



MANATEE COUNTY GOVERNMENT

INVITATION FOR BID (IFB) #09-3145DC-Rebid HIGHLAND SHORES BOAT RAMP IMPROVEMENTS

Manatee County, a political subdivision of the state of Florida, (hereinafter "Manatee County" or the "County" or "Owner") 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.

DEADLINE FOR CLARIFICATION REQUESTS: December 22, 2009 at 5:00 P.M.

TIME AND DATE DUE: January 12, 2010 at 3:00 P.M.

TABLE OF CONTENTS

00010 Information to Bidders or Proposers	00010-1 - 7
00020 Basis of Award	00020-1 - 2
00030 Terms and Conditions.....	00030-1 - 7
00100 Instruction to Bidders	00100-1 - 3
00150 Manatee County Local Preference	00150-1 - 4
00300 Bid Form	00300-1 - 5
00430 Contractor's Questionnaire	00430-1 - 3
00491 Certification Forms.....	00491-1 - 4
00500 Form of Agreement.....	00500-1 - 4
00700 General Conditions	00700-1 - 19
Specifications	
FDEP Permits	
No Bid Statement	
Drawings	

**FOR INFORMATION CONTACT:
DEBORAH CAREY-REED**

(941) 749-3074 FAX (941) 749-3034

AUTHORIZED FOR RELEASE: 

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.

A.02 INSPECTION OF THE SITE

Prior to the submission of a bid, each bidder or proposer shall visit the site to become familiar with all conditions that may affect services that are required to completely execute the full intent of these specifications. Inspection of the site is a requirement to be considered for award of this contract. **The site is Highland Shores (Ellenton) Boat Ramp, 353 Shore Drive, Ellenton, Florida.**

A.03 BID AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County'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 and Proposal documents in a portable document 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 and Proposals. 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 or PROPOSAL, TO CONTACT MANATEE COUNTY PURCHASING (see contact information on cover page of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

A.04 BID AND PROPOSAL FORM DELIVERY REQUIREMENTS

Any bids or proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder or proposer to have their bid or proposal delivered to Manatee County Purchasing for receipt on or before the stated time and date. If a bid or proposal is sent by U.S. Mail, the bidder or proposer shall be responsible for its timely delivery to Purchasing. Bids or proposals 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.05 DEADLINE FOR CLARIFICATION REQUESTS

December 22, 2009 at 5:00 P.M. shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to Manatee County Purchasing.

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.06 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids 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 Manatee County Purchasing. 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.

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's web page at <http://www.myanatee.org> which can be accessed by clicking on the "Purchasing" button and then clicking on the "Bids and Proposals" 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.07 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #09-3145DC-Rebid Highland Shores Boat Ramp Improvements" with your company name. Address package to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.08 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.09 BID EXPENSES

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

A.10 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.11 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 this 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.12 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 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.13 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 of Laws, 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.

A.13 CODE OF ETHICS (cont'd)

The County 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.14 COLLUSION

By offering a submission to this Invitation For Bid, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case 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.15 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **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 procurement costs, damages, and attorney fees as incurred.

A.16 DISCOUNTS

Any discounts must be incorporated in the prices bid; and not shown separately. The prices as shown on the bid form shall be the price used in determining award(s).

A.17 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. **51-02-027548-53C**); 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.18 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.19 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.20 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:

- a. Bids showing omissions, alterations of form, additions not specified or required, conditional or unauthorized alternate bids.
- b. 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.
- c. 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 sources 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 presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.21 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.22 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.23 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 County in evaluating the request to modify the specifications. The County 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.24 AMERICAN 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 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 Code of Laws.

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 Purchasing, in writing.

A.26 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Manatee County Code of Laws]. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.27 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

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 s. 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past five years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an 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 manner. To ensure 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 persons(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 Form is attached.

A.28 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.29 DISCLOSURE

Upon receipt, all inquires and responses to inquires related to this Invitation for Bid become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes. **Bids become "Public Records" ten (10) 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, a tabulation shall be posted on www.mymanatee.org.

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 **Bid "A,"** or the lowest Total Bid Price for **Bid "B,"** 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 this Bid Document to the County's satisfaction within the prescribed time. **Note: Inspection of the site is a prerequisite to be considered for award of this bid.**

Two schedules for Completion of the Work shall be considered. Each bid for completion by the specific 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 in the best interest of the County. Only one award shall be made.

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 or neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by Manatee County Purchasing 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 QUALIFICATIONS OF BIDDERS

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 Certified General Contractor, or a Certified Builders Contractor, or as a Marine Specialty Contractor.**

Contractor shall have a minimum of five (5) years experience in dredging and construction of concrete ramps and docks to be considered for award of this project.

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.

B.02 QUALIFICATIONS OF BIDDERS (cont'd)

Minimum insurance limits of Marine Insurance are included for this project. In addition to the requirement for normal liability and workers compensation insurance, when the work extends to the water, on a boat or barge, Protection and Indemnity (P&I) coverage is required. In accordance with state regulations for marine contactors, contractor and/or subcontractor must carry Longshoremen's & Harbor Workers' Compensation (33 U.S.C.A. sec. 901) coverage for its employees and Jones Act coverage (46 U.S.C.A. sec. 688) if there are "seamen".

B.03 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 to the Owner 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.04 PREPARING 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 ten (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 by Manatee County to be valid.)

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 thereunder 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 substantially complete and ready for occupancy within the specific calendar days from the date the Contract Time commences to run (upon issuance of Notice to Proceed). Two bids shall be considered based on **150** calendar days and based on **120** calendar days. The County has the sole authority to select the bid based on the Completion time which is in the best interest of the County. 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 Owner the sum of **\$715** 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 shall submit an application, on a 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. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor within 20 days after the pay estimate has been approved by the County.

It is the Contractor's responsibility for the care of any stored materials. Any damage to or loss of said materials is the responsibility of the Contractor. 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").

C.05 PAYMENT (cont'd)

The Contractor agrees to furnish an affidavit stating that all laborers, materialmen, 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 materialmen, 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. 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 reinspection 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.

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 Owner 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 one year, unless otherwise specified, from final acceptance by the Owner to be free from defects due either to faulty materials or equipment or faulty workmanship.

C.08 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.09 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.

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 15 calendar days of request, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

C.14 INSURANCE (cont'd)

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 Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's 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) to 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>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Nil
Medical Expense (Any One Person)	\$ Nil

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. Owners 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 Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

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).

C.14 INSURANCE (cont'd)f. Protection and Indemnity

If this contract includes the use of a vessel on navigable waters, contractor shall provide a "**Protection & Indemnity (P&I)**" policy with the minimum amount of insurance as specified for General Liability.

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: - The contractor shall name Manatee County 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.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)

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 readvertise 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 to remain in effect for one year after final payment becomes due.

SECTION 00100
INSTRUCTIONS TO BIDDERS

D.01 THE WORK

The Work is generally described as the clearing and reconfiguring of the site to maximize parking, dredging of the existing channel, reconstruction of the existing boat ramp, and the construction of boat docks at the Highland Shores (Ellenton) Boat Ramp within the extent of the Manatee River as outlined herein.

The contractor shall be responsible for maintenance of the site (existing or improved) during the entire construction period. This will include watering and mowing of any existing or installed sod, maintenance of existing or installed vegetation, and other maintenance as normal and customary.

Construction and record 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.

D.02 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of subcontractors, suppliers, and other persons (including those who are to furnish the principal items of material and equipment) may be requested by the Owner 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 Owner. If Owner, after due investigation has reasonable objection to any proposed subcontractor, supplier, other person or organization, Owner may request the apparent successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time.

D.03 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 Owner of all conflicts, errors, or discrepancies in the Bid Document. 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. Owner 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.

D.04 PERMITS AND FEES

The FDEP exemptions for this project are included herein. The County has obtained the Final Site Plan approval. The contractor is responsible for obtaining any other permits, i.e., Building Permit for construction of docks, FDOT haul permit for transportation of sediments to/from the site, Manatee County right-of-way use permit, health department permit, NPDES permit, etc. The permit fees will not be waived for this project.

D.05 MATERIALS AND WORKMANSHIP

All materials and apparatus required for the Work, except as specifically specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail.

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.

Comply with the most current codes and regulations of all jurisdictional local, state and federal governmental agencies having jurisdiction.

D.06 REGULATIONS AND MATERIAL DISPOSAL

All dredged material shall become the property of the contractor and shall be disposed of properly off-site by the contractor. 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. The contractor shall apply for, acquire, post, and achieve inspections compliance for all applicable permits required by federal, state, or local rules, regulations or laws. Any conflict between the design criteria and codes shall be brought to the attention of the County and resolved before the work is continued.

D.07 PROJECT CLOSE-OUT

Clean installation site and remove any and all excess materials and debris. 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.

Submit to the Owner a list of incomplete items. Within a reasonable period of time after receipt of the list, the County will inspect the Work to determine status of completion. 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
- 1 set - As-Built Drawings

D.08 DISCRETIONARY WORK

This Bid Item entails minor increases (that may be directed in writing 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 Owner'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 the Work and without costly delays.

D.09 PROJECT IDENTIFICATION AND SIGNS

The Contractor shall be responsible for furnishing, installing, and maintaining two County project identification signs and their removal upon completion of construction. The identification signs shall not be less than 32 square feet (3 square meters) in area. The signs shall be painted with its graphic content to include:

- | | |
|--|-------------------------|
| a) Title of Project | d) Prime Contractor |
| b) Name of Owner | e) Major Subcontractors |
| c) Names and titles of authorities, as directed by Owner | f) Construction Cost |

The signs shall be erected prior to commencement of work at lighted locations of high public visibility adjacent to the main entrance at each end of the project as approved by the Engineer and the Owner.

The signs shall be a minimum 8' in width and 4' in height and placed in accordance with Manatee County Land Development Code, Ordinance 90-01, Section 724, Signs and Section 713, Visibility Triangles. Signs shall be constructed of high density 3/4" exterior plywood without waves or buckles. Signs shall be mounted and braced with pressure treated lumber as necessary and maintained in a presentable condition for the duration of the project. Hardware shall be galvanized. The sign surfaces shall be of exterior softwood plywood with medium density overlay.

Paint shall be constructed with materials to resist weathering and fading during the construction period. Painting shall be performed by experienced professionals. The paint shall be exterior type enamel, white background with black lettering professionally done, as approved by the Owner. Lettering (professionally done) shall be: a) 5" News Gothic (bold); b) 3" News Gothic; c) 1.5" Brush Script d) 2.5" News Gothic.

The quantity to be paid for under this Section shall be one Lump Sum quantity which shall include all items of work described herein and included in Mobilization costs.

D.10 TESTING

The contractor shall be responsible for all required testing for this project. The following testing are anticipated: 1) Turbidity monitoring tests; 2) Base compaction test (parking area, boat ramp); 3) Concrete slump tests.

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.

