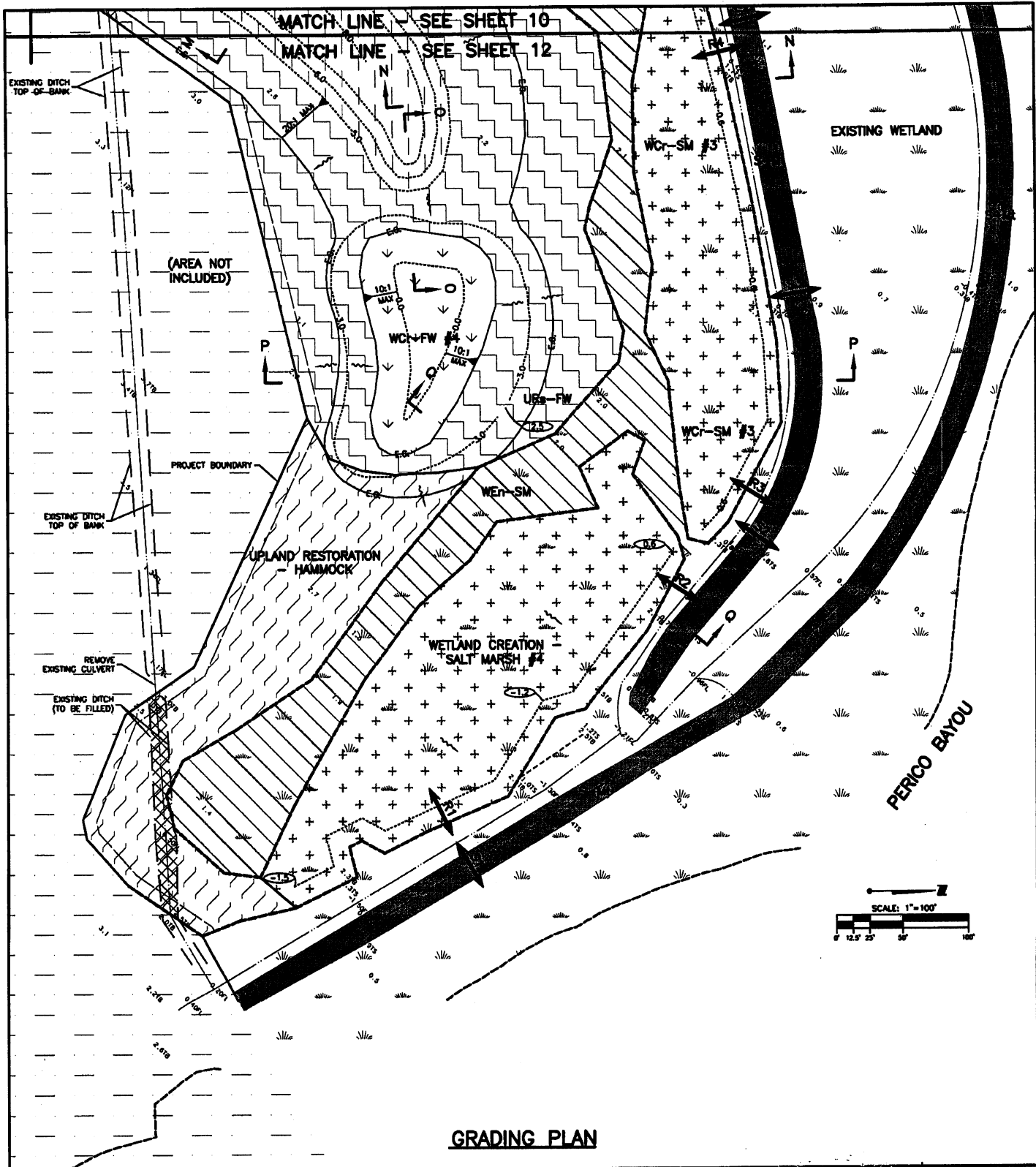
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R. QUINCE SELLERS, P.E. 7/18/11  
 FLORIDA LICENSE NO. 49374

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SEC:	TWP:	RGE:	REV NO:
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PROJECT NO:	INDEX NO:		
215500132 320	A-215500132-111		
DRWN BY/EMP NO:	SHEET NO:		
ATO/89520	11 OF 21		

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**GRADING PLAN**

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



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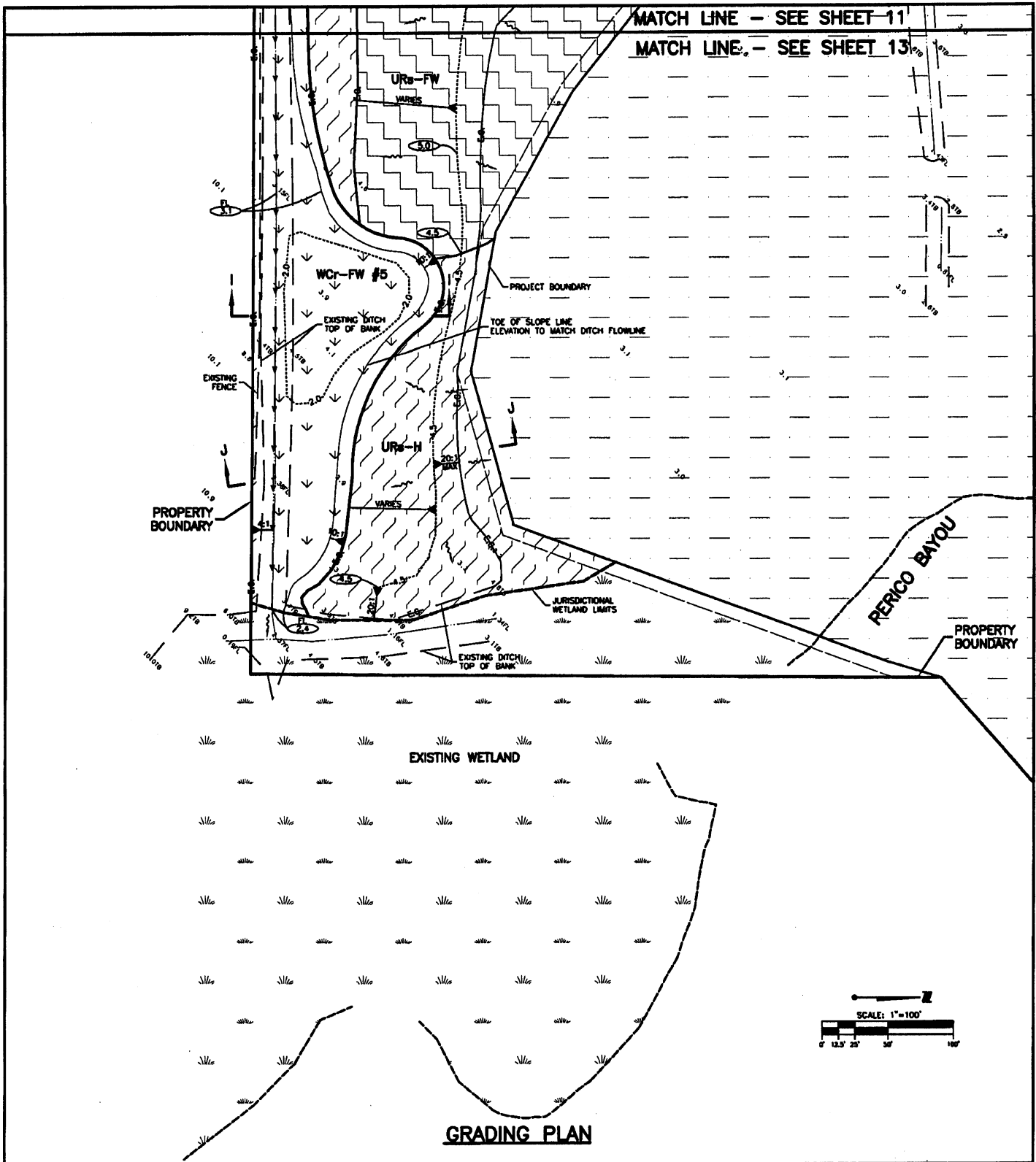
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 NATIONWIDE PERMIT 27  
 VERIFIED 23-SEPT-2011

1/4 inch LG-00000  
 date of Authorization 4/03

R. QUINCE SELLERS, P.E. 7/18/11  
 FLORIDA LICENSE NO. 49374

SCALE:	1" = 100'	DATE:	JULY 2011
SEC:	TWP:	RGE:	REV NO:
22,26,27	34S	16E	
PROJECT NO:	INDEX NO:		
215500132 320	A-215500132-112		
DRWN BY/EMP NO:	SHEET NO:		
ATO/89520	12 OF 21		

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**GRADING PLAN**

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL *[Signature]*



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R. QUINCE SELLERS, P.E.  
FLORIDA LICENSE NO. 49374

SCALE: 1" = 100'  
SEC: 22, 26, 27 TWP: 34S RGE: 16E

PROJECT NO.  
215500132 320

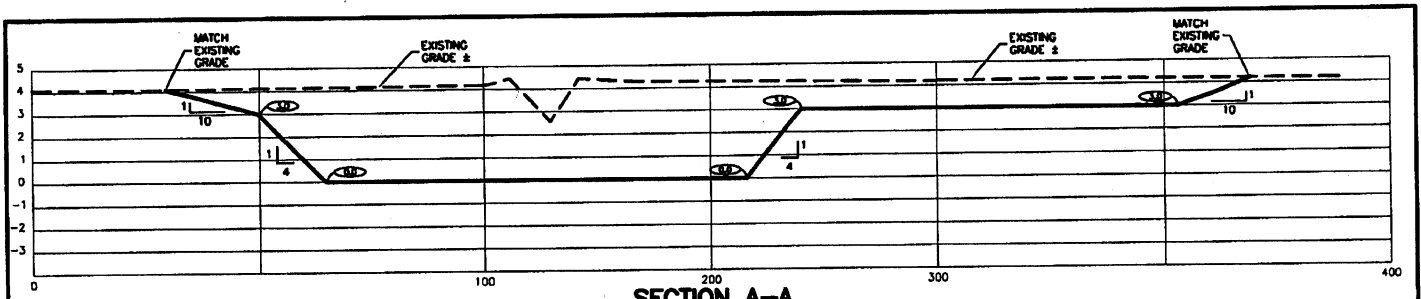
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ATO/89520

DATE: JULY 2011

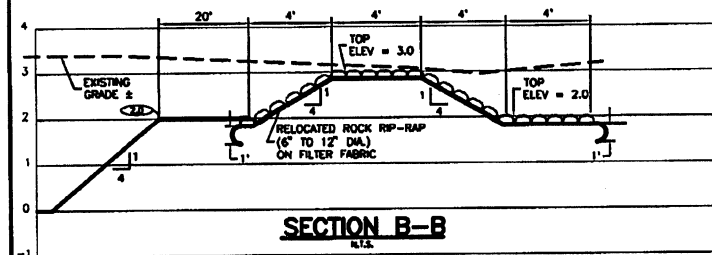
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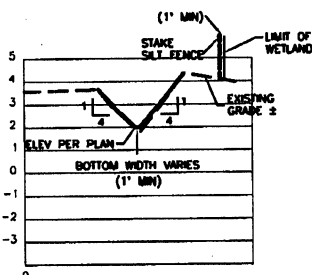
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13 OF 21



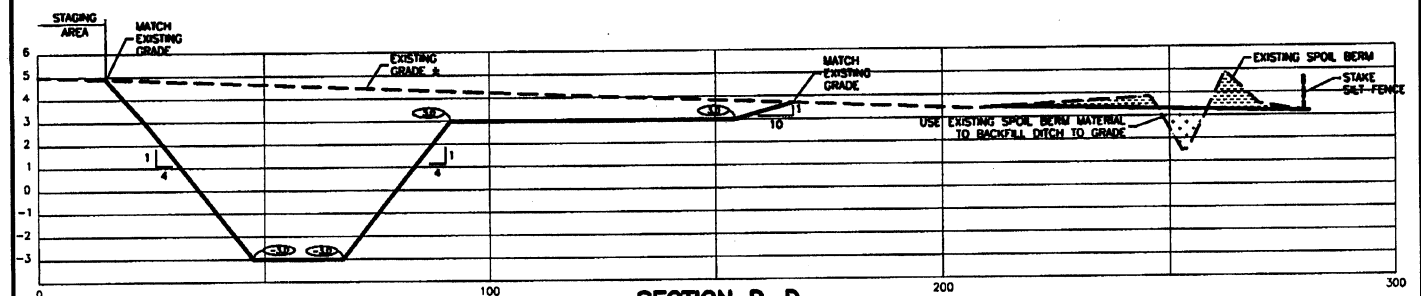
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 F=4' (VERT)



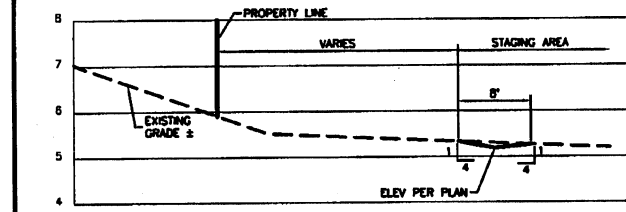
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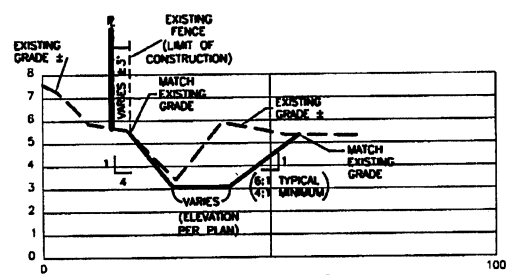
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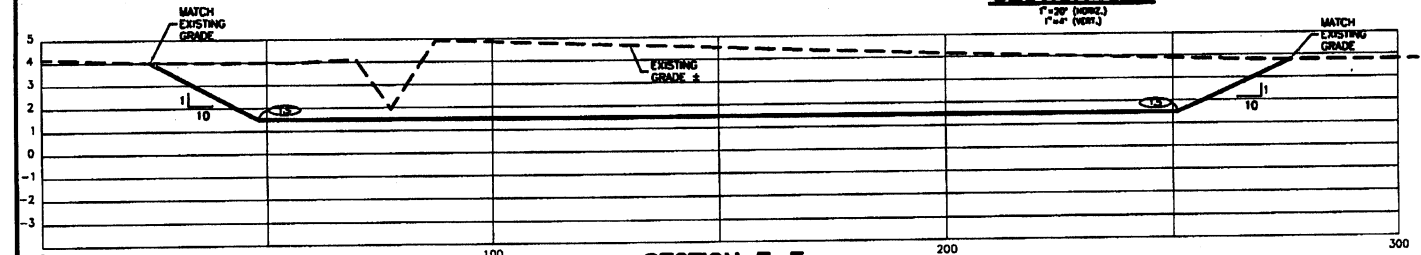
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**SECTION E-E**  
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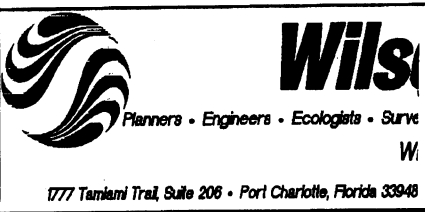
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**SECTION F-F**  
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**GRADING CROSS-SECTIONS**

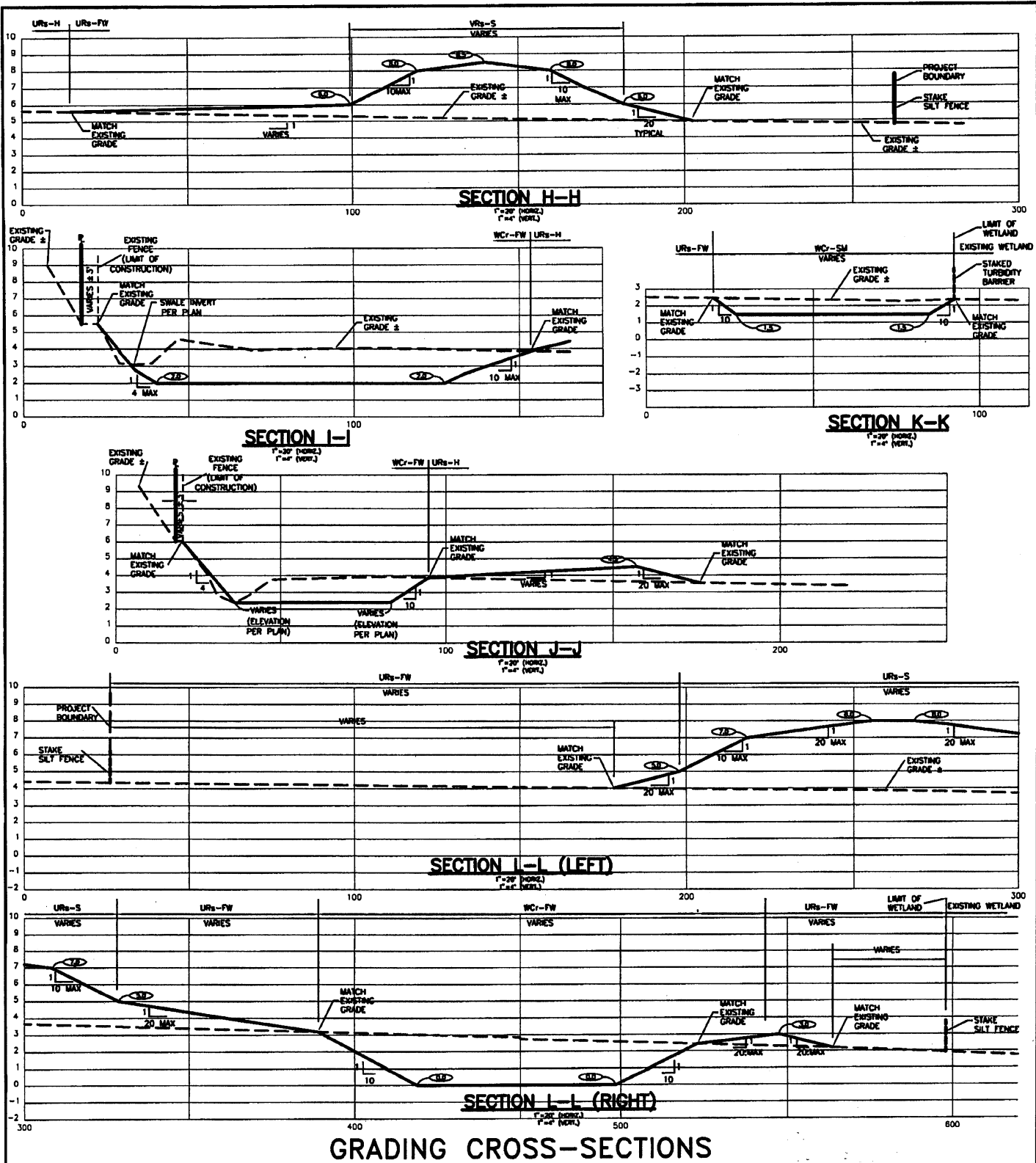
PROJECT: PERICO PRESERVE RESTORATION  
 CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



SAJ-2011-02468 (NW-MEP)  
 NATIONWIDE PERMIT 27  
 VERIFIED 23-SEPT-2011

R. QUINCE SELLERS, P.E. 7/18/11		FLORIDA LICENSE NO. 49374	
SCALE:	AS SHOWN	DATE:	JULY 2011
SEC:	22,26,27	TWP:	34S 16E
PROJECT NO.:	215500132 320		INDEX NO.:
DRWN BY/EMP NO.:	ATO/89520		A-215500132-114
			SHEET NO.:
			14 OF 21

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**GRADING CROSS-SECTIONS**

PROJECT: PERICO PRESERVE RESTORATION  
 CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL