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and 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 of the bid, 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 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 on line registration: **www.mymanatee.org**

A link to "Purchasing" is listed under the "Quick Links" on page one of this 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

1. 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.
2. 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.
3. 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.
4. **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.**
5. 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.
6. Local preference shall not apply to the following categories of contracts:
 - a. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;

**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] _____

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 un-resolved 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 within 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 legal current 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 W., Bradenton, FL 34205

SECTION 00300
(Submit in Triplicate)
BID "A" BID FORM

For: Highland Shores Boat Ramp Improvements

BID "A" TOTAL BID PRICE: \$_____ (based on 150 calendar day completion)
Two schedules 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 in the best interest of the County. Only one award shall be made.

Date site inspection completed: _____

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 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 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: _____ EMAIL: _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s)

CO. MAILING ADDRESS: _____

TELEPHONE: (____) _____ FAX: (____) _____

Acknowledge Addendum Nos. _____ Dated: _____

SECTION 00300 - BID FORM

(Submit in Triplicate)

HIGHLAND SHORES BOAT RAMP IMPROVEMENTS
(Bid "A" - Based on Completion Time of 150 calendar days)

ITEM NO	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS		\$
2	Construction Surveying and Monumentation	1	LS		\$
3	Record Drawings	1	LS		\$
4	Maintenance of Traffic	1	LS		\$
5	Erosion and Sedimentation Control	1	LS		\$
6	Manatee Safety Measures	1	LS		\$
7	Floating Turbidity Barrier	175	LF	\$	\$
8	Clearing and Grubbing	1	LS		\$
9	Excavation	50	CY	\$	\$
10	Embankment	26	CY	\$	\$
11	Shell Base, 6"	1,755	SY	\$	\$
12	Stabilized subbase, 6"	1,800	SY	\$	\$
13	Concrete Driveway, 6"	81	SY	\$	\$
14	Concrete Sidewalk, 6"	25	SY	\$	\$
15	3'x6'x6" Concrete Slab, Trash Can Enclosure	1	LS		\$
16	Filter Fabric	110	SY	\$	\$
17	8" Gravel Base (No.57 Stone)	650	SF	\$	\$
18	8" Reinforced Concrete Boat Ramp slab, including "V" Grooved surface	25	CY	\$	\$
19	Gabion Mattress (6'x16'x12")	4	CY	\$	\$
20	Rubble Rip Rap	23	TN	\$	\$
21	Temporary Cofferdam, Sheet Pile (Install and Remove)	840	SF	\$	\$
22	Remove existing corner sheet piling	2	EA	\$	\$
23	Concrete Removal	25	CY	\$	\$
24	New seawall behind existing wall	210	LF	\$	\$
25	Remove existing sheet piling to slab subgrade	166	SF	\$	\$

BIDDER: _____

00300-2

SECTION 00300 - BID FORM

(Submit in Triplicate)

HIGHLAND SHORES BOAT RAMP IMPROVEMENTS
(Bid "A" - Based on Completion Time of **150** calendar days)

ITEM NO	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
26	Dewatering	1	LS		\$
27	12"x12" Concrete Piling	520	LF	\$	\$
28a	Deck Top (Wooden)	1	LS		\$
28b	Structural Framing (Wooden)	1	LS		\$
29	Safety Railing (Wooden)	1	LS		\$
30	10" Wooden Bollards	83	EA	\$	\$
31	Concrete Wheel Stops	15	EA	\$	\$
32	Signage	1	LS		\$
33	Landscaping	1	LS		\$
34	Irrigation System	1	LS		\$
35	Dredging	375	CY	\$	\$
36	Berm (Temporary Spoil Containment)	600	CY	\$	\$
37	Spoil Transport to Disposal Site	1,000	CY	\$	\$
38	DISCRETIONARY WORK				\$55,000.00
	BID "A" TOTAL BID PRICE				\$

ALTERNATE:					
28a	Deck Top (Ipe 5/4" x 6")	1	LS		\$
29	Safety Railing (Ipe)	1	LS		\$

Item 28 Deck Top (Wooden) is split into Items 28a Deck Top and 28b Structural Framing with an Alternate Item added for Ipe Deck Top. An Alternate item has also be added for item 29 Safety Railing (Wooden). Bids will be evaluated with award based on the Total Bid Price. Use of the Alternate Item is at the discretion of the County and will be determined after award.

BIDDER: _____

00300-3

SECTION 00300
(Submit in Triplicate)
BID "B" BID FORM

For: Highland Shores Boat Ramp Improvements

BID "B" TOTAL BID PRICE: \$_____ (based on 120 calendar day completion)
Two schedules 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 in the best interest of the County. Only one award shall be made.

Date site inspection completed: _____

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 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 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: _____

EMAIL: _____

COMPANY'S NAME: _____

AUTHORIZED SIGNATURE(S): _____

Name and Title of Above Signer(s)

CO. MAILING ADDRESS: _____

TELEPHONE: (____) _____ FAX: (____) _____

Acknowledge Addendum Nos. _____ Dated: _____

SECTION 00300 - BID FORM

(Submit in Triplicate)

HIGHLAND SHORES BOAT RAMP IMPROVEMENTS
(Bid "B" - Based on Completion Time of 120 calendar days)

ITEM NO	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS		\$
2	Construction Surveying and Monumentation	1	LS		\$
3	Record Drawings	1	LS		\$
4	Maintenance of Traffic	1	LS		\$
5	Erosion and Sedimentation Control	1	LS		\$
6	Manatee Safety Measures	1	LS		\$
7	Floating Turbidity Barrier	175	LF	\$	\$
8	Clearing and Grubbing	1	LS		\$
9	Excavation	50	CY	\$	\$
10	Embankment	26	CY	\$	\$
11	Shell Base, 6"	1,755	SY	\$	\$
12	Stabilized subbase, 6"	1,800	SY	\$	\$
13	Concrete Driveway, 6"	81	SY	\$	\$
14	Concrete Sidewalk, 6"	25	SY	\$	\$
15	3'x6'x6" Concrete Slab, Trash Can Enclosure	1	LS		\$
16	Filter Fabric	110	SY	\$	\$
17	8" Gravel Base (No.57 Stone)	650	SF	\$	\$
18	8" Reinforced Concrete Boat Ramp slab, including "V" Grooved surface	25	CY	\$	\$
19	Gabion Mattress (6'x16'x12")	4	CY	\$	\$
20	Rubble Rip Rap	23	TN	\$	\$
21	Temporary Cofferdam, Sheet Pile (Install and Remove)	840	SF	\$	\$
22	Remove existing corner sheet piling	2	EA	\$	\$
23	Concrete Removal	25	CY	\$	\$
24	New seawall behind existing wall	210	LF	\$	\$
25	Remove existing sheet piling to slab subgrade	166	SF	\$	\$

BIDDER: _____

00300-5

SECTION 00300 - BID FORM

(Submit in Triplicate)

HIGHLAND SHORES BOAT RAMP IMPROVEMENTS (Bid "B" - Based on Completion Time of 120 calendar days)

ITEM NO	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
26	Dewatering	1	LS		\$
27	12"x12" Concrete Piling	520	LF	\$	\$
28a	Deck Top (Wooden)	1	LS		\$
28b	Structural Framing (Wooden)	1	LS		\$
29	Safety Railing (Wooden)	1	LS		\$
30	10" Wooden Bollards	83	EA	\$	\$
31	Concrete Wheel Stops	15	EA	\$	\$
32	Signage	1	LS		\$
33	Landscaping	1	LS		\$
34	Irrigation System	1	LS		\$
35	Dredging	375	CY	\$	\$
36	Berm (Temporary Spoil Containment)	600	CY	\$	\$
37	Spoil Transport to Disposal Site	1,000	CY	\$	\$
38	DISCRETIONARY WORK				\$55,000.00
BID "B" TOTAL BID PRICE					\$

ALTERNATE:					
28a	Deck Top (Ipe 5/4" x 6")	1	LS		\$
29	Safety Railing (Ipe)	1	LS		\$

Item 28 Deck Top (Wooden) is split into Items 28a Deck Top and 28b Structural Framing with an Alternate Item added for Ipe Deck Top. An Alternate item has also be added for item 29 Safety Railing (Wooden). Bids will be evaluated with award based on the Total Bid Price. Use of the Alternate Item is at the discretion of the County and will be determined after award.

BIDDER: _____

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.

1. LICENSE # and COMPANY'S NAME: _____
 CO. PHYSICAL ADDRESS: _____
 STATE OF INCORPORATION, IF APPLICABLE: _____
 TELEPHONE NUMBER: () _____ FAX: () _____

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 venturers and the same if any venturer is 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? _____ Years experience in dredging? _____
 Years experience in construction of boat ramps and docks? _____

5. Describe and give the date and owner of the last three government projects 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:

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.

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?

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:

9. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

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? _____

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?

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

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

14. What equipment do you own to accomplish this Work?

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

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

Surety's Name: _____

Surety's Address: _____

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

Phone: (_____) _____

SECTION 00491

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO RESOLUTION R-01-36 SECTION 4, E (1) (a)
MANATEE COUNTY PURCHASING CODE OF LAWS, ON DRUG FREE WORK PLACES

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 will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

- (4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or Resolution R-01-36 Section 4, E (1) (a) or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Resolution R-01-36 Section 4, E (1) (a).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200__ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

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

SECTION 00491

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 Official, 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 and 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.

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 Official. 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 _____, 20____ 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.

**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 XXXXXXXXXXXXXXXXXXXX hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at XXXXXXXXXXXXXXXXXXXX (Phone:).

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. 09-3145DC-Rebid Highland Shores (Ellenton) Boat Ramp Improvements in strict accordance with specifications 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 AECOM (f/k/a BOYLE ENGINEERING CORPORATION), 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 communications involving this project will be addressed to:

County of Manatee
Property Management Division
Attn: Darin Cushing, CBO, CFM, Project Mgr
IFB #09-3145DC-Rebid
1112 Manatee Avenue West
Bradenton, Florida, 34205
Phone: 941/748-04501 x4613

AECOM
f/k/a Boyle Engineering Corporation
Attn: A.H. Ezazi, P.E
5971 Cattleridge Boulevard
Suite 200
Sarasota, Florida 34232
Phone: 941/377-8858

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 #09-3145DC-Rebid
- 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. 09-03145DC-Rebid Highland Shores (Ellenton) Boat Ramp Improvements), subject to additions and deductions as provided therein, the sum of xxxxxxxxxxxxxxxxxx Dollars and xxxxxy Cents (\$xxxxx) including option xxxxxxxx for Bid "x" based on Completion Time of xxx calendar days and the sum of \$715 as liquidated damages for each calendar day of delay.

CONTRACTOR

BY: _____
Signature

Type Name and Title of Signer

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

(impress official seal)

Notary Public, State of Florida
My commission expires: _____

COUNTY OF MANATEE, FLORIDA

Authority to execute this contract per Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/2009

BY: _____
R.C. "Rob" Cuthbert, CPM, Purchasing Manager

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).

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 Director in accordance with Ordinance 08-43, Manatee County Purchasing Code.

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 Ordinance 08-43, Manatee County Purchasing Code.