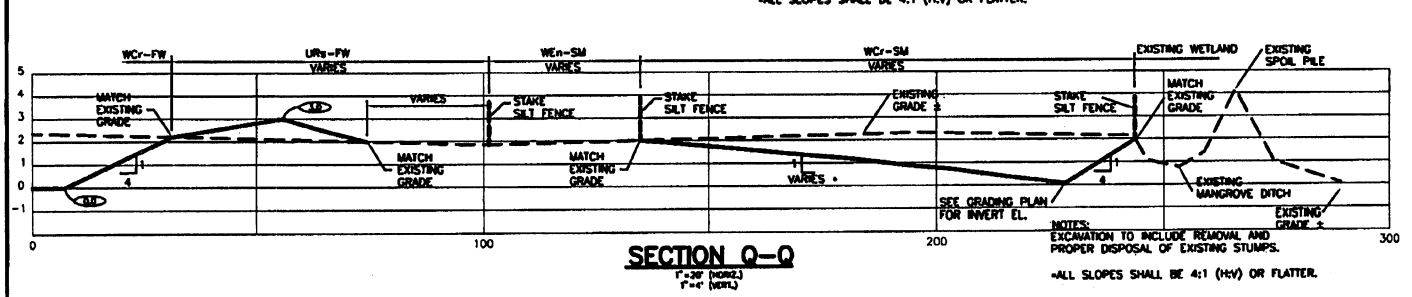
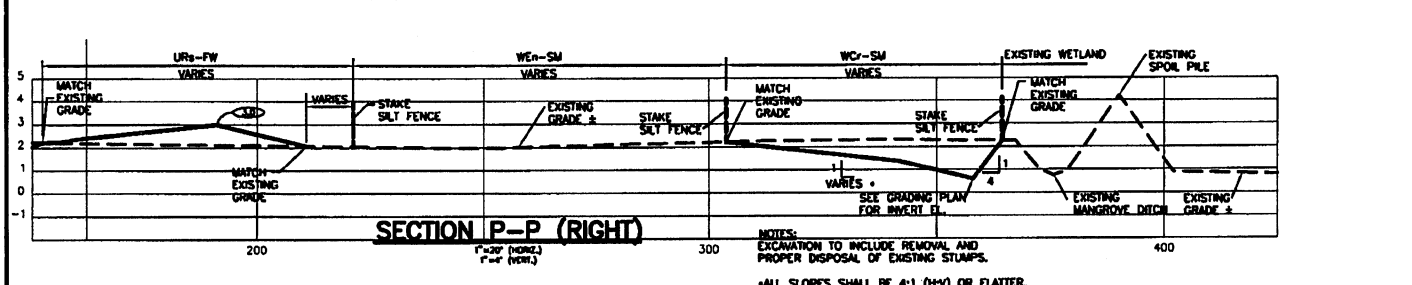
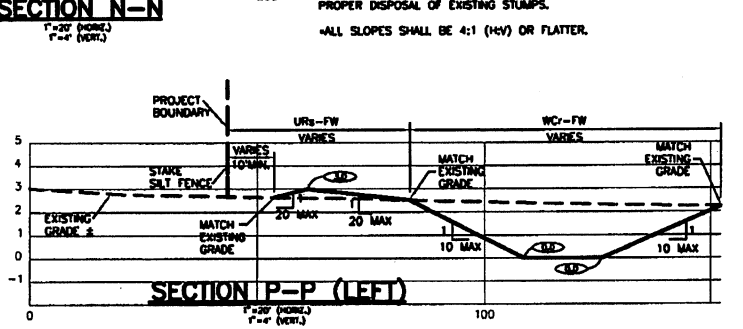
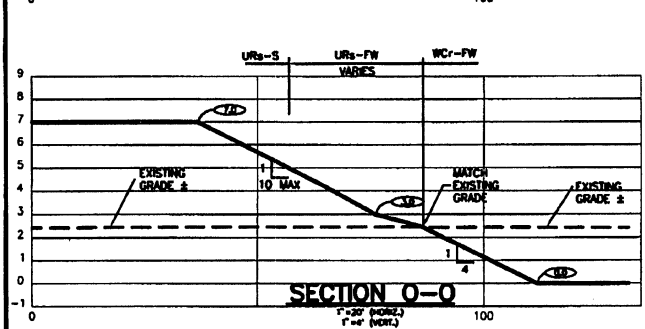
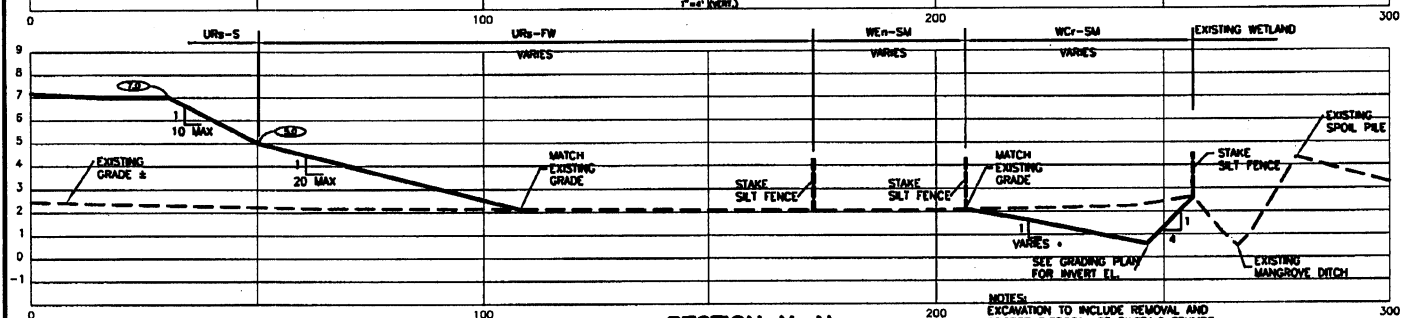
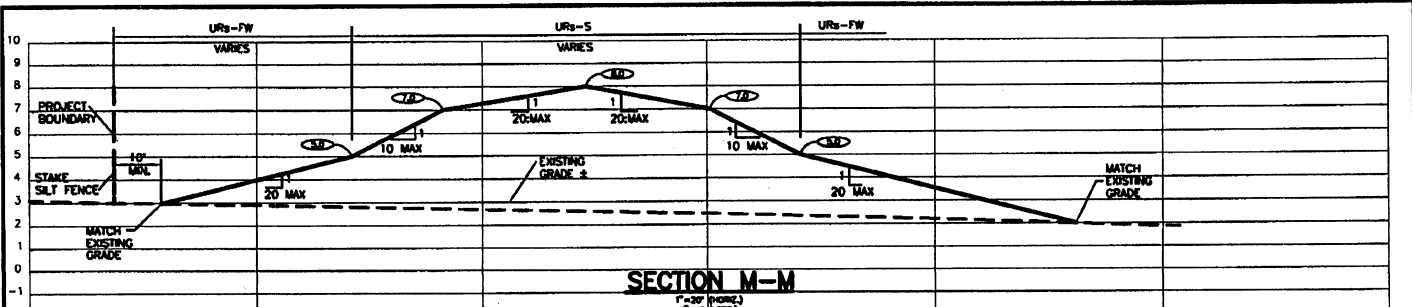


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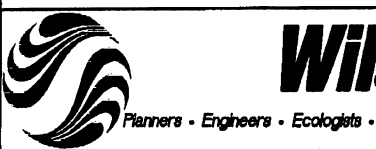
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 Authorization #49

R. QUINCE SELLERS, P.E. 7/18/11		FLORIDA LICENSE NO. 49374	
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SEC:	TWP: RGE:	REV NO:	
22,26,27	34S 16E		
PROJECT NO:	INDEX NO:		
215500132 320	A-215500132-115		
DRWN BY/EMP NO:	SHEET NO:		
ATO/89520	15	OF 21	



**GRADING CROSS-SECTIONS**

PROJECT: PERICO PRESERVE RESTORATION  
 CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



SAJ-2011-02468 (NW-MEP)  
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 VERIFIED 23-SEPT-2011

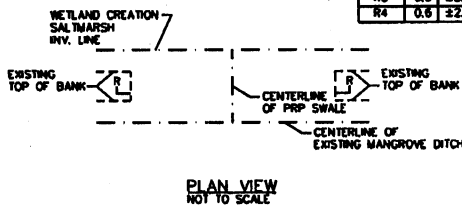
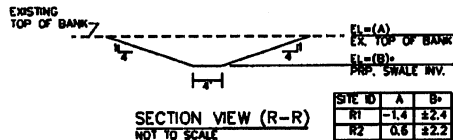
R. QUINCE SELLERS, P.E. 7/8/11 FLORIDA LICENSE NO. 49374	
SCALE: AS SHOWN	DATE: JULY 2011
SEC: 22,26,27	TWP: 34S
PROJECT NO: 215500132 320	INDEX NO: A-215500132-116
DRWN BY/EMP NO: ATO/89520	SHEET NO: 16 of 21

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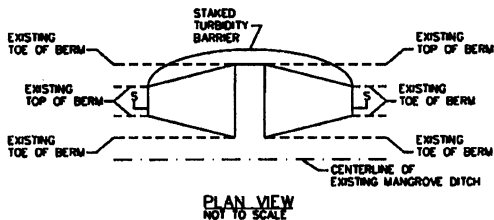
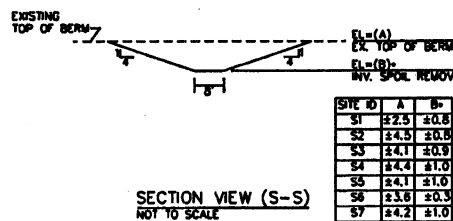
**GENERAL SITE CONSTRUCTION NOTES:**

1. THE PURPOSE OF THIS PROJECT IS ECOLOGICAL RESTORATION. THE CONTRACTORS WORKING ON THIS SITE SHALL TAKE GREAT CARE IN AVOIDING UNNECESSARY IMPACTS TO WETLANDS, VEGETATION, AND ANIMALS.
2. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF WORK. ALL CONTRACTORS ARE DIRECTED PRIOR TO BIDDING TO CONDUCT INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT MAY BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.
3. THE CONTRACTOR SHALL OBTAIN AND/OR VERIFY EXISTENCE OF ALL REQUIRED PERMITS PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY PERMITS NOT FURNISHED BY THE OWNER.
4. PRIOR TO THE START OF CONSTRUCTION ACTIVITY IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770), MANATEE COUNTY PUBLIC WORKS DEPARTMENT, FLORIDA POWER & LIGHT, VERIZON AND ANY OTHER UTILITIES (ELECTRIC, PHONE, GAS, CABLE, ETC.). IT IS THE CONTRACTORS RESPONSIBILITY TO PROTECT EXISTING UTILITIES FROM DAMAGE.
5. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
6. IF HUMAN REMAINS OR ARCHEOLOGICAL ARTIFACTS ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR MUST STOP WORK IMMEDIATELY AND PROMPTLY NOTIFY THE PROJECT MANAGER.
7. THE CONTRACTOR SHALL NOT ENTER UPON, OR ALTER THE WETLAND PRESERVE AREAS THAT MAY BE ONSITE OR DIRECTLY ADJACENT TO THE PROJECT AREA EXCEPT AS NOTED IN THESE DRAWINGS. ALL WORK PERFORMED IN THE VICINITY OF OPEN WATER AND/OR WETLANDS IS TO BE PERFORMED IN COMPLIANCE WITH THE ENVIRONMENTAL PERMITS FOR THE SITE. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY FINE RESULTING FROM VIOLATION OF PERMIT CONDITIONS.
8. ALL ELEVATIONS SHOWN ON THIS DRAWING SET ARE RELATIVE TO PROJECT BENCHMARK TBM D-1 - NAIL IN NORTH FACE OF 12" PALM (ELEVATION = 3.20 NAVD 1988).
9. THE CONTRACTOR SHALL CLEAR AND GRUB TO REMOVE STUMPS, ROOTS, TREES, VEGETATION AND OBSTRUCTIONS TO THE WORK IN ALL AREAS DESIGNATED FOR SITE GRADING. ALL STUMPS, ROOTS, AND OTHER DEBRIS SHALL BE REMOVED FROM WITHIN THE CONSTRUCTION AREAS TO A DEPTH OF AT LEAST 1 FOOT BELOW THE PROPOSED GRADE.
10. ALL CLEARING, GRUBBING AND EXCAVATED MATERIAL WILL BE TRANSFERRED TO ONSITE UPLAND AREAS AND UTILIZED IN UPLAND ENHANCEMENT ACTIVITIES. VEGETATIVE DEBRIS WILL BE BURNED OR REMOVED FROM SITE AS DIRECTED BY PROJECT MANAGER.
11. ALL CONSTRUCTION DEBRIS WILL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALCULATE AND VERIFY ALL CUT AND FILL QUANTITIES OF EARTHWORK FOR THE PROJECT. A BULKING FACTOR SHOULD BE TAKEN INTO ACCOUNT WHEN FIGURING VOLUMES OF FILL PLACEMENT.
13. IMMEDIATELY BEFORE REQUESTING FINAL INSPECTIONS, THE CONTRACTOR SHALL CHECK ALL LINES AND DRESS TO THE PROPER GRADES/CONTOURS. ALL AREAS ARE TO BE STABILIZED AND MAINTAINED UNTIL ACCEPTANCE. WHEN UPLAND AND WETLAND PLANTING AREAS ARE INDICATED ON DRAWINGS OR SPECIFIED, THE CONTRACTOR SHALL MAKE ALLOWANCES WHEN ROUGH GRADING FOR THE FINISHED GRADES IN THESE AREAS.
14. POST GRADING SOIL CONDITIONS SHALL BE APPROPRIATE FOR PLANTING WITH LIMITED COMPACTION AS DETERMINED BY PROJECT ECOLOGIST.
15. ANY DISTURBED AREA WILL BE SEEDED/MULCHED, HYDROSEEDDED, OR SODDED OR PLANTED WITH MATERIALS AS SPECIFIED IN THE PLANTING PLANS.
16. ALL PLANT MATERIAL TO BE INSTALLED SHALL BE HEALTHY, IN GOOD CONDITION, FREE FROM DISEASE AND APPROVED BY A QUALIFIED ECOLOGIST PRIOR TO INSTALLATION.
17. DURING CONSTRUCTION OF SPOIL REMOVAL SITES WORK WILL BE DONE FROM UPLANDS TO THE EXTENT POSSIBLE. IN AREAS WHERE EQUIPMENT USED TO PERFORM SPOIL REMOVAL IS REQUIRED TO CROSS WETLANDS/WATERS OF THE UNITED STATES THE PROJECT ECOLOGIST WILL MONITOR THE OPERATION AND ENSURE MINIMAL DAMAGE TO SOIL AND VEGETATION OCCURS. NO EXCAVATED MATERIAL WILL BE PLACED IN WETLANDS AND ANY ALTERATIONS TO GRADE FROM SPOIL REMOVAL WILL BE REPAIRED.
18. SOILS PITS WERE DUG AND ANALYZED BY A WILSONMILLER STANTEC ECOLOGIST AT SEVERAL LOCATIONS ON THIS SITE TO DETERMINE THE APPROXIMATE ELEVATION OF MEAN HIGH GROUNDWATER ELEVATION CONDITIONS BASED ON DIRECT OBSERVATION OF GROUND WATER AND HYDRIC SOIL INDICATORS. THESE OBSERVATIONS WERE USED TO DETERMINE BOTTOM ELEVATIONS OF WETLAND CREATIONS AREAS.



**① TYPICAL WCr-SM TO EXISTING DITCH SPOIL REMOVAL DETAIL**

NOTES: • INVERT OF PROPOSED SWALE TO MATCH INVERT OF EXISTING MANGROVE DITCH. LOCATION FOR SPOIL REMOVAL SITE TO BE FIELD LOCATED BY PROJECT ECOLOGIST. ELEVATIONS SHOWN IN TABLE ARE APPROXIMATE AND WILL NEED TO BE FIELD VERIFIED.



**② TYPICAL SPOIL BERM REMOVAL DETAIL**

NOTES: • ADJACENT EXISTING WETLAND APPROXIMATE NATURAL GROUND ELEVATION. LOCATION FOR SPOIL REMOVAL SITE TO BE FIELD LOCATED BY PROJECT ECOLOGIST. ELEVATIONS SHOWN IN TABLE ARE APPROXIMATE AND WILL NEED TO BE FIELD VERIFIED.

**CONSTRUCTION DETAILS**

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



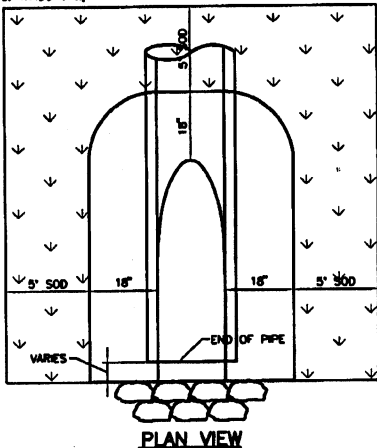
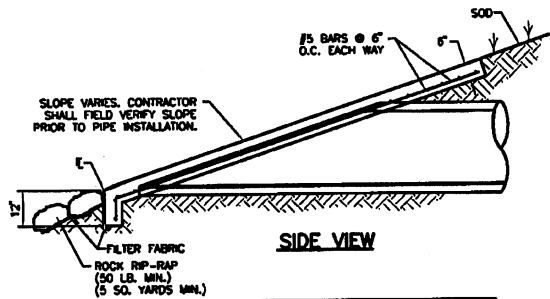
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SAJ-2011-02468 (NW-MEP)  
NATIONWIDE PERMIT 27  
VERIFIED 23-SEPT-2011

16110-0000  
State of Authorization #40

R. QUINCE SELLERS, P.E. 7/18/11  
FLORIDA LICENSE NO. 49374

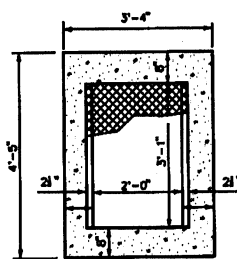
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SEC: 22,26,27	TWP: 34S
RGE: 16E	INDEX NO: A-215500132-117
PROJECT NO: 215500132 320	SHEET NO: 17 of 21
DRWN BY/EMP NO: ATO/89520	



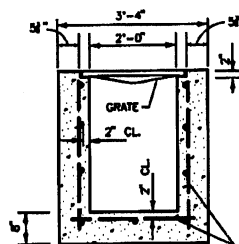
**NOTES:**

1. CONCRETE SHALL BE 3000 P.S.I. @ 28 DAYS
2. CHAMFER ALL EXPOSED EDGES 3/4\".
3. RIP-RAP SHALL BE SUPPLIED AND CONSTRUCTED AS DEFINED IN THE F.D.O.T. SPECIFICATIONS SEC. 530, "RIP-RAP", SPECIFICALLY SEC. 530-3.1 OR SEC. 530-3.3 "CONSTRUCTION METHODS" 5 SY. RIP-RAP AND FILTER CLOTH TO BE INCLUDED IN THE UNIT PRICE OF THE MITERED END SECTION. IF ADDITIONAL RIP-RAP (> 5 SY.) IS REQUIRED AND DIRECTED, IT SHALL BE PAID FOR ON A PER YARD BASIS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. FILTER FABRIC SHALL BE SUPPLIED AND CONSTRUCTED AS DEFINED IN THE F.D.O.T. SPECIFICATIONS SEC. 514, PLASTIC FILTER FABRIC, SPECIFICALLY SEC. 514-3.4 RIPRAP, INCLUDED IN UNIT COST OF MITERED END SECTION.

**MITERED END SECTION**  
S-0022 N.T.S.



**PLAN**



**SECTION**

**NOTES**

1. INLET SHALL HAVE 3\" DIA. HOLE AT THE BOTTOM OF THE BOX CLEAR OF THE PIPE CONSTRUCTION, TO BE PLUGGED WHEN CONCRETE INVERT FORMED.
2. U.S.F. GRATE NO. 6606 (STEEL)
3. FRAME & GRATE SHALL BE OF STEEL CONSTRUCTION COATED WITH 2 APPLICATIONS OF BLACK ENAMEL, 4.0 MILS DRY FILM THICKNESS EACH COAT, 8 MILS TOTAL COATING SHALL MEET OR EXCEED FDOT SPECIFICATION 971-8. CONTRACTOR SHALL APPLY ONE FIELD COAT TO ANY BARE AREAS AS DETERMINED BY ENGINEER.
4. 3/4\" CHAMFER ALL EXPOSED EDGES.
5. 3000 PSI CONCRETE @ 28 DAYS SHALL BE USED THROUGHOUT.
6. POURED CONCRETE INVERT AFTER INLET & PIPE PLACED IN GROUND, 3000 PSI @ 28 DAYS.
7. REINFORCING STEEL SHALL BE INTERMEDIATE GRADE BILLET WITH DEFORMATIONS CONFORMING TO ASTM A-615-76A, ALL STEEL SHALL BE 2\" CLEAR UNLESS OTHERWISE NOTED.