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 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.

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 Contractor 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 is as follows: 1) Standard Printed Technical Specifications, 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 A Work Directive Change~~
 - 3.3.4 An Administrative Contract Adjustment
- 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 A Field Order
 - 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 or 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 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 Contact 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 technical specifications 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 County. 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 20% 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 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 consequential 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 one year 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 exercised 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 Director for a decision; the Contractor may request a conference with the Purchasing Director. Claims include, without limitation, disputes arising under the contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision. Contract claims shall use the process detailed in Section 2-26-63, Manatee County Purchasing Code, Ordinance 08-43.

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 for 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 technical specifications 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.

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 County.

END OF SECTION

TABLE OF CONTENTS

IFB #09-3145DC
HIGHLAND SHORES

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010 Summary of Work
01300 Submittals

DIVISION 2 - SITEWORK

02099 Mobilization
02100 Clearing and Grubbing
02101 Site Restoration
02200 Earthwork
02202 Dredging
02270 Erosion, Turbidity, and Sedimentation Control
02810 Grassing
015526 Traffic Regulation
030500 General Concrete Construction
313219 Filter Fabric

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

A. Work Under This Contract

This work consists of site improvements to Highland Shores Boat Ramp, at 353 Shore Drive, Ellenton, Manatee County, Florida. The work shall be re-grading and construction of new shell parking area, reconstruction of existing concrete boat ramp, construction of seawall and docks and dredging of the existing boat basin which includes hydraulic and or mechanical removal of sediment as identified in the project permits, the transfer of sediments to a dewatering site, construction of dewatering pond, all erosion and turbidity monitoring and control surveys, final cleanup and restoration of the project site.

B. Special Procedures

The County will require the following:

1. The Contractor shall prepare a pre-dredge survey (survey of existing conditions) of the existing boat basin. The survey shall be prepared by a Florida registered land surveyor. Six (6) certified copies shall be provided to the County prior to beginning of dredging activities. This survey shall be using the approved permit drawings', "Baseline of Construction" for cutting of cross-sections. This survey shall also use the "Bench Mark" and elevations used in the approved permit drawings. The Contractor shall immediately notify the County of any discrepancies between the permit drawings and the existing conditions survey.
2. The Contractor shall place PVC stakes visible above the waterline, indicating the horizontal limits of the dredge within the boat basin as identified in the permit drawings. These stakes shall remain in place until such time as the construction within the basin has been completed, and the County has accepted the post-dredge survey.
3. The Contractor shall prepare a post-dredge survey prepared by a Florida registered land surveyor. The Contractor shall add the dredge template to the post dredge survey. Three (3) certified copies shall be provided to the County with each monthly pay request and six (6) certified copies shall be provided prior to project closeout. The certified survey provided with the partial pay request shall show the area for which payment is requested. Contractor shall not remove any equipment from the dredge area until such time as the partial pay

request and dredge survey have been approved by the County.

4. The post-dredge surveys shall have cross-sections every 25 feet, with cross-sectional elevations every 25 feet or every change in contour and include the dredge template on the cross-sections. The survey baseline and stationing shall match the permit and engineering documents.
5. The Contractor shall keep a weekly updated progress survey as the project progresses.
6. Contractor shall maintain two-way boat traffic through the boat basin during the dredging operations.
7. If turbidity monitoring is required as a condition of permit; the Contractor shall submit copies of the monitoring reports to the County on a weekly basis. Copies shall also be forward the Department Environmental Protection (FDEP) in accordance with permit requirements. All weekly monitoring reports shall be mailed through US Mail, certified with a written receipt requested. Verified receipts must be provided as part of each monthly partial pay request.
8. Contractor shall maintain a set of record drawings, marking all dimensional changes to drawing, revisions to details, locations and depths of underground utilities elevation changes and changes made by Change Orders or Construction Change Directive. At the completion of the work, deliver the record documents to the Engineer, in good condition and free from any extraneous notations.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 02099 MOBILIZATION

PART 1 - GENERAL

A. Description

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project and the operations for ending work on the project. The work will include, but not be limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from (at the end) the project site, and ~~for the establishment of temporary offices, buildings,~~ safety equipment and first aid supplies, sanitary and other facilities. The cost of bonds and insurance, and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall be included. The cost of final clean-up and demobilization shall be included.

B. Payment

Payment shall be made under the lump sum item listed in the Bid Form. The lump sum price for mobilization will be payable with the first month's Partial Pay Request except that this initial payment will be limited to 6% of the total contract amount. 50% of the remaining amount will be paid when the value of completed work exceeds 50% of the total contract amount with 50% payable with final payment application.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION

SECTION 02100 CLEARING AND GRUBBING

PART 1 - GENERAL

A. Description

This section includes removal and disposal of all timber, brush, stumps, roots, grass, weeds, sawdust, and rubbish and other materials as identified by the OWNER or ENGINEER.

B. Measurement and Payment

Work under this section will not be paid for as a separate item.

PART 2 - PRODUCTS

A. Disposal of Materials

1. Combustible materials may not be disposed of by burning within the project site or right-of-way. Haul away and properly dispose of combustible materials.
2. Haul away and properly dispose of all non-combustible materials.

PART 3 - EXECUTION

A. Clearing (Land and Water)

In all areas of the project, unless otherwise noted, remove and dispose of trees, snags, stumps, shrubs, brush, limbs, vegetative growth, and other objectionable material. Remove all evidence of their presence from the surface including sticks and branches greater than 1 inch in diameter or thickness. Remove and dispose of trash piles, rubbish and stockpiled organic material. Protect trees, shrubs, and vegetative growth which are not designated for removal.

B. Grubbing (Landside)

In all areas where excavation/fill operations will be conducted, remove all stumps, roots, brush and other debris greater than 1 inch in diameter to a depth of not less than two feet below the subgrade.

END OF SECTION

SECTION 02101 SITE RESTORATION

PART 1 - GENERAL

A. Description

Provide all materials, equipment, tools, and labor to restore all lands and disturbed areas (staging/loading and/or dewatering pond sites) to their original line and grade.

B. Related Work Specified Elsewhere

Grassing: 02810.

C. Measurement and Payment

Work under this section will be paid for on a lump sum basis and shall include all work specified above.

PART 2 - EXECUTION

A. Construction Methods

The area shall be cleaned of all debris, waste and construction materials and shall be graded, filled and/or leveled to allow positive drainage.

B. Seeding and Mulching

Refer to Section 02810.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1 - GENERAL

A. Description

This section includes materials, testing, and installation of earthwork for excavations, fill, and embankment for berm construction at the spoil site(s) and mixing select fill with dredged material as required.

B. Related Work Specified Elsewhere

1. Clearing and Grubbing: 02100.

C. Standards

1. Determine the density of soil in place by nuclear methods, ASTM D2922.
2. Determine optimum laboratory moisture-density relations of cohesive soils by ASTM D1557 (modified Proctor).
3. Sample backfill materials by ASTM D75.
4. For cohesive and non-cohesive soils, "relative density" is the ratio, expressed as a percentage, of the in-place dry density to the laboratory maximum dry density as determined by ASTM D1557 (modified Proctor).
5. Determine the relative density of cohesionless soils by ASTM D2049.

D. Definitions

1. Subgrade: The undisturbed material immediately below the bottom of an excavation, below an area of fill, or below a structure.
2. Overexcavation: Excavation exceeding that specified or shown on the plans.
3. Backfill: Earth material placed permanently in an excavated area.
4. Fill: Earth material placed above the existing grade.
5. Borrow: Earth material brought from off the site to be used as fill or backfill.
6. Select fill: Material designated for mixing with dredge spoil.

E. Submittals

Submit copies of a certification from a testing laboratory that the material used for all backfills, fills and structural backfills meets the specified criteria and contain less than 1% by weight asbestos.

F. Measurement and Payment

Work under this section will not be paid for as a separate item unless a specific unit price basis is included in the Bid Form.

PART 2 - PRODUCTS

A. Backfill and Fill

1. Backfill and fill shall be excavated material or borrow that is free from clayballs larger than 2 inches in their largest dimension and contains no more than 15% by weight passing the No. 200 sieve, no more organic matter (peat, humus, leaves, and carbon compounds) than 1% by weight, and no cobbles larger than 2 inches in their largest dimension. The gradation of this granular material shall be such as to achieve the specified compaction.
2. In the event there is insufficient satisfactory material from the excavation to meet the requirements for backfill or fill material, obtain borrow which meets the requirements for backfill material from sources secured by the Contractor.
3. All material shall contain less than 1% by weight asbestos.

B. Water for Compaction

Water shall be free of acid, alkali, or organic materials and shall have a pH of 7.0 to 9.0. Provide all water needed for earthwork. Provide temporary piping, valves, and trucks to convey water from the source to the point of use. Provide any meters required if the water is taken from a public water system.

PART 3 - EXECUTION

A. Excavation

1. Excavate to the elevations shown on the drawings.
2. Review and be aware of existing conditions and locate all structures and utilities within the project area in order to avoid conflicts.

A. Excavation (cont'd)

3. Protect any pipes, cables, mains, footings or other underground structures encountered in trenching/excavating/backfilling from damage or displacement. Replace any pipes, cables, mains, footings or other structures disturbed during construction.
4. Contact all utility companies with utilities in the project area and obtain their assistance in locating facilities prior to excavation.

B. Placing Fill or Backfill

1. Remove loosened and disturbed materials at the subgrade.
2. Do not operate earthmoving or excavation equipment within 5 feet of existing structures or newly completed structures. Place and compact fill or backfill adjacent to concrete walls with hand-operated tampers or other equipment that will not damage the structure.
3. Use material meeting the requirements for backfill and fill, and use structural backfill where shown on the drawings or specified.

C. Excavated Material

During excavation, place the excavated material only within the project area. Do not obstruct any roadways or streets. Conform to federal, state and local codes governing the safe loading of trenches with excavated material. Separate suitable and unsuitable material.

D. Drainage, Erosion and Sedimentation

Maintain all existing drainage patterns and control run-off from the construction area to prevent erosion, sedimentation, or flooding due to the construction.

E. Compaction

1. Unless otherwise specified or shown on the drawings, compact backfill and fill areas to at least the following minimum compaction requirements:
 - a. Subgrade Under Fill or Backfill: 90% relative density to a depth of 12 inches.
 - b. All Other Areas: 95% relative density in 9-inch maximum layers.

2. During the compacting operations, maintain within +2% of optimum moisture. Aerate material containing excessive moisture by blading, discing, or harrowing to hasten the drying process.

F. Disposal of Excess Excavation

Remove excess, unsuitable, or cleared material resulting from the facility installation from the work site and dispose of at locations secured by the Contractor.

G. Protection of Property

1. Protect the trunks of trees adjacent to this work by enclosure with padding or wood. Operate excavating machinery and cranes with care to prevent damage to trees, particularly to overhanging branches and limbs.
2. Do not cut or operate on paved surfaces any equipment with treads or wheels which will cut or otherwise damage paved surfaces. Provide adequate protective measures to avoid damages to the paved surfaces.
3. As promptly as practicable, restore existing property or structures. Do not leave restoration until the end of the construction period.