**F.D.O.T. TYPE "C" INLET**  
(SEE FDOT INDEX 232) N.T.S.

**CONSTRUCTION DETAILS**

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



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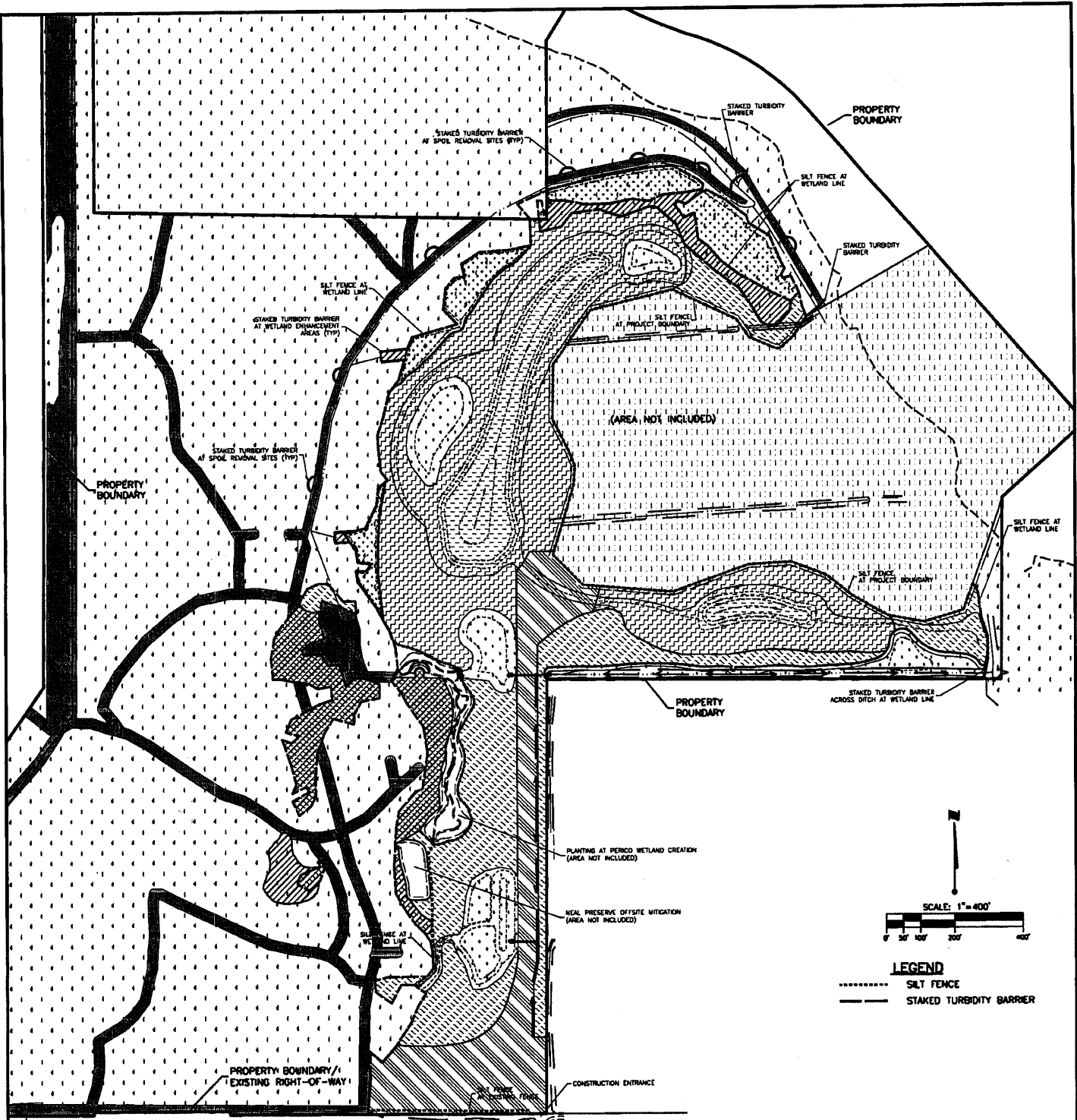
SAJ-2011-02468 (NW-MEP)  
NATIONWIDE PERMIT 27  
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R. QUINCE SELLERS, P.E. 7/18/11  
FLORIDA LICENSE NO. 49374

SCALE:	N/A	DATE:	JULY 2011
SEC:	TWP: 34S	RGE:	16E
PROJECT NO:	215500132 320		INDEX NO:
DRWN BY/EMP NO:	ATO/89520		A-215500132-118
			SHEET NO:
			18 OF 21



MANATEE AVENUE WEST (S.R.#64)

## BEST MANAGEMENT PRACTICES PLAN

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



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SAJ-2011-02468 (NW-MEP)  
NATIONWIDE PERMIT 27  
VERIFIED 23-SEPT-2011

WFP  
revision #43

R. QUINCE SELLERS, P.E. 7/18/11  
FLORIDA LICENSE NO. 49374

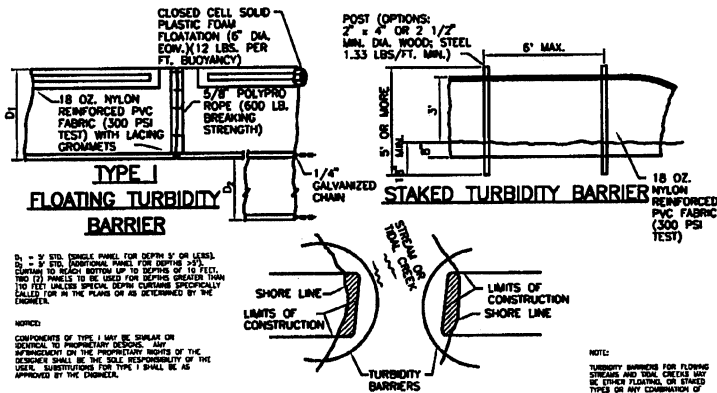
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PROJECT NO: 215500132-320	INDEX NO: A-215500132-106
DRWN BY/EMP NO: ATO/89520	SHEET NO: 19 OF 21

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**NOTES:**

1. THE CONTRACTOR SHALL ERECT SILT FENCE, STAKED HAY BALES, STAKED TURBIDITY BARRIERS, AND FLOATING TURBIDITY BARRIERS PRIOR TO COMMENCEMENT OF EXCAVATION/GRADING ACTIVITY.
2. REQUIRED EROSION AND SEDIMENT CONTROL MEASURES MUST BE INSTALLED AND MAINTAINED AS REQUIRED THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT.
3. ALL EROSION PROTECTION SHALL BE MAINTAINED BY THE CONTRACTOR IN COMPLIANCE WITH SWFWMD, MANATEE COUNTY, AND NPDES PERMIT REQUIREMENTS THROUGHOUT THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL INSPECT THE EROSION CONTROL DEVICES DAILY AND WITHIN 4 HOURS AFTER EACH RAINFALL EVENT OF 0.25 INCHES OR MORE. ALL MAINTENANCE SHALL BE PERFORMED WITHIN 24 HOURS OF INSPECTION.
4. ALL PRACTICABLE AND NECESSARY EFFORTS SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT MATERIAL TO INLETS, WETLANDS, AND OFFSITE AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATION EFFORTS THAT MAY BE REQUIRED.
5. THE CONTRACTOR SHALL CONTROL ALL FUGITIVE DUST ORIGINATING ON THIS PROJECT AND SHALL USE WATER, STRAW MULCH, OR OTHER SUITABLE MATERIAL AS REQUIRED.
6. THE CONTRACTOR SHALL MAINTAIN TURBIDITY BARRIERS UNTIL COMPLETION AND ACCEPTANCE OF ALL GRADING AND PLANTING.
7. THE CONTRACTOR SHALL MAINTAIN EROSION AND SEDIMENT CONTROL (TURBIDITY BARRIERS, SILT FENCE, HAY BALES, OR OTHER AS APPROVED) AT ALL GRADED AREAS AFTER GRADING IS COMPLETE AND UNTIL PLANTING AND GROUND COVER IS ESTABLISHED.
8. EROSION AND SEDIMENT CONTROL DEVICES (SILT FENCE, TURBIDITY BARRIERS, ETC.) ARE DEPICTED IN APPROXIMATE LOCATIONS AND SHALL BE ADJUSTED AS NECESSARY WITH THE DIRECTION OF THE PROJECT ECOLOGIST IN ORDER TO AVOID EXISTING NATIVE PLANTS AND PRESERVATION AREAS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND PROPER DISPOSAL OF ALL EROSION AND SEDIMENT CONTROL DEVICES AT THE COMPLETION OF THE PROJECT.



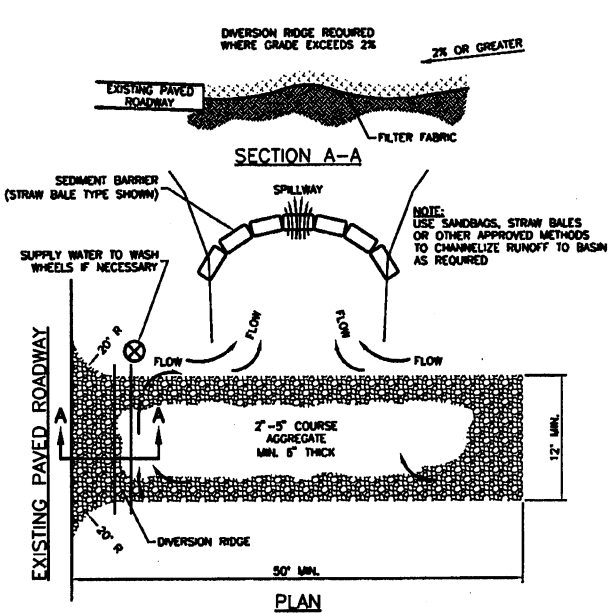
D<sub>1</sub> = 1/2 STD. SINGLE PANEL FOR DEPTH 5' OR LESS  
 D<sub>2</sub> = 1/2 STD. ADDITIONAL PANEL FOR DEPTH 5'-10'  
 D<sub>3</sub> = 1/2 STD. ADDITIONAL PANEL UP TO DEPTH OF 10 FEET  
 TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN  
 10 FEET. HAY BALE SPECS. SHOWN OTHERWISE SPECIFICALLY  
 CALLED FOR IN THE PLANS OR AS DETERMINED BY THE  
 ENGINEER.

**NOTES:**  
 COMPONENTS OF TYPE I MAY BE SIMILAR OR  
 IDENTICAL TO PROPRIETARY DESIGN. ANY  
 INFORMATION ON THE PROPRIETARY RIGHTS OF THE  
 DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE  
 USER. SUBSTITUTIONS FOR TYPE I SHALL BE AS  
 APPROVED BY THE ENGINEER.

- NOTES:**
1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGULARLY OF WATER SOUTH.
  2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON WATER VELOCITY.
  3. SCAVENGING OF BARRIERS AROUND PILE LOCATIONS MAY BE NECESSARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
  4. ANCHORS MAY REQUIRE SEDIMENT BARRIERS DURING CONSTRUCTION OPERATIONS.

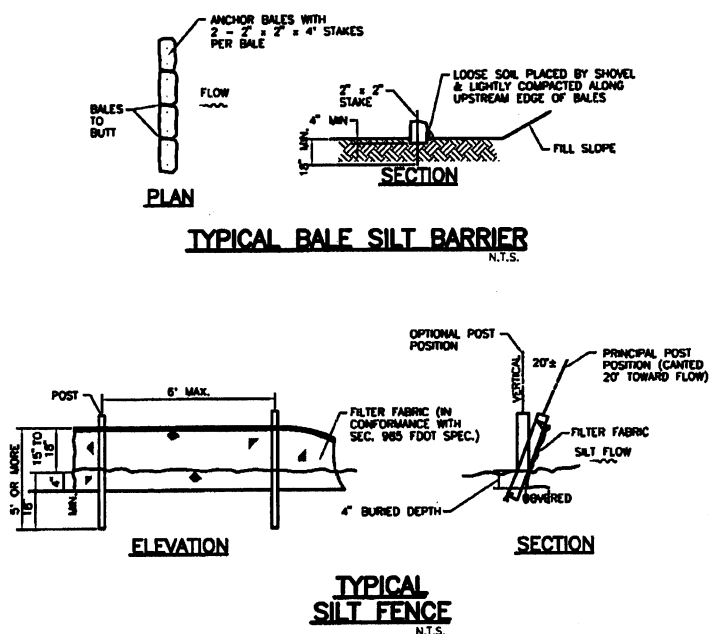
**TURBIDITY BARRIER APPLICATIONS**  
**TURBIDITY BARRIERS**  
 N.T.S.

**NOTE:**  
 TURBIDITY BARRIERS FOR FLOWING STREAMS AND TYPICAL CREEKS MAY BE OTHER PLANTING OR STAKED TYPES OR ANY COMBINATION OF TYPES THAT WILL SIZE FLOW CONDITIONS AND MAINTAIN QUALITY OF WATER. HAY BALE TYPES (TYPE I) SHALL BE AS SPECIFIED IN THE PLANS. FLOWING STREAMS SHALL BE UNDER THE PERMIT ESTABLISHED IN THE PLANS FOR FLOWING TURBIDITY BARRIERS AND/OR STAKED TURBIDITY BARRIERS TO BE INSTALLED IN WETLANDS, POTENTIAL WETLANDS, STREAMS DIRECTED BY THE ENGINEER.



- NOTE:**
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
  2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
  3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

**TEMPORARY CONSTRUCTION ENTRANCE DETAIL**  
 N.T.S.



**BEST MANAGEMENT PRACTICES DETAILS**

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



**Wils**  
 Planners • Engineers • Ecologists • Surveyors

SAJ-2011-02468 (NW-MEP)  
 NATIONWIDE PERMIT 27  
 VERIFIED 23-SEPT-2011

R. QUINCE SELLERS, P.E. 7/10/11  
 FLORIDA LICENSE NO. 49374

SCALE: N/A	DATE: JULY 2011
SEC: 22,26,27	TWP: 34S RGE: 16E
PROJECT NO: 215500132 320	INDEX NO: A-215500132-120
DRWN BY/EMP NO: ATO/89520	SHEET NO: 20 OF 21

**USACE WATERS OF THE U.S. IMPACTS**

TOTAL DREDGE AREA	0.55 AC
TOTAL FILL AREA	0.55 AC
TOTAL FILL VOLUME	1,040 CY

PROJECT: PERICO PRESERVE RESTORATION

CLIENT: BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FL



Planners • Engineers • Etc

1777 Tamiami Trail, Suite 206 • Port Charlotte



**SAJ-2011-02468 (NW-MEP)**  
**NATIONWIDE PERMIT 27**  
**VERIFIED 23-SEPT-2011**

Wilson Miller, Inc. - FL License LC-000000  
 Certificate of Authorization #43

*stante*

[www.wilsonmiller.com](http://www.wilsonmiller.com)

R. QUINCE SELLERS, P.E. *7/10/11*  
 FLORIDA LICENSE NO. 49374

SCALE:	N/A	DATE:	JULY 2011
SEC:	TWP:	RGE:	REV NO:
22,26,27	34S	16E	
PROJECT NO.	INDEX NO:		
215500132 320	A-215500132-121		
DRWN BY/EMP. NO.	SHEET NO:		
ATO/89520	21		OF 21

## **BID SUMMARY**

### **IFB# 12-0441-DS PERICO PRESERVE RESTORATION**

#### **D.1 THE WORK**

The work included in this contract consists of the construction associated with the implementation of a habitat restoration project at the Perico Preserve as shown on the Construction Plans prepared by WilsonMiller Stantec dated June 2011 (Contract Drawings).

The work includes earthwork, surveying, best management practices, drainage structures, planting of native plant species using nursery-grown plants and seeding, control and maintenance of nuisance and exotic vegetation, and maintenance of installed plants.

It shall be the contractor's responsibility to obtain and/or verify existence of all necessary permits prior to commencing construction. The contractor shall be responsible for obtaining any permits not furnished by owner and the costs should be reflected in the contractor's bid.

The information provided in the Contract Drawings and this Bid Summary is solely to assist the contractor in assessing the nature and extent of the conditions that may be encountered during the completion of the work. Prior to bidding, all contractors are directed to conduct any necessary investigations to arrive at their own conclusions regarding the actual conditions that may be encountered and shall base their bids on those conclusions.

The work consists of all items as indicated on the Contract Drawings plus those items of construction not indicated but considered normal, necessary, and usual in the construction industry for construction of a project of this scope.

The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications, and as shown on the Contract Drawings.

The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required because of damages caused prior to acceptance by the County.

Construction is to begin within 10 calendar days from issuance of the Notice to Proceed, but no later than January 20, 2012 and to be completed on or before May 31, 2012. Wetland plantings shall begin on June 1, 2012 and be completed on or before July 1, 2012. Direct seeding application where specified shall begin on December 1, 2012 and must be completed on or before February 1, 2013. Upland plantings that are to occur in areas of direct seeding shall begin on June 1, 2012 and be completed on or before July 1, 2013.

#### **D.1.1 MOBILIZATION**

##### **D.1.1.1 DESCRIPTION OF WORK**

Mobilization shall begin no later than January 20, 2012. The work included under this section consists of the preparatory work and operations in mobilizing to begin work on the project. This may include those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, safety equipment and first aid supplies, and sanitary and other facilities/utilities. This item also includes demobilization of all equipment, personnel, supplies and incidentals from the project site upon final completion.

**D.1.1.2      PAYMENT**

All work specified under this section shall be paid for under the Lump Sum Pay Item and in accordance with the following schedule:

<b>Percent of Total Contract Amount Earned</b>	<b>Allowable Percent of the Lump Sum Price for Mobilization</b>
5	25
10	50
25	75
100	100

**D.1.2      CONSTRUCTION SURVEYING AND STAKEOUT**

**D.1.2.1      DESCRIPTION OF WORK**

The work included under this section includes all survey related services needed to complete the construction of the project. The Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to the County to perform survey functions on this project. The Contractor shall provide the name, address, and telephone number of the surveyor before starting survey work.

The surveyor shall maintain a complete and accurate log of control and survey work as it progresses. Contractor shall locate and protect survey control and reference points prior to starting work.

Surveyor shall establish a minimum of two permanent benchmarks on-site, referenced to established control points. The benchmark locations, with horizontal and vertical data, shall be provided on project documents. Surveyor shall sign field notes or keep duplicate field notes.

Upon completion of finished grading and prior to initiation of seeding and or planting within the areas to be planted, the Contractor's surveyor shall provide as-built project drawings and CAD file of the finished grade elevations of the Wetland Creation Areas and Upland Fill Areas (with spot elevations of the top of bank, break points, and toe of slope at a minimum) to the Engineer and the County for review.

**D.1.2.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Item: CONSTRUCTION SURVEYING AND STAKEOUT Section of the bid form.

**D.1.3      EROSION AND TURBIDITY CONTROL**

**D.1.3.1      DESCRIPTION OF WORK**

The work included under this section consists of furnishing all necessary labor, equipment, tools and materials associated with erosion and turbidity control needed throughout the construction of the project including the construction entrance. Contractor shall be responsible to erect all required erosion control devices (BMPs) prior to the start of construction. Prior to the installation of the erosion control devices, the Contractor shall contact the Manatee County Building and Development Services Department - Environmental Planning Division to schedule and confirm the required inspections of the erosion control devices for the project.

The Contractor shall re-establish, at no additional expense to the County, all erosion and turbidity control, or sections thereof, which may become damaged, destroyed or otherwise rendered unsuitable for their intended function during the construction of the project. The Contractor shall, at their expense, provide routine maintenance of permanent and temporary erosion control features until the project is completed and accepted. If such erosion control features must be reconstructed due to the Contractor's negligence or carelessness or, in the case of temporary erosion control features, failure by the Contractor to install permanent erosion control features as scheduled, such replacement shall be at the Contractor's own expense. The work specified under this Section shall include the installation, re-establishment and maintenance of all required erosion and turbidity control devices, all other work required to minimize turbidity in downstream waters, and the removal of all such temporary erosion control facilities upon completion of the project.

#### **D.1.3.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items listed under the EROSION AND TURBIDITY CONTROL section of the bid form at the indicated schedule:

- ITEM    D.1.3.1.1      Staked Silt Fence
- ITEM    D.1.3.1.2      Floating/Staked Turbidity Barrier
- ITEM    D.1.3.1.3      Construction Entrance

#### **D.1.4      DRAINAGE STRUCTURES**

##### **D.1.4.1      DESCRIPTION OF WORK**

The work included in this section shall consist of the removal and proper disposal of existing drainage culverts and furnishing all labor, materials, and testing necessary to complete the installation of Rip-Rap Section B-B, Rip-Rip Section W-W, Structure Str#1-Culvert-STR#2, and Structure Str#3-Culvert-Str#4-Culvert-Str#5 per the Contract Drawings.

The rip-rap shall consist of broken rock or stone locally available. The material shall be of sufficient hardness so as not to break or crumble while loading or placing, similar to the cap rock stratum found in southwest Florida. The pieces shall be roughly angular and shall be reasonable free from thin, flat, or elongated pieces. Recycled concrete is not acceptable.

##### **D.1.4.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items under the DRAINAGE STRUCTURE section of the bid form at the indicated schedule:

- ITEM D.1.4.1.1    Culvert Removal & Disposal
- ITEM D.1.4.1.2    Type "C" Inlet
- ITEM D.1.4.1.3    4:1 MES
- ITEM D.1.4.1.4    18" CPP
- ITEM D.1.4.1.5    Rock Rip-rap.

#### **D.1.5      TREATED BIOMASS REMOVAL**

**D.1.5.1      DESCRIPTION OF WORK**

The work included under this section consists of removal of previously treated dead biomass (piled and standing) from all areas of the site visible from the interior uplands, excluding spoil maintenance areas and upland islands within the existing mangroves. Any soil disturbances shall be repaired by the Contractor to design elevations.

Unless otherwise stated in the Contract Documents, burning may be permitted within the project limits provided the burning operation complies with all applicable laws, ordinances, and other regulatory agency rules. All permits required shall be obtained by the Contractor prior to the start of burning and all permit regulations shall be strictly adhered to. All burning shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed. Material/debris not burned on-site shall be removed by the Contractor.

**D.1.5.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Items listed under the TREATED BIOMASS REMOVAL section of the bid form.

**D.1.6      EARTHWORK**

**D.1.6.1      CLEARING AND GRUBBING**

**D.1.6.1.1      DESCRIPTION OF WORK**

The work included under this section consists of clearing and grubbing within all areas that will be cut or filled to elevations above or below pre-construction grade at project completion.

All trees, brush, stumps, grass, roots, and other such protruding objects shall be removed and disposed of by the Contractor. Also remove any other existing facilities or debris not required to remain or to be salvaged that is necessary to prepare the area for the proposed construction. The Contractor shall notify all utility companies or utility owners (both public and private) of their intent to perform such work and shall coordinate field locations of utility lines prior to commencement of construction. The Contractor shall obtain all permits/approvals necessary for disposal at their expense.