H. Testing

1. Field density tests will be made in locations reviewed by the Owner, normally in each vertical layer, and using the following approximate spacing:
 - a. One per 500 lineal feet.
2. If any field density tests are below the specified relative density, recompact or re-excavate, rebackfill and recompact the area until the specific density is obtained. Make a minimum of two field density tests per recompact and/or re-excavated area, but do not exceed the spacing specified above. Retests to be paid for by Contractor.

I. Acceptance

After the specified density tests have been successfully completed, the Owner or his representative may cross section the excavation and/or fill area to verify that the excavation or fill area conforms to the lines and grades shown on the plans. Correct deviations from line and grade in excess of the tolerances specified at the Contractor's expense.

END OF SECTION

SECTION 02202 DREDGING

PART 1 - GENERAL

A. Description

The work specified in this Section consists of mechanical and/or hydraulic dredging of sediments to a pre-determined depth and width, the construction of de-watering ponds, if hydraulic dredging is proposed, the loading and transport of the sediments to the spoil site and the installation of sediment barriers or traps to control turbidity.

B. Related Work Specified Elsewhere

- a. Earthwork: 02200
- b. Erosion and Sedimentation Control: 02270.

C. Submittals

- 1. Project Schedule.
- 2. Shop Drawings on turbidity barriers proposed to be used.
- 3. Pre-dredge Survey. Refer to Section 01010.
- 4. Post-dredge Survey. Refer to Section 01010.
- 5. Required Turbidity Monitoring Reports Refer to Section 01010.
- 6. Contractor's Proposed Haul Route.

D. Measurement and Payment

The Owner will pay for the dredging work under this contract as follows: The Lump Sum amount shown in the Bid Form for dredging is for the excavation to the line and grade as shown on the permitting plans and documents. The Contractor shall provide signed tickets from the landfill indicating the amount of material hauled to the site, with each partial pay request. Percentage of the Lump Sum Dredge completed will be determined based on the amount of hauled material as a percentage of permitted dredge volume.

The Owner assumes no responsibility that the final constructed quantities will equal the estimated permitted quantities, nor shall the Contractor claim misunderstanding or deception because of the estimate.

PART 2 - EXECUTION

A. Construction Surveying

1. Lines, Grades and Construction Surveying

- a. The Contractor shall employ a Florida licensed professional land surveyor satisfactory to the County and the Engineer to lay out the work from the bench marks, grades, dimensions, points, and lines noted on the permit drawings, established at the site or supplied by the Engineer. All work of every description shall be laid out and checked by the Contractor who will be held solely responsible for its correctness, and all expenses in connection with this work shall be paid for by the Contractor. The work may be checked by the Engineer and, in the event of discrepancy, his decision shall be final.
- b. No special compensation will be made to the contractor to defray costs of any work or delays occasioned by making surveys and measurements, tests, or inspections, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under contract.
- c. All survey monuments and bench marks which may be disturbed during construction shall be referenced and replaced by the Contractor. All monuments and bench marks disturbed or destroyed by the Contractor or any of his forces through accident or negligence shall be replaced by a Florida licensed professional land surveyor at the Contractor's expense.

2. Protection and Restoration of Property Markers and Survey Monuments

- a. The Contractor shall be responsible for the preservation of all public and private property markers and shall protect carefully from disturbance or damage all survey monuments and property markers until locations are witnessed or otherwise referenced by his licensed Florida professional land surveyor, so the said surveyor can restore them in their original location after construction.

3. Bench Marks

- a. Any Federal, State, or County bench mark monument disturbed or destroyed by construction shall be replaced by markers as provided by the County set in nearby locations to be determined by the Engineer.
- b. Bench mark elevations shall be based on National Geodetic Vertical Datum, but shall not be stamped on the tablet. Certified copies of the field notes showing the level run and bench mark elevations shall be provided to the County Surveyor.

4. Environmental Compliance

- a. The Contractor shall be responsible for all survey requirements necessary to maintain compliance with Florida Department of Environmental Protection and Army Corps of Engineers permits.

B. Dredging

1. All dredging operations shall conform to the requirements listed herein. In addition, all work shall be performed in accordance with all provisions and conditions of the permits issued by Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACOE).
2. The work specified under this section consists of the excavation of sediment by mechanical and/or hydraulic means as indicated on the plans.
3. The Contractor shall be responsible for construction activities within the lines and grades shown on the plans. The Contractor shall take extreme care not to damage existing seawalls, docks, moorings, or mangrove trees. The Contractor shall dredge no closer than 5 feet from seawalls, docks, and retaining walls.

Contractor shall not under dredge by greater than 6 inches, and over dredge by more than 12" beyond the elevations and contours identified in the permit.

Contractor shall not deviate from the horizontal dredge alignment by more than 2 feet. Work shall be considered unacceptable beyond limits shown.

4. The Contractor shall be responsible for damages as a result of direct contact with physical features or as a result of excavating beyond the lines and grades shown on the plans. All repairs to damaged docks, moorings, and seawalls shall be made within two (2) weeks of the date that damage occurred.
5. The Contractor shall be responsible for the removal of any material that accumulates in the channel or boat basin after initial establishment of the proposed template at no additional cost, and prior to final acceptance.
6. The Contractor shall not violate the Water Quality Standards as specified in Chapter 17-3, 17-4 and 17-25 Florida Administrative Codes, including but not limited to: 17-3.02 Minimum Conditions of All Waters, Times and Places; 17-3.05 Water Quality Standards; Specifics; and 17-3.09 Criteria: Class III Waters - Recreation, Propagation and Management of Fish and Wildlife. A contract time extension will not be granted due to turbidity violations.

C. Dewatering Pond (Hydraulic Dredging)

The Contractor shall construct the dewatering pond(s) to the lines and grade as shown on the plans. All excavation, fill compaction, execution and testing shall comply with Section 02200 - Earthwork.

D. Hauling and Disposal (Mechanical Dredging)

The Contractor shall load and haul the dredged sediments from the project site to the spoil site. Hauling shall be in sealed trucks over a Contractor designated, County approved haul route. Any roadway damage along the haul route resulting from spoil transport shall be repaired to County standards, at no cost to OWNER or ENGINEER.

END OF SECTION

SECTION 02270 EROSION, TURBIDITY AND SEDIMENTATION CONTROL

PART 1 - GENERAL

A. Description

The work specified in this Section consists of measures required to control erosion on the project and in areas outside the project area where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects of public or private property adjacent to the project area and damage to work on the project. These measures will consist of construction and maintenance of temporary erosion and turbidity control features or, where practical, the construction and maintenance of permanent erosion control features.

B. Control of Contractor's Operations Which May Result in Water Pollution

1. Take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments, with fuels, oils, bitumens, calcium chloride, or other harmful materials. Conduct and schedule operations so as to avoid or otherwise minimize pollution or siltation of such streams, etc. and to avoid interference with movement of migratory fish. Do not dump the residue from dust collectors or washers into any water body.
2. Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other impoundments shall be restricted to those areas where it is necessary to perform dredging to accomplish the work shown in the Contract Documents and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.
3. Except as identified in Contract Documents, do not deposit dredged or excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.
4. Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water prior to discharge into State waters. Pump the water into grassed swales, appropriate vegetated areas, or sediment basins, or confine it by an appropriate enclosure such as siltation curtains when other methods are not considered appropriate. Do not contaminate State waters.

5. Do not disturb lands or waters outside the limits of construction, except as may be found necessary to complete the work.

C. Start of Work

Do not start work until erosion and turbidity control measures are in place.

PART 2 - PRODUCTS

A. General

1. No testing of materials used in construction of temporary erosion and turbidity control features will be required.
2. Materials used for the construction of the temporary erosion, turbidity, and sedimentation control measures not to be incorporated into the completed project may be new or used.

PART 3 - EXECUTION

A. General

1. Temporary erosion and turbidity control features shall consist of, but not be limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, artificial coverings, berms, baled hay or straw, floating silt barriers, floating turbidity barriers, staked silt barriers and staked silt fences. Design details for some of these items may be found in the Water Quality Section of the applicable edition of the FDOT Roadway and Traffic Design Standards.
2. Incorporate permanent erosion control features into the project at the earliest practical time. Correct conditions, using temporary measures that develop during construction to control erosion and turbidity prior to the time it is practical to construct permanent control features.
3. Construct temporary and permanent erosion, turbidity, and sediment control measures to prevent the pollution of adjacent water ways in conformance with the laws, rules and regulations of Federal, State and local agencies.

B. Installation

1. Temporary Grassing: This work shall consist of furnishing and placing grass seed in accordance with Section 02810, Grassing.

2. Temporary Sod: This work shall consist of furnishing and placing sod in accordance with Section 02810, Grassing.
3. Temporary Mulching: This work shall consist of furnishing and applying a two-inch to four-inch thick blanket of straw or hay mulch and then mixing or forcing the mulch into the top two inches of the soil in order to temporarily control erosion. Only undecayed straw or hay, which can readily be cut into the soil, shall be used. Other measures for temporary erosion control such as hydro mulching, chemical adhesive soil stabilizers, etc., may be substituted for mulching with straw or hay. When permanent grassing operations begin, temporary mulch materials shall be plowed under in conjunction with preparation of the ground.
4. Sandbagging: This work shall consist of furnishing and placing sandbags in configurations, so as to control erosion and siltation.
5. Slope Drains: This work shall consist of constructing slope drains, utilizing pipe, fiber mats, rubble, cement concrete, asphaltic concrete plastic sheeting, or other acceptable materials, in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as may be approved as suitable to adequately perform the intended function.
6. Sediment Basins: Sediment basins shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards or as suitable to adequately perform the intended function. Sediment basins shall be cleaned out as necessary.
7. Artificial Coverings: This work shall consist of furnishing and applying fiber mats, netting, plastic sheeting, or other approved covering to the earth surfaces.
8. Berms: This work shall consist of construction of temporary earth berms to divert the flow of water from an erodible surface.
9. Baled Hay or Straw:
 - a. This work shall consist of construction of baled hay or straw dams to protect against downstream accumulations of silt. The baled hay or straw dams shall be constructed in accordance with the details shown in FDOT's Roadway and Traffic Design Standards.

b. The dam shall be placed so as to effectively control silt dispersion under conditions present on this project. Alternate solutions and usage of materials may be used if approved.

10. Temporary Silt Fences and Staked Silt Barriers: This work shall consist of furnishing, installing, maintaining and removing staked turbidity barriers in accordance with the manufacturer's directions, these specifications and the details as shown in FDOT's Roadway and Traffic Design Standards.

11. Floating Silt and Turbidity Barriers: This work shall consist of installing, maintaining, and removal of floating silt and turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities in waters of the State. The type barrier used, the deployment and maintenance of the barrier will be such as to minimize dispersion of turbid waters from the construction site. Alternate methods or materials may be used provided that compliance with applicable permit conditions and State water quality standards are maintained.]

C. Removal of Temporary Erosion and Turbidity Control Features

In general, remove any temporary erosion control features existing at the time of construction of the permanent erosion control features in such a manner that there will be no detrimental effect.

D. Maintenance of Erosion Control Features

General: Provide routine maintenance of permanent and temporary erosion and turbidity control features until the project is completed and accepted.

E. Protection During Suspension of Contract Time

In the event that it is necessary that the construction operations be suspended for any appreciable length of time, shape the top of the earthwork in such a manner as to permit runoff of rainwater and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments which are located in the vicinity of rivers, streams, canals, lakes, and impoundments. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation.

END OF SECTION

SECTION 002810 GRASSING

PART 1 - GENERAL

A. Description

1. Provide all materials, water, equipment, transportation, tools, and labor, to establish grass plus all items called for or that can be reasonably inferred from the drawings, including sodding, grading, fertilizing, watering, mowing, replacing and maintaining the area for a complete job.

B. Measurement and Payment

1. Work under this section will not be paid for as a separate item unless a specific unit price basis is included in the Bid Form.

C. Applicable Publications

Portions of the publications listed below form a part of this specification only to the extent referenced.

1. Florida Department of Transportation, "Standard Specifications for Road and Bridge Construction" (Fla. DOT SPEC).
2. Turfgrass Producers Association of Florida, "Standards of Sod Quality".

D. Records

Submit written weekly records to the Owner of all grassed areas for use in determining the beginning and ending of the maintenance period for each area. The records shall indicate the date of grassing, fertilizing and mowing, quantity (sq. ft., sq. yds, or acres) and location of grassing.

E. Submittals

1. Submit Shop Drawings in accordance with Section 01300. Submit certificates stating that the materials conform to the requirements of this specification as follows:
 - a. Certificate from sod producer stating that sod meets the requirements for "Florida Standard Grade" as defined by the Turfgrass Producers Association of Florida, and set forth in paragraph "SOD" of this specification.

- b. Fertilizer manufacturer's certificate of analysis including Nitrogen, Phosphorus Potash and complete micro-nutrients in accordance with paragraph "Fertilizer" of this specification.
3. Submit a copy of the certificate(s) with each delivery.

PART 2 - PRODUCTS

A. Sod

1. Argentine Bahia with well matted roots. The sod shall be taken up in commercial-size rectangles, preferably 12-inch by 24-inch or larger, except where 6-inch strip sodding is called for.
2. The sod shall have no visible broadleaf weeds when viewed from a standing position and the turf shall be visibly consistent with no obvious patches of foreign grasses. In no case may the total amount of foreign grasses or weeds exceed 2% of the total canopy. Florida Standard Grade sod shall be neatly mowed and mature enough that when grasped at one end it can be picked up and handled without damage. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling.

B. Fertilizer

1. Commercial grade, controlled release, granular fertilizer consisting of blend of coated prilled urea with iron included in a slowly soluble form, free flowing and uniform in composition conforming to Florida DOT Specification 982-1, and bearing the manufacturer's guaranteed statement of analysis by weight of 12 parts nitrogen, 8 parts phosphoric acid and 8 parts potash, plus complete micronutrient including magnesium, sulfur, zinc, manganese, copper and boron.

C. Source Requirements for Sod

1. Comply with all current restrictions for transporting sod and mulch material from or through quarantine areas for the white fringed beetle, witchweed, and West Indian sugar cane borer weevil, as issued by the Division of Plant Industry, Florida Department of Agriculture and the Animal and Plant Health Inspection Service, U.S. Department of Agriculture.

D. Water for Grassing

1. Water shall be free of acid, alkali, or organic materials and shall have a pH of 7.0 to 8.5. Provide all water needed for grassing. Provide permanent or temporary piping and valves, and temporary trucks to convey water from the source to the point of use. Provide any meters required and pay for water used if the water is taken from a public water system. Water shall be free of petroleum products, pesticides and any other deleterious constituents.

PART 3 - EXECUTION

A. Coordination of Work

1. Coordinate all work activities to provide for establishment of grass cover at the earliest possible time in the construction schedule to minimize erosion of topsoil.

B. Construction Methods - General

1. Provide and establish grass in all areas designated on the drawings and that are disturbed during construction (except areas to be paved, landscaped or covered with structures).
2. Do not fertilize when wind velocities exceed 15 miles per hour. Sod only when the soil is in proper condition to induce growth.
3. When a length of roadway slopes or adjacent areas have been graded and made ready, commence grassing in accordance with these specifications. Incorporate grass covering into the project at the earliest practical time in the life of the contract to reduce potential erosion.
4. Store fertilizer in dry locations away from contaminants. Sprinkle sod with water and protect from exposure to wind and direct sunlight until planted. Provide covering that will allow air to circulate so that heating will not develop.

C. Construction Methods for Grassing

1. The type and location of grassing will be as called for in the drawings. If the type is not designated, match the type of grass in adjacent areas.

2. Sequence of Operations: The several operations involved in the work shall proceed in the following sequence:

- a. Preparation of the ground.
- b. Seeding and mulching and/or sodding.
- c. Watering and maintaining

D. Preparation of Area to be Grassed

1. Prepare the areas to be grassed by disc-harrowing and thoroughly pulverizing them to a depth of at least 6 inches.
2. Bring all areas to be grassed to finished grades, remove weeds, surplus dirt and rock debris over 1 inch in diameter, and rough grade the area.
3. Test the soil for pH. If the soil is below a pH level of 5.5, spread lime to raise the pH level to at least 5.5.
4. Uniformly apply fertilizer at the rate of 400 to 500 pounds per acre. Immediately after the fertilizer and/or lime is spread over the area, mix them into the soil to a depth of approximately 4 inches.
5. Float the area to a smooth uniform grade. Slope all areas to drain. Establish flow lines as shown on the drawings. Finish areas to be grassed approximately 1 inch below top of adjoining curb or pathway.

E. Sodding

1. Incorporate sodding into the project at the earliest practical time in the life of the contract. Do not use sod which has been cut for more than 3 days. Stack any sod which is not planted within 24 hours after cutting and maintain properly moistened.
2. Place the sod on a prepared surface, with abutting joints. Fill any gaps or cracks between sod blocks with sod. Roll with a minimum one-ton roller to obtain an even surface. Bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas and project limits.
3. Where sodding is used in drainage ditches, stagger the setting of the pieces to avoid a continuous seam along the line of flow.
4. On areas where the sod may slide due to height and slope, peg the sod with pegs driven through the sod blocks into firm earth at suitable intervals. Replace any pieces of sod which, after placing, show an appearance of extreme dryness.

F. Mowing

1. Mow first when the grass reaches a height of 3 to 4 inches. Mow a second time when the grass reaches a height of 6 inches and before a seedhead occurs. Subsequent mowings should establish a uniform grass surface of 2-1/2 inches and be made before seedhead occurs. All mowings should be made with a cut height as low as possible to stop shading of the Bahia grass.
2. Mow sod to establish a uniform grass surface of 2-1/2 inches.
3. Provide equipment for mowing that does not rut the soil surface. Fill any ruts that are in excess of two (2) inches deep with native soil free from twigs and rocks larger than 1 inch in diameter. Temporarily suspend mowing operations when the soil is too wet to provide adequate support and traction for equipment.

G. Watering

1. Maintain a balanced watering program until the acceptance of work.
2. Apply water in sufficient quantities and as often as seasonal conditions require to keep the grassed areas moist.
3. Provide supplemental water and irrigate seed areas when the rainfall is not adequate to maintain soil moisture necessary for germination and growth of the grass. It is Contractor's responsibility to determine the quantities of water required and when to irrigate. This obligation shall remain in full force and effect until final acceptance of the work by Owner and shall be provided at no additional cost to Owner.
4. Owner, at his discretion, may relieve Contractor of this obligation at such time as Owner is able to provide irrigation. This action, however, does not relieve Contractor of the provisions and guarantees set forth in the Contract Documents.

H. Maintenance

1. Maintain all grassed areas for a period of 90 days after the date of substantial completion and guarantee against all defects and faults of material and workmanship.
2. Maintain grass areas by watering, fertilizing, and mowing to establish an even and uniform grass surface of 2-1/2 inches, as specified above.

3. In the event that the grass exhibits iron chlorosis symptoms during the establishment period, apply liquid iron at manufacturer's recommended rates.

I. Guarantee

1. Guarantee all grasses areas to be alive and in satisfactory growth at the end of the maintenance period (90 days).
2. Replace any grass that is dead or not in satisfactory growth, as determined by the Owner or Owner's representative. Guarantee new sod or seed for an additional 90 days.
3. The term "Satisfactory Growth" as used in this section is defined as even plant growth in healthy conditions without bare spots larger than one square foot in seeded areas and without bare spots in sodded areas. Bare spots larger than one square foot in seeded areas shall be re-seeded and bare spots in sodded areas resodded. All grassed and sodded areas shall be maintained until satisfactory growth has been demonstrated. In the event that the subsequent stand of grass is found to be contaminated with weeds or other obnoxious or undesirable growth, effectively eliminate such undesirable growth, at the Contractor's expense.
4. Replace sod or seed with the same variety as initially specified.

J. Inspection

1. Request inspection from the Owner and his representative at least 72 hours in advance of the time inspection is required.
2. Provide an authorized representative to be on-site during inspection.

END OF SECTION 002810

SECTION 015526 TRAFFIC REGULATION

A. Description

This section describes procedures for traffic regulation during construction in public streets and highways.

B. General

1. Provide safe and continuous passage for pedestrian and vehicular traffic at all times.
2. Control traffic at those locations indicated and in conformance with the approved traffic control plans and specifications.
3. Furnish, construct, maintain, and remove detours, road closures, traffic signal equipment, lights, signs, barricades, fences, K-rail, flares, solar-powered flashing arrow signs, miscellaneous traffic devices, flagmen, drainage facilities, paving, and such other items and services as are necessary to adequately safeguard the public from hazard and inconvenience. All such work shall comply with the ordinances, directives, and regulations of authorities with jurisdiction over the public roads in which the construction takes place and over which detoured traffic is routed by the Contractor. After devices have been installed, maintain and keep them in good repair and working order until no longer required. Replace such devices that are lost or damaged, to such an extent as to require replacement, regardless of the cause of such loss or damage.

C. Access to Adjacent Properties

1. Maintain reasonable access from public streets to adjacent properties at all times during construction. Prior to restricting normal access from public streets to adjacent properties, notify each property owner or responsible person, informing him of the nature of the access restriction, the approximate duration of the restriction, and the best alternate access route for that particular property.
2. Special Considerations at Fire Stations: Do not hinder unobstructed ingress and egress at any time to fire stations.

END OF SECTION

SECTION 030500 GENERAL CONCRETE CONSTRUCTION

PART 1 - GENERAL

Description

This section includes materials, installation, and testing of formwork, reinforcing steel, joints, concrete, and finishing and curing for general concrete construction.