All roots, stumps, and debris protruding through or appearing on the surface of the completed excavation shall be removed or cut off below the excavated surface. Any boulders laying on the top of the existing surface or otherwise encountered during the clearing and grubbing shall be removed and disposed of off-site by the Contractor. Boulders and large stumps may be placed on site to enhance habitat creation areas at the direction of and with prior approval by the Project Ecologist.

Unless otherwise stated in the Contract Documents, burning may be permitted within the project limits provided the burning operation complies with all applicable laws, ordinances, and other regulatory agencies. All permits required shall be obtained by the Contractor prior to the start of burning and all permit regulations shall be strictly adhered to. All burning shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed. Material/debris not burned on-site shall be removed by the Contractor.

**D.1.6.1.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Items under the EARTHWORK section of the bid form.

**D.1.6.2      EXCAVATION AND MOUNDING**

**D.1.6.2.1      DESCRIPTION OF WORK**

The work included under this section consists of excavation, ditch filling, and mounding to occur within the habitat improvement areas of this site as shown on the Contract Drawings.

In order to preserve biologically active soils, the upper six (6) inches of topsoil within all areas that will be cut or filled shall be stockpiled separately for use in making finished grade. This does not apply to areas where the finished grade elevation is within six (6) inches of pre-construction grade. The wetland creation areas shall be over excavated by six (6) inches to accommodate for stockpiled or imported topsoil which will be added back to obtain finished grade.

The material utilized as topsoil shall be suitable for plant growth with normal water holding capacity. Topsoil shall be friable with a minimum of 1.5 percent organic component and free of rocks, hardpan, bedrock, accumulations of clay, or other unsuitable debris. Soil pH shall be normal for support of vegetative growth or have the ability to be adjusted to such. Contractor shall review the suitability of the topsoil with the Project Ecologist prior to placement.

Included in the excavation under this section are materials of whatever nature encountered within the required limits of excavation. Determination of sub-surface conditions and its effect on construction costs are the sole responsibility of the Contractor. Sub-surface conditions between soil borings that may be provided can vary greatly from those conditions found at the location where the sample was extracted.

Locating existing underground utilities shall be the responsibility of the Contractor. In the event of any utility conflict, the Contractor shall immediately inform the utility company, the County and the Engineer of the conflict. Contractor shall be responsible for the immediate repair of any utility lines damaged during construction. Contractor shall notify all utility companies or utility owners, both public or private of their intent to perform such work and coordinate field location of utility lines prior to commencement of construction.

Excavation shall consist of excavation of all material necessary for construction of the wetland creation areas according to the depths, dimensions, side slopes, and in the locations shown in the Contract Drawings. Mounding shall consist of placement of the suitable excavated material from the wetland creation areas necessary for construction of the upland fill areas according to the depths, dimensions, side slopes and in the locations shown in the Contract Drawings. It shall also include the stockpiling of excess excavated materials at an on-site location determined by the County and the disposal of unsuitable materials. Contractor shall be responsible for any investigation of sub-surface conditions and subsequent determination of the amount of rock, roots, and other materials to be incorporated into his price.

Disposal of Surplus Materials: Ownership of all suitable excavated materials shall be retained by the County unless otherwise stated in the plans or Contract Documents.

Disposal of Unsuitable Materials: Material such as silt, clay, or other deleterious materials shall be classified as "unsuitable" unless otherwise specified or classified by the Engineer. Unsuitable excavated material shall become the property of the Contractor to be disposed of outside the project limits. The cost of the disposal and furnishing the disposal area shall be included in the item requiring excavation and no additional compensation will be given. If a dispute arises over the classification of materials, the final determination shall be made by the Engineer.

**D.1.6.2.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Items under the EARTHWORK section of the bid form.

**D.1.6.3      FINISHED GRADING**

**D.1.6.3.1      DESCRIPTION OF WORK**

The work included under this section consists of all finished grading required to achieve the design elevations. As a final grading operation the surface of the earthwork shall be shaped to conform to the lines, grades, and contours shown on the plans. Hand dressing will be required in confined areas where equipment operation is restricted or where the equipment finished surface is unsatisfactory in the judgment of the Project Ecologist.

The Contractor shall take the necessary precautions to prevent erosion of the slopes before and after finish grading. Any erosion of whatever consequence shall be repaired at the expense of the Contractor until final acceptance of the project.

In final shaping of the surface of earthwork (a.k.a. finished grade), a tolerance of 0.1 foot above or below the plan elevations and contours will be allowed. Final grading will be field verified prior to any planting.

**D.1.6.3.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Items under the EARTHWORK section of the bid form.

**D.1.6.4      SPOIL BERM REMOVAL**

**D.1.6.4.1      DESCRIPTION OF WORK**

The work included under this section consists of removal at no greater than eleven sections of ditch spoil using a long reach backhoe or similar equipment with the intention of limiting damage to desirable vegetation to the extent possible. Removal areas are located within the existing mangrove swamp near uplands. The precise locations of this work will be coordinated between the Contractor and the Project Ecologist.



The Contractor shall take the necessary precautions to prevent erosion of the slopes before and after finish grading. Any erosion of whatever consequence shall be repaired at the expense of the Contractor until final acceptance of the project.

**D.1.6.4.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items under the EARTHWORK section of the bid form.

**D.1.6.5      SWALE CONSTRUCTION**

**D.1.6.5.1      DESCRIPTION OF WORK**

The work included under this section consists of the clearing and grubbing, excavation, hauling, finished grading, and sodding of all swales (approximately 1,050 linear feet) as indicated on the Contract Drawings. Swales are to be sodded using seashore paspalum (*Paspalum vaginatum*) sod.

**D.1.6.5.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items under the EARTHWORK section of the bid form.

**D.1.6.6      FILL EXISTING DITCHES**

**D.1.6.6.1      DESCRIPTION OF WORK**

The work included under this section consists of the filling of approximately 1,800 linear feet of existing ditches that are outside the limits of the Wetland Creation Areas as indicated on the Contract Drawings. The cost of this work shall include the hauling, placement, and compaction of all fill material. The finished grade shall be relatively flat and match the existing natural ground on either side of the existing ditches. Existing top soil can be removed from ditches prior to filling if needed.

**D.1.6.6.2      PAYMENT**

All work under this section shall be paid for under the Unit Price Pay Items under the EARTHWORK section of the bid form.

**D.1.7      MISCELLANEOUS PERMITS AND BONDING**

**D.1.7.1      DESCRIPTION OF WORK**

The work included under this section includes obtaining any miscellaneous permits not furnished by the owner (including any required permit fees). These permits may include right-of-way use permits and burn permits, if required.

The Contractor shall also be responsible for the preparation and submittal of the NPDES permit and EPA Discharge Elimination Permit. The Contractor shall provide a Stormwater Pollution Prevention Plan to Engineer and the County prior to commencing construction. The Contractor shall be responsible for the implementation of the NPDES and related stormwater pollution prevention plan for the duration of the project.

In addition, the Contractor shall also obtain any required temporary dewatering permits through the Florida Department of Environmental Protection (FDEP), if required, and shall provide copies to the County and Engineer.

The Contractor shall have copies of all permits readily accessible on-site. The Contractor shall be responsible for adhering to all applicable permit conditions.

The cost of any bonds required by the County as part of this contract shall also be included under this section.

**D.1.7.2      PAYMENT**

All work under this section shall be paid for under the Lump Sum Pay Item MISCELLANEOUS PERMITS AND BONDING section of the bid form.

**D.1.8      PLANTING**

**D.1.8.1      DESCRIPTION OF WORK**

The work included under this section consists of the installation of native plants using nursery-grown plants and direct seeding. Planting will commence at the completion of earthwork to occur completed on or before May 31, 2012. Wetland plantings shall begin on June 1, 2012 and be completed on or before July 1, 2012. Direct seeding application where specified shall begin on December 1, 2012 and must be completed on or before February 1, 2013. Upland plantings that are to occur in areas of direct seeding shall begin on June 1, 2012 and be completed on or before July 1, 2013.

**D.1.8.2      PRODUCTS – NURSERY-GROWN PLANTS**

Contractor shall obtain all plant materials in the required quantities and sizes as depicted on Planting Schedules listed in the Construction Plans. All applicable container-grown plants shall meet minimum size and quality requirements of Florida No. 2 grade plant or better as specified by the Florida Department of Agriculture and Consumer Services (FDACS) in their publication "Grades and Standards for Nursery Plants". All plants must originate from local seed sources.

Plant specifications, including supplier, shall be provided to County prior to delivery. Contractor must provide the County or County's designee the opportunity to inspect the plant materials following delivery and prior to installation. Plants exhibiting poor growth characteristics or stress will not be accepted.

**D.1.8.3      PRODUCTS – NATIVE PLANT SEED**

Viable native plant seed for direct seeding shall be harvested in the State of Florida, within 100 miles north or south of the project site. Seed mixtures depicted on the Contract Drawings refer to commercially available materials. Refer to <http://floridawildflowers.com/pages/Bulk-Seeds-Available.html>.

Seed mixtures shall contain less than 1% by exotic or weedy species and greater than 80% of seeds in seed mixtures shall be viable when applied. Seed mix substitutions will only be accepted due to a lack of availability of specified seed mixtures and must be proven viable and diverse in species composition by the client prior to acceptance.

**D.1.8.4 EXECUTION – NURSERY-GROWN PLANT INSTALLATION**

Plants are to be installed no later than twenty-four (24) hours after delivery to the site or provisions shall be made to keep them shaded and watered until installation. It is expected that much of the nursery grown material specified for this project will be contract grown specifically for this project. The Contractor shall make all prior arrangements necessary to secure planting materials and ensure that the specified size/plant maturity of plants coincides with the scheduled planting event. Planting will occur in stages. All areas not undergoing direct seeding can be planted at the completion of earthwork. Areas undergoing direct seeding will be planted with nursery-grown material after establishment of seeded species.

For herbaceous and shrub plants up to three (3) gallon container:

1. Excavate planting hole to sufficient width and depth to allow roots to spread.
2. Backfill with excavated soil or similar soil.
3. Ensure soil is placed around roots to eliminate air pockets and leave slight depression around base of plant to hold water. Water with a minimum of three (3) gallons of water immediately following planting.

For seven (7) gallon container trees:

1. All trees shall be installed in accordance with ANSI A300 Standards, specifically Section 63.
2. Planting hole shall be the same depth as root ball or container size.
3. Planting hole width shall be 1.5 times the diameter of the root ball or container.
4. The sides of the planting hole shall be scarified to ensure adequate root penetration following planting.
5. Any girdling or kinked roots shall be removed by cutting cleanly with sterilized tools.
6. Trunk flare shall be at or above the finished grade.
7. Backfill with excavated soil or similar soil.
8. One-quarter cup of 14-14-14 time-release fertilizer shall be added to the bottom of each potted plant.
9. Ensure soil is placed around roots to eliminate air pockets and leave slight depression around base of plant to hold water. Water with a minimum of three (3) gallons of water immediately following planting.
10. Stake using biodegradable materials.