Related Work Specified Elsewhere

A. Submittals

1. Submit shop drawings in accordance with the General Conditions.
2. Submit mix design in writing for review by the Owner at least 15 days before placing of any concrete.
3. Submit reinforcing bending lists and placing drawings for all reinforcing. Placing drawings shall indicate all reinforcing indicated in the typical detail and structural drawings. Placing drawings shall be coordinated with the concrete placing schedule. Each bending list and placing drawing submitted shall be complete for each major element of a structure (grade slabs, footings, walls, deck, floor, or roof slabs) including dowels and corner bars. Furnishing such lists shall not be construed that the lists will be reviewed for accuracy. The Contractor shall be wholly and completely responsible for the accuracy of the lists and for furnishing and placing reinforcing steel in accordance with the details shown in the drawings and as specified. Placing drawings shall be prepared by the Contractor and shall not incorporate photocopies of the contract drawings.
4. Submit calculations and drawings for structural design of boat ramp slab. Calculations and drawings shall be signed by a civil or structural engineer, registered in the State of Florida.
5. Submit six copies of a report from a testing laboratory verifying that aggregate material conforms to the specified gradations or characteristics.

PART 2 - MATERIALS

B. Nondomestic Cement and Additives

1. The use of nondomestic cement and additives in concrete may be permitted only after review of a written request to use such materials. The request to use nondomestic materials shall include a chemical analysis that indicates the material meets the project specifications. Certifications that state the nondomestic materials meet the project requirements will not be accepted.
2. Test reports for concrete materials shall be current to within three months of inclusion into the project and shall be identifiable to the materials supplied.

C. Formwork

1. Design forms according to ACI 347.
2. Class I Forms: Use steel forms, ply form, or smooth-surface plywood 3/4-inch minimum thickness for straight surfaces and 1/2-inch minimum thickness for curved surfaces.
3. Class II Forms: Use plywood in good condition, metal, or smooth-planed boards free from large or loose knots with tongue and groove or ship lap joints.
4. Class II forms may be used for exterior concrete surfaces that are 1 foot or more below finished grade. Use Class I forms for all other surfaces.
5. Coat forms with form release agent.

D. Bond Breaker

Bond breaker shall be a nonstaining type which will provide a positive bond prevention, such as Williams Tilt-Up Compound, as manufactured by Williams Distributors, Inc., Seattle, Washington; Silcoseal 77, as manufactured by SCA Construction Supply Division, Superior Concrete Accessories, Franklin Park, Illinois; or equal.

E. Form Release Agent

1. Form release agent shall effectively prevent absorption of moisture and prevent bond with the concrete. Agent shall be nonstaining and nontoxic after 30 days.
2. For steel forms, release agent shall prevent discoloration of the concrete due to rust.

F. Reinforcing Steel

1. Reinforcement shall conform to ASTM A615 or A706, Grade 60.
2. Fabricate reinforcing in accordance with the current edition of the Manual of Standard Practice, published by the Concrete Reinforcing Steel Institute. Bend reinforcing steel cold.
3. Deliver reinforcing steel to the site bundled and with identifying tags.

G. Welded Wire Reinforcement

Welded wire reinforcement shall conform to ASTM A185.

H. Tie Wire

Tie wire shall be 16 gauge minimum, black, soft annealed.

I. Bar Supports

Bar supports in beams and slabs exposed to view after form stripping shall be galvanized and plastic coated. Use concrete supports for reinforcing in concrete placed on grade.

J. Bar Couplers

Reinforcing steel bar splicing couplers shall be a mechanical type as manufactured by Dayton Barsplice Inc. or equal. Use couplers that do not reduce tensile or ultimate strength of bars.

K. Joint Sealant for Concrete Structures

1. Joint sealant shall be a multipart, gray, nonstaining, nonsagging, gun grade polyurethane sealant, which cures at ambient temperature to a firm, flexible, resilient, tear-resistant rubber. Sealant shall comply with ASTM C920, Type M, Grade P, Class 25 for horizontal joints and Grade NS, Class 25 for vertical joints and be recommended by the manufacturer for continuous immersion in water.

Characteristic or Parameter	Technical Requirements
Pot life	1 to 3 hours
Hardness	35 Shore A, ± 5 , ASTM D2240
Elongation	650%, ASTM D412
Tensile strength	200 psi, ASTM D412
Peel strength on concrete	No adhesion loss at 25 pounds
Temperature service range	40°F to 167°F
Immersion in water	Continuous

2. Sealant shall be Tremco Vulkem 227 or Sikaflex-2CNS (for Grade NS, Class 25), Sikaflex-2CSL of Sika Corporation or Vulkem 245 (for Type M, Grade P, Class 25), or equal. Troweling of sealants into joints will not be permitted.

L. Backing Rod for Expansion Joints

Backing rod shall be an extruded closed-cell polyethylene foam rod, such as Minicel backer rod, manufactured by Industrial Systems Department, Plastic Products Group of Hercules, Inc., Middletown, Delaware; Ethafoam SB, as manufactured by Dow Chemical Company, Midland, Michigan; or equal. The rod shall be 1/4 inch larger in diameter than the joint width. Where possible, provide full-length sections for the joint; minimize splices. Apply backup rod and bond breaker tape in expansion joints.

M. Bond Breaker Tape

Bond breaker tape shall be an adhesive-backed glazed butyl or polyethylene tape that will adhere to the premolded joint material or concrete surface. The tape shall be the same width as the joint. The tape shall be compatible with the sealant.

N. Preformed Control Joint

Preformed control joint shall be a one-piece, flexible, PVC joint former, such as Kold-Seal Zip-Per Strip KSF-150-50-50, manufactured by Vinylex Corp., Knoxville, Tennessee, or a one-piece steel strip with preformed groove, such as Keyed Kold Retained Kap, manufactured by Burke Concrete Accessories, Inc., San Mateo, California, or equal. Provide the preformed control joint material in full-length unspliced pieces.

O. Premolded Joint Filler

Joint filler shall be preformed, nonextruded type constructed of closed-cell neoprene conforming to ASTM D1752, Type I, as manufactured by W. R. Grace Company of Cambridge, Massachusetts; W. R. Meadows, Inc., Elgin, Illinois; or equal or bituminous type preformed expansion joint filler conforming to ASTM D994.

P. Steel Expansion Joint Dowels

1. Steel expansion joint dowels shall conform to one of the following:
 - a. Steel bar dowels with a 12-mil-thick epoxy coating. Steel bar dowels shall conform to ASTM A36 or ASTM 615, plain rounds, Grade 40. Epoxy coating shall be in conformance with ASTM A775.
 - b. Stainless steel bar dowels conforming to ASTM A276, Type 302.
2. Exposed portion of expansion joint dowels shall be thoroughly greased prior to casting of adjoining wall or slab.

Q. Cement

1. Use domestic portland cement that conforms to ASTM C150, Type II portland cement.
2. Use only one brand of cement in any individual structure. Use no cement that has become damaged, partially set, lumpy, or caked. Reject the entire contents of the sack or container that contains such cement. Use no salvaged or reclaimed cement.
3. Maximum tricalcium aluminate shall not exceed 8%. The maximum percent alkalis shall not exceed 0.6%.

R. Aggregates

Aggregates shall be natural rock, sand, or crushed natural rock [and] shall comply with ASTM C33, [and shall contain less than 1% asbestos by weight or volume]. Aggregates shall be free from any substances that will react with the cement alkalis, as determined by Appendix X-1 of ASTM C33.

S. Water and Ice

Use water and ice that is clean and free from objectionable quantities of organic matter, alkali, salts, and other impurities that might reduce the strength, durability, or otherwise adversely affect the quality of the concrete. Water shall not contain more than 500 mg/L of chlorides or more than 500 mg/L of sulfate.

T. Color Additive for Exterior Electrical Duct Encasement

For exterior electrical duct concrete encasements, use a color additive for identification purposes: brick red "Colorfull" as manufactured by Owl Manufacturing Company, Arcadia, California; coral red "Chromix C-22" as manufactured by L. M. Scofield Company, Los Angeles, California; or equal. Add the color additive while the concrete is being mixed using the quantity per cubic yard of concrete recommended by the manufacturer for the class of concrete indicated.

U. Concrete Admixtures

1. Class A concrete shall contain an air-entraining admixture conforming to ASTM C260. Admixtures shall be Master Builders MB-AE 90, Sika AER, or equal.
2. Class A concrete shall contain a water-reducing admixture conforming to ASTM C494, Type A or D. It shall be compatible with the air-entraining admixtures. The amount of admixture added to the concrete shall be in accordance with the manufacturer's recommendations.

V. Concrete Mix Design

1. Conform to ASTM C94, except as modified by these specifications.
2. Air content as determined by ASTM C231 shall be 4% ±1%.
3. Maximum water-cement ratio for Class A concrete = 0.45 by weight.
4. Use classes of concrete as described in the following table:

Class	Type of Work	28-Day Compressive Strength (in psi)	Minimum Cement Content (in lbs per C.Y.)
A	Concrete for all structures and concrete not otherwise specified. Concrete fill at structure foundations, cradle, supports across pipe trenches.	4,000	564
B	Pavement	3,000	500
C	Floor grout, miscellaneous unreinforced concrete.	2,000	376

Measure slump in accordance with ASTM C143. Proportion and produce the concrete to have a maximum slump as shown. A tolerance of up to 1 inch above the indicated maximum shall be allowed for individual batches provided the average for all batches or the most recent 10 batches tested, whichever is fewer, does not exceed the maximum limit. Concrete of lower than usual slump may be used provided it is properly placed and consolidated.

5. Aggregate size shall be 3/4 inch maximum for slabs and sections 8 inches thick and less. Aggregate size shall be 1 inch maximum for slabs and sections greater than 8 inches and less than 17 inches. Aggregate size shall be 1-1/2 inches maximum for all larger slabs and sections.
6. Combined aggregate grading shall be as shown in the following table:

Sieve Sizes	Maximum Aggregate Size		
	1-1/2"	1"	3/4"
	Percent Passing		
2"	100	---	---
1-1/2"	90 - 100	100	---
1"	50 - 86	90 - 100	100
3/4"	45 - 75	55 - 100	90 - 100
3/8"	38 - 55	45 - 75	60 - 80
No. 4	30 - 45	35 - 60	40 - 60
No. 8	23 - 38	27 - 45	30 - 45
No. 16	17 - 33	20 - 35	20 - 35
No. 30	10 - 22	12 - 25	13 - 23
No. 50	4 - 10	5 - 15	5 - 15
No. 100	1 - 3	1 - 5	0 - 5
No. 200	0 - 2	0 - 2	0 - 2

7. Combined aggregate grading shall be as shown in the following table:

	Maximum Aggregate Size			
	1-1/2"	1"	3/4"	3/8"
Aggregate Grade per ASTM C33	467	57	67	8

8. Mix design for pumped concrete shall produce a plastic and workable mix. The percentage of sand in the mix shall be based on the void content of the coarse aggregate.