In the absence of regular rainfall, Contractor shall provide up to 12 weekly watering events of installed plants with fresh water. Plants shall be watered thoroughly without causing damage to plants or erosion around of soil around plants.

The following table contains species, size and quantities of nursery grown plant material specified for this project:

Item	Scientific Name	Size	Quantity
D.1.8.4.1	<i>Ardisia escallonioides</i>	1-Gal	297
D.1.8.4.2	<i>Aristida stricta</i>	LN-2"	1,113
D.1.8.4.3	<i>Bejaria racemosa</i>	1-Gal	122
D.1.8.4.4	<i>Borrichia frutescens</i>	LN 2"	1,483
D.1.8.4.5	<i>Bursera simaruba</i>	3-Gal	7
D.1.8.4.6	<i>Callicarpa americana</i>	1-Gal	124

D.1.8.4.7	<i>Canna flaccida</i>	BR	547
D.1.8.4.8	<i>Capparis jamaicensis</i>	3-Gal	14
D.1.8.4.9	<i>Carya glabra</i>	3-Gal	11
D.1.8.4.10	<i>Chiococca alba</i>	1-Gal	42
D.1.8.4.11	<i>Cladium jamaicense</i>	LN 2"	394
D.1.8.4.12	<i>Coccoloba uvifera</i>	3-Gal	3
D.1.8.4.13	<i>Conocarpus erectus</i>	1-Gal	67
D.1.8.4.14	<i>Coreopsis laevenworthii</i>	LN-4"	1,688
D.1.8.4.15	<i>Distichilis spicata</i>	BR	1,483
D.1.8.4.16	<i>Eleocharis interstincta</i>	BR	1,861
D.1.8.4.17	<i>Eragrostis elliotii</i>	LN-4"	2,055
D.1.8.4.18	<i>Eragrostis spectabilis</i>	LN-4"	2,055
D.1.8.4.19	<i>Eryngium yuccafolium</i>	LN-4"	74
D.1.8.4.20	<i>Erythrina herbacea</i>	1-Gal	122
D.1.8.4.21	<i>Eugenia axillaris</i>	1-Gal	9
D.1.8.4.22	<i>Eugenia foetidea</i>	1-Gal	9
D.1.8.4.23	<i>Ficus citrifolia</i>	3-Gal	7
D.1.8.4.24	<i>Flaveria linearis</i>	LN 2"	1,289
D.1.8.4.25	<i>Forestiera segregata</i>	1-Gal	411
D.1.8.4.26	<i>Gaillardia pulchella</i>	LN-4"	576
D.1.8.4.27	<i>Glandularia tampensis</i>	LN-4"	182
D.1.8.4.28	<i>Gossypium hirsutum</i>	1-Gal	21
D.1.8.4.29	<i>Hamelia patens</i>	1-Gal	62
D.1.8.4.30	<i>Helianthus debilis</i> subsp. <i>vestitus</i>	LN-4"	576
D.1.8.4.31	<i>Heliotropium agiospermum</i>	LN 2"	1,289
D.1.8.4.32	<i>Heliotropium agiospermum</i>	LN-4"	299
D.1.8.4.33	<i>Ilex opaca</i>	1-Gal	155
D.1.8.4.34	<i>Iris virginica</i>	BR	1,092
D.1.8.4.35	<i>Iva frutescens</i>	LN 2"	1,289
D.1.8.4.36	<i>Juncus effusus</i>	BR	1,338
D.1.8.4.37	<i>Juncus roemerianus</i>	BR	276
D.1.8.4.38	<i>Juniperus virginiana</i>	3-Gal	11
D.1.8.4.39	<i>Liatris gracilis</i>	LN-4"	368
D.1.8.4.40	<i>Lincia michauxii</i>	LN-4"	368
D.1.8.4.41	<i>Lycium carolinianum</i>	1-Gal	67
D.1.8.4.42	<i>Lyonia lucida</i>	1-Gal	207
D.1.8.4.43	<i>Maytenus phyllanthoides</i>	1-Gal	5
D.1.8.4.44	<i>Monarda punctata</i>	LN-4"	368
D.1.8.4.45	<i>Muhlenbergia capillaris</i>	LN 2"	3,269
D.1.8.4.46	<i>Muhlenbergia capillaris</i>	LN-4"	1,412
D.1.8.4.47	<i>Myrica cerifera</i>	1-Gal	255

D.1.8.4.48	<i>Myrsine cubana</i>	1-Gal	62
D.1.8.4.49	<i>Nuphar lutea</i>	BR	312
D.1.8.4.50	<i>Nymphaea odorata</i>	BR	312
D.1.8.4.51	<i>Opuntia humifusa</i>	LN-4"	557
D.1.8.4.52	<i>Panicum hemitomon</i>	BR	1,092
D.1.8.4.53	<i>Persea barbonia</i>	3-Gal	11
D.1.8.4.54	<i>Pinus clausa</i>	3-Gal	47
D.1.8.4.55	<i>Pinus elliotii</i> var. <i>densa</i>	3-Gal	181
D.1.8.4.56	<i>Pinus palustris</i>	3-Gal	103
D.1.8.4.57	<i>Pithecellobium unguis-cati</i>	1-Gal	5
D.1.8.4.58	<i>Pityopsis graminifolia</i>	LN-4"	557
D.1.8.4.59	<i>Pontederia cordata</i>	BR	1,580
D.1.8.4.60	<i>Psychotria nervosa</i>	1-Gal	21
D.1.8.4.61	<i>Quercus chapmanii</i>	1-Gal	35
D.1.8.4.62	<i>Quercus geminata</i>	3-Gal	62
D.1.8.4.63	<i>Quercus laurifolia</i>	3-Gal	11
D.1.8.4.64	<i>Quercus minima</i>	1 Gal	140
D.1.8.4.65	<i>Quercus myrtifolia</i>	1-Gal	35
D.1.8.4.66	<i>Quercus virginiana</i>	3-Gal	62
D.1.8.4.67	<i>Quercus virginiana</i>	7-Gal	196
D.1.8.4.68	<i>Rhynchospora colorata</i>	BR	1,092
D.1.8.4.69	<i>Rhynchospora</i> spp.	BR	690
D.1.8.4.70	<i>Rudbeckia hirta</i>	LN-4"	368
D.1.8.4.71	<i>Sabal palmetto</i>	3-Gal	253
D.1.8.4.72	<i>Sagittaria lancifolia</i>	BR	1,580
D.1.8.4.73	<i>Saururus cernuus</i>	BR	247
D.1.8.4.74	<i>Schoenoplectus robustus</i>	LN 2"	979
D.1.8.4.75	<i>Schoenoplectus tabernaemontani</i>	BR	1,193
D.1.8.4.76	<i>Serenoa repens</i>	3-Gal	483
D.1.8.4.77	<i>Sideroxylon tenax</i>	1-Gal	9
D.1.8.4.78	<i>Solidago sempervirens</i>	LN 2"	1,289
D.1.8.4.79	<i>Solidago sempervirens</i>	LN-4"	537
D.1.8.4.80	<i>Sophora tomentosa</i> var. <i>truncata</i>	1-Gal	9
D.1.8.4.81	<i>Sorghastrum secundum</i>	LN-4"	147
D.1.8.4.82	<i>Spartina alterniflora</i>	BR	184
D.1.8.4.83	<i>Spartina bakeri</i>	BR	2,583
D.1.8.4.84	<i>Spartina bakeri</i>	LN-4"	533
D.1.8.4.85	<i>Spartina patens</i>	LN 2"	1,933
D.1.8.4.86	<i>Sporobolus virginicus</i>	LN 2"	1,933
D.1.8.4.87	<i>Thalia geniculata</i>	BR	529
D.1.8.4.88	<i>Trichostema dichotomum</i>	LN-4"	287

D.1.8.4.89	<i>Tripsacum dactyloides</i>	LN-4"	178
D.1.8.4.90	<i>Vaccinium myrsinites</i>	LN-4"	647
D.1.8.4.91	<i>Yucca aloifolia</i>	1-Gal	9
D.1.8.4.92	<i>Zamia pumila</i>	LN-4"	368
D.1.8.4.93	<i>Zanthoxylum clava-herculis</i>	1-Gal	9
D.1.8.4.94	<i>Zanthoxylum fagara</i>	1-Gal	30
D.1.8.5	Direct Seeding	AC	22.72

**D.1.8.5 EXECUTION – DIRECT SEEDING**

Direct seeding will be performed in the 22.72 acres of the site identified as "Upland Restoration". The application of native seed to prepared ground shall occur between December 1, 2012 and February 1, 2013. Planting area preparations, consisting of three (3) seeding preparation herbicide treatments and one (1) scalp mowing event should be scheduled accordingly to allow for seeding to take place at that time. Contractor shall use care during broadcast herbicide applications to avoid non-target damage to desirable plants. Contractor shall be liable for the replacement of non-target native vegetation damaged or destroyed as a result of improper herbicide application.

Direct seeding areas shall be free of emergent weeds at the time of seeding. Seeds shall be planted using a mechanized seed drill to ensure proper contact with mineral soil. Seed shall be applied at a rate of fifteen (15) pounds of bulk seed per acre. In the absence of regular rainfall, Contractor shall provide watering events to ensure seedbed remains moist until seeds germinate and emerge. Water shall be applied gently using small water droplets to prevent burying or erosion of seeds.

**D.1.8.6 PLANTING AND MAINTENANCE PERFORMANCE STANDARDS**

The Contractor shall be responsible for survivorship installed and seeded plants and all restoration areas for 90 days following installation. The Contractor shall guarantee the survival of at least 90 percent of all containerized and bare root plants for a minimum of 90 days. Container-grown plants that die in excess of ten (10) percent (per species) allowance shall be replaced by the Contractor at no additional cost to the County. Replacement plants must meet the same specifications as original plants.

The Contractor shall guarantee evidence of early establishment by desirable native seeded species for all areas undergoing direct seeding except in cases where extreme climate or other unforeseen events beyond the control of the Contractor obviously prevent seedling establishment. The determination of successful establishment will be made at approximately 120 days after seeding. Evidence of early establishment will be determined by a qualitative assessment conducted by the Project Ecologist and County staff. Areas that fail to establish shall be vegetated by the contractor at no additional cost to the County by re-seeding or other methods negotiated with Contractor and approved by the Project Ecologist.

**D.1.8.7 PAYMENT**

All work specified under this section shall be paid for under Lump Sum Pay Items for PLANTING on the Bid Form at the indicated schedule:

- ITEMS D.1.8.4.1 through D.1.8.4.94 Nursery Grown Plant Installation
- ITEM D.1.8.5 Direct Seeding