PART 3 - EXECUTION

A. Form Tolerances

1. Failure of the forms to produce the specified concrete surface and surface tolerance shall be grounds for rejection of the concrete work. Rejected work shall be repaired or replaced at no additional cost to the Owner.
2. The following table indicates tolerances or allowable variations from dimensions or positions of structural concrete work:

	Maximum Tolerance (inch)
Sleeves and inserts	+1/4 -1/4
Projected ends of anchors	+1/4 -0.0
Anchor bolt setting	+1/4 -1/4
Finished concrete, all locations	+1/4 -1/4 in 10 feet
	Max ±1-inch in total length

The planes or axes from which the above tolerances are to be measured shall be as follows:

Sleeves and inserts:	Centerline of sleeve or insert.
Projected ends of anchors:	Plane perpendicular to the end of the anchor as located in the drawings.
Anchor bolt setting:	Centerline of anchor bolt.
Finish concrete:	The concrete surface as defined in the drawings.

Where equipment is to be installed, comply with manufacturer's tolerances if more restrictive than above.

B. Form Surface Preparation

1. Clean form surfaces to be in contact with concrete of foreign material prior to installation.
2. Coat form surfaces in contact with concrete with a release agent prior to form installation.

C. Form Reuse

Reuse only forms that provide a uniform surface texture on exposed concrete surfaces. Apply light sanding or other surface treatment between uses for uniform texture. Plug unused tie rod holes with corks, shave flush, and sand the concrete surface side. Do not patch forms other than filling tie rod holes, except in the case of Class II forms. Do not use metal patching discs on Class I forms.

D. Removal of Forms

1. Forms and shoring for elevated structural slabs or beams shall remain in place until the concrete has reached a compressive strength equal to the specified 28-day compressive strength as determined by test cylinders. Do not remove supports and reshore.
2. Do not remove forms from concrete that has been placed with outside air temperature below 50°F without first determining if the concrete has properly set without regard for time. Do not apply heavy loading on green concrete. Immediately after forms are removed, the surface of the concrete shall be carefully examined and any irregularities in the surface shall be repaired and finished as specified.

E. Formed Openings

Openings shall be of sufficient size to permit final alignment of pipes or other items without deflection or offsets of any kind. Allow space for packing where items pass through the wall to ensure watertightness. Provide openings with continuous keyways and water stops. Provide a slight flare to facilitate grouting and the escape of entrained air during grouting. Provide formed openings with reinforcement as indicated in the typical structural details. Reinforcing shall be at least 2 inches clear from the opening surfaces and encased items.

F. Embedded Items

Set anchor bolts and other embedded items accurately and hold securely in position until the concrete is placed and set. Check all special castings, channels, or other metal parts that are to be embedded in the concrete prior to and again after concreting. Check nailing blocks, plugs, and strips necessary for the attachment of trim, finish, and similar work prior to concreting.

G. Beveled Edges (Chamfer)

Form 3/4-inch beveled edges on exposed concrete edges and corners, beam soffit corners, and where indicated in the drawings. Reentrant corners in concrete members shall not have fillets, unless otherwise shown in the drawings. The top edges of slabs, walkways, beams, and walls may be beveled with an edging trowel in lieu of using chamfer strips.

H. Expansion Joints

Provide expansion joints with continuous edge reservoirs, which shall be filled with a joint sealant. Leave the material used for forming the reservoirs in place until immediately before the grooves are cleaned and filled with joint sealant. After removing edge forms from the reservoir, remove grout, loose concrete, and fins; then sandblast the slots. Allow the reservoirs to become thoroughly dry; then blow out the reservoirs and immediately prime and fill with the expansion joint sealant and backup materials. The primer used shall be supplied by the same manufacturer supplying the joint sealant.

I. Time Between Pours

At least two hours shall elapse after depositing concrete in the columns or walls before depositing in beams, girders, or slabs supported thereon. Place beams, girders, brackets, column capitals, and haunches monolithically as part of the floor or roof system, unless otherwise indicated in the drawings.

J. Installation of Premolded Joint Filler

Install in joint accurately as shown. Attach to concrete with a bonding agent recommended by the joint sealant and joint filler manufacturer for compatibility.

K. Installation of Joint Sealants

1. Immediately before installing the joint sealant, clean the joint cavity by sandblasting or power wire brushing. Install bond breaker tape per manufacturer's instructions.
2. After the joints have been prepared as described above, apply the joint sealant. Apply the primer, if required, and joint sealant only with the equipment and methods recommended by the joint sealant manufacturer. Application criteria for the sealant materials, such as temperature and moisture requirements and primer cure time, shall be in accordance with the recommendations of the sealant manufacturer.
3. Apply masking tape along the edges of the exposed surface of the exposed joints. Trowel the joints smooth with a tuck pointing tool wiped with a solvent recommended by the sealant manufacturer.
4. After the sealant has been applied, remove the masking tape and any sealant spillage.

L. Placing Reinforcement

1. Place reinforcing steel in accordance with the current edition of Recommended Practice for Placing Reinforcing Bars, published by the Concrete Reinforcing Steel Institute.
2. Place reinforcing in accordance with the following, unless otherwise indicated:
 - a. Reinforcement indicated in the drawings is continuous through the structure to the farthest extent possible. Terminate bars and hooks 2 inches clear from faces of concrete.
3. Reinforcing steel, before being positioned and just prior to placing concrete, shall be free from loose mill and rust scale and from any coatings that may destroy or reduce the bond. Clean reinforcing steel by sandblasting or wire brushing and remove mortar, oil, or dirt to remove materials that may reduce the bond.
4. Do not straighten or rebend reinforcing steel in the field.
5. Position reinforcing steel in accordance with the drawings and secure by using annealed wire ties or clips at intersections and support by concrete or metal supports, spacers, or metal hangers. Do not place metal clips or supports in contact with the forms. Bend tie wires away from the forms to provide the specified concrete coverage. Bars, in addition to those shown in the drawings, which may be found necessary or desirable by the Contractor for the purpose of securing reinforcement in position shall be provided by the Contractor at his own expense.
6. Place reinforcement a minimum of 2 inches clear of any metal pipe or fittings.
7. Secure reinforcing dowels in place prior to placing concrete. Do not press dowels into the concrete after the concrete has been placed.
8. Roll wire mesh used for reinforcement flat before placing concrete. Support and tie wire mesh to prevent movement during concrete placement.
9. Position dowels for masonry walls to occur at reinforced block cells.

M. Site-Mixed Concrete

Conform to ACI 304.

N. Ready-Mixed Concrete

Conform to ASTM C94.

O. Placing Concrete

Conform to ACI 304.

P. Pumping Concrete

Conform to ACI 304.2R-91.

Q. Weather Requirements

1. Conform to ACI 305 for placing during hot weather.
2. Conform to ACI 306 for placing during cold weather.

Finish S-4: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.

Finish S-5: Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.

Finish E-1: Provide chamfer or beveled edges.

Finish E-2: Strike smooth and float to an F-3 or F-4 finish.

R. Curing Concrete

1. It is the responsibility of the Contractor to select the appropriate curing method in response to climatical and/or site conditions occurring at the time of concrete placement. Take appropriate measures as described in ACI 305 and 306 for protecting and curing concrete during hot and cold weather.

S. Repair of Defects and Cracks

1. Do not repair defects until concrete has been evaluated by the Owner's Representative.
2. Surface Defects:
 - a. Repair surface defects that are smaller than 1 foot across in any direction and are less than 1/2 inch in depth.

b. Repair by removing the honeycombed and other defective concrete down to sound concrete, cut or grind edges perpendicular to the surface and at least 3/8 inch deep, abrasive clean and thoroughly dampen the surface, work into the surface an epoxy bonding agent, and fill the hole with one part cement to one part fine sand. Match the finish on the adjacent concrete, and cure as specified.

3. Severe Defects:

a. Repair severe defects that are larger than surface defects but do not appear to affect the structural integrity of the structure.

b. Repair by removing the honeycombed and other defective concrete down to sound concrete, make edges of the repair area perpendicular to the surface, as required above, sandblast the sound concrete surface, coat the exposed surfaces with epoxy bonding compound, place nonshrink grout, match the finish on the adjacent concrete, and cure as specified.

4. Repair minor cracks in concrete structures that are wider than 1/10 inch by cutting out a square edged and uniformly aligned joint 3/8 inch wide by 3/4 inch deep, preparing exposed surfaces of the joint, priming the joint, and applying polyurethane joint sealant.

5. If the cracks are major or affect the hydraulic capacity or function of the element, the Owner's Representative may require the concrete to be repaired by epoxy injection.

6. Major Defects and Cracks: If the defects affect the structural integrity of the structure or if patching does not satisfactorily restore quality and appearance to the surface, the Owner's Representative may require the concrete to be removed and replaced, complete.

T. Concrete Tests

1. Concrete quality testing will be performed on the concrete by an independent testing laboratory as follows:

a. Frequency of Sampling: Cast four concrete test cylinders from each 10 cubic yards, or fraction thereof, of each class of concrete placed in any one day. Sampling and curing of cylinders shall conform to ASTM C31.

- b. Strength Testing: Test cylinders in accordance with ASTM C39. Test one cylinder at 7 days for information; test two cylinders at 28 days for acceptance; and hold one cylinder for verification. Strength acceptance will be based on the average of the strengths of the two cylinders tested at 28 days. If one cylinder of a 28-day test manifests evidence of improper sampling, molding, or testing, other than low strength, discard it and use the fourth cylinder for the test result.
 - c. Determine concrete slump by ASTM C143 with each strength test sampling and as required to establish consistency.
 - d. Determine air content of the concrete using ASTM C231 to verify the percentage of air in the concrete immediately prior to depositing in forms.
2. To facilitate concrete sampling and testing, the Contractor shall:
- a. Provide and maintain facilities for safe storage and proper curing of concrete test specimens on the project site, as required by ASTM C31.

END OF SECTION

SECTION 313219 FILTER FABRIC

PART 1 - GENERAL

Description

This section includes materials and installation of filter fabric and its maintenance until the cover is completed.

Related Work Specified Elsewhere

Clearing, and Grubbing: 02100.

Earthwork: 02200.

A. Submittals

1. Submit shop drawings in accordance with the General Conditions.
2. Submit manufacturer's catalog data and a sample of the filter fabric.
3. Submit manufacturer's recommended installation instructions and details.
4. Submit mill certificate or affidavit signed by a legally authorized official from the company manufacturing the fabric. The mill certificate or affidavit shall attest that the fabric meets the chemical, physical, and manufacturing requirements stated in this specification.

B. Measurement and Payment

Filter fabric will be measured for payment by the square yard installed in place. Measurement will be the nearest square yard. Payment will be made at the contract unit price for "filter fabric," which price and payment shall constitute full compensation for furnishing all plant, labor, material, and equipment and performing all operations in connection with placing the filter fabric complete. The contract unit price for filter fabric shall include payment for securing pins, laps and seams, material, and placement of a sand cushion layer to permit increase in allowable drop height of stone and all costs incidental thereto.

PART 2 - MATERIALS

A. Manufacturers

Products - Riprap				
Manufacturer/Supplier	Product	Catalog No.	AOS	Woven/ Non
Carthage Mills 1821 Summit Road Cincinnati, OH 45327	Poly-Filter X		70	Woven
Bradley Materials	Filterweave	70-100	70/100	Woven
Bradley Materials	Filterweave	40-80	40-80	Woven
Bradley Materials	Filterweave	40	40	Woven
Bradley Materials	Filterweave	50	50	Woven
Bradley Materials	Filterweave	50	50	Woven

B. Filter Fabric

1. Filter fabric shall be a pervious sheet of woven or nonwoven plastic yarn. The filter fabric shall provide an apparent opening size (AOS) per ASTM D4751-04.
2. The plastic yarn shall meet the physical requirements specified in AASHTO M288.
3. Geotextiles shall meet the properties specified in AASHTO M288 as follows:

Service	Requirements
Subsurface drainage	Table 2
Stabilization	Table 4
Permanent erosion control	Table 5
Temporary silt fence	Table 6
Paving fabric	Table 7

4. Minimum physical requirements for drainage geotextile:

Table 1			
Minimum Physical Requirements for Drainage Geotextile			
Property	Units	Acceptable Values	Specification
Grab Strength	Pounds	Class 2	AASHTO M288, Table 1
Seam Strength	Pounds	Class 2	AASHTO M288, Table 1
Puncture	Pounds	55	ASTM D4833
Trapezoid Tear	Pounds	55	ASTM D4533
Apparent Opening Size	U.S. Sieve	No. 40	ASTM D4751
Permittivity	Sec -1	0.5	ASTM D4491
Ultraviolet Degradation	Percent	50 at 500 hours	ASTM D4355

Filter fabric shall not act as a wicking agent.

C. Securing Pins

Securing pins shall be 3/16-inch-diameter steel, pointed at one end, and fabricated with a head to retain a steel washer having an outside diameter of no less than 1.5 inches. The lengths of the pins shall be no less than 12 inches.

PART 3 - EXECUTION

A. Shipment, Storage, and Handling

1. Protect the fabric from direct sunlight, ultraviolet rays, temperatures greater than 140°F, mud, dirt, dust, and debris at all times during shipment and storage. To the extent possible, wrap the fabric in a heavy-duty protective covering.
2. Store fabric on clean, dry surfaces, free of foreign substances such as grease, oil, paint, epoxy, cement, or any other substances which would have a deleterious effect on the fabric. When stored in outside areas, keep fabric 1 foot minimum above ground level. Keep the fabric in its protective covering until it is ready for installation. Cover opened rolls by a waterproof cover. Do not use hooks, tongs, or other sharp tools or instruments when handling fabric. Fabric may be unloaded or handled in one of the following ways:

- a. By placing slings under the rolls.
- b. By using a pole inserted through a hollow core, provided the pole extends 1 foot minimum beyond each end of the core and lifting and handling devices are attached to only that portion of the pole located outside the ends of the core.
- c. By hand.

B. Protection During Installation

Protect the geotextile during installation from clogging, tears, and other damage. Provide ballast (e.g., sand bags) to prevent uplift by wind. Do not leave the geotextile uncovered for more than 2 days after installation.

C. Subgrade Preparation

Prepare the surface to receive fabric to a smooth condition free of sharp objects, obstructions, depressions, debris, and soft or low-density pockets of material.

D. Placement of Geotextile in Channels, Shorelines, Trenches

1. Install in accordance with AASHTO M288, Appendices A1 and A3 except as modified below.
2. Place filter fabric in the manner and at the locations shown in the drawings. Do not use fabric with defects, rips, holes, flaws, deterioration, or damage of any nature.
3. Handle and place filter fabric in accordance with the manufacturer's recommendations. Stretch, align, and place the fabric in a wrinkle-free manner.
4. Place fabric with the long dimension perpendicular to the shoreline and lay smooth and free of tension, stress, folds, wrinkles, or creases. Place the strips to provide a minimum width of 24 inches of overlap for each joint.
5. Insert securing pins with washers through both strips of overlapped fabric at not greater than 2-foot intervals along a line through the midpoint of the overlap.

6. Install additional pins regardless of location to prevent any slippage of the filter fabric. Place the fabric so that the upper strip of fabric will overlap the next lower strip. Push each securing pin through the fabric until the washer bears against the fabric and secures it firmly to the foundation.

E. Covering With Filter Rock

1. Schedule the work so that the covering of the fabric with the planned thickness of the specified material is accomplished within 30 days after placement of the fabric. Failure to comply shall require replacement of fabric.
2. Protect the filter fabric from damage due to the placement of riprap or other materials by limiting the height of drop of the material and by placing a 8-cushioning layer of sand on top of the fabric before dumping the material. Before placement of riprap, the Contractor shall demonstrate that the placement technique will prevent damage to the fabric.

F. Installation of Geotextile for Paving

Install in accordance with AASHTO M288, Appendices A1 & A6.

G. Repairing Damaged Fabric

1. Protect the fabric at all times during construction from contamination by surface runoff. Remove and replace fabric so contaminated with uncontaminated fabric. Repair any damage to the fabric during its installation or during placement of bedding materials by the Contractor at his expense.
2. Repair fabric damaged during placing, in other than underdrain piping service, by placing a piece of fabric large enough to cover the torn or punctured area, meet the overlap requirement, and extend a minimum of 12 inches beyond the edge of the damaged area. Repair damaged sections of fabric used in underdrain piping by cutting out the damaged section over the full width of the spiral section and stitching a new fabric section in place for a minimum length of 18 inches.
3. Damage to the fabric resulting from the Contractor's vehicles, equipment, or operations shall be repaired by the Contractor at his expense.

4. Maintain a minimum of 6 inches of material between the fabric and Contractor's equipment, during spreading and compaction of the bedding material. Where embankment material is to be placed on the filter fabric, maintain a minimum of 18 inches of embankment material between the fabric and the Contractor's equipment. Do not operate or drive equipment or vehicles directly on the filter fabric.
- 5.

END OF SECTION

**GEOTECHNICAL ENGINEERING
SERVICES REPORT**

For the

**SHORE DRIVE
CANAL DREDGING SITE
MANATEE COUNTY, FLORIDA**

Prepared for

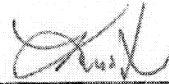
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PSI Project No. 787-65220

September 1, 2006



Kevin D. Hon
Project Geologist



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TABLE OF CONTENTS

1.0 PROJECT INFORMATION.....1
1.1 PROJECT AUTHORIZATION.....1
1.2 PROJECT DESCRIPTION.....1
1.3 PURPOSE AND SCOPE OF WORK.....1

2.0 SITE AND SUBSURFACE CONDITIONS.....2
2.1 SITE LOCATION AND DESCRIPTION.....2
2.2 MANATEE COUNTY SOIL SURVEY.....2
2.3 SUBSURFACE CONDITIONS.....2
2.4 GROUNDWATER INFORMATION.....3

3.0 EVALUATION AND RECOMMENDATIONS.....3

4.0 REPORT LIMITATIONS.....4

LIST OF SHEETS

BORING LOCATION PLAN..... SHEET 1
SOIL PROFILES..... SHEET 1



Boyle Engineering Corporation
Shore drive
PSI Project No. 787-65220

1.0 PROJECT INFORMATION

1.1 PROJECT AUTHORIZATION

Authorization to proceed with this project was provided by Mr. R.J. Ezazi in the form of written agreement to PSI's proposal. This study was conducted in accordance with our proposal for these services dated August 18, 2006, PSI Proposal No. 787-6G0283.

1.2 PROJECT DESCRIPTION

The project is located at the Shore Drive boat ramp in Manatee County, Florida. We understand that the seawall at this location may be replaced and a geotechnical evaluation of the soils for seawall design parameters is desired.

If any of this project description information is incorrect, or if project plans change significantly, please contact PSI so that we may determine if changes in the recommendations are required.

1.3 PURPOSE AND SCOPE OF WORK

The purpose of this study was to obtain information on the general subsurface conditions at the proposed project site. The subsurface materials encountered were then evaluated with respect to the available project characteristics. In this regard, engineering assessments of the following items have been formulated:

- A discussion of subsurface conditions encountered including pertinent soil properties
- Identification of groundwater levels and an estimation of seasonal high groundwater levels at the boring locations.
- Provide geotechnical parameters for seawall design.

The following services have been provided in order to achieve the preceding objectives:

1. Executed a program of subsurface exploration consisting of subsurface sampling and field testing. We performed two (2) Standard Penetration Test (SPT) borings to a depth of 20 feet below the existing ground surface adjacent to the seawall. One on each side of the existing boat ramp. Soil samples were collected and Standard Penetration Test resistances were measured virtually continuously for the upper 10 feet and on intervals of 5 feet thereafter.
2. Visually classified representative soil samples in the laboratory using the Unified Soil Classification System (USCS). Identified soil conditions and formed an opinion of the soil stratigraphy at the boring locations.



- 3 The results of the exploration have been used in the engineering analysis and the formulation of recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, are presented in this written report supervised by a professional engineer.

The scope of our services did not include an environmental assessment for determining the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, groundwater, or air, on or below or around this site. Any statements in this report or on the boring logs regarding odors, colors, unusual or suspicious items or conditions are strictly for the information of our client.

2.0 SITE AND SUBSURFACE CONDITIONS

2.1 SITE LOCATION AND DESCRIPTION

The site is located in Section 18, Range 18 East, Township 34 South in Manatee County, Florida. Specifically, it is located on Shore Drive to the south of the intersection with Highland Shores Drive in Ellenton, Florida. The USGS topographic map titled "Palmetto, Florida" indicates the natural ground surface at the site is at approximate elevation of +0 to +5 feet, based on the National Geodetic Vertical Datum (NGVD) of 1929.

2.2 MANATEE COUNTY SOIL SURVEY

The "Soil Survey of Manatee County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS) was reviewed for general near surface soil information. This information indicates that the primary mapping unit in the vicinity of the project site is Wabasso fine sand (48). This complex is nearly level, poorly drained soil in areas of broad flatwoods. Slopes are less than 2 percent. Typically, the surface layer is very dark gray fine sand about 7 inches thick. The subsurface layer is gray fine sand about 14 inches thick. The subsoil is fine sand coated with organic material to a depth of about 28 inches. In the upper 4 inches it is black, and in the lower 3 inches it is dark reddish brown. The next layer, to a depth of 37 inches, is brown fine sand. Below that, to a depth of 65 inches, there is a grayish brown to gray loamy material. The substratum to a depth of 80 inches or more is sand and many shell fragments.

2.3 SUBSURFACE CONDITIONS

The subsurface conditions were explored using two (2) Standard Penetration Test (SPT) borings drilled to a depth of 20 feet below the existing ground surface adjacent to the existing seawall. The boring locations were selected by PSI, and were located in the field by PSI personnel measuring distances from existing site features. The approximate boring locations are presented on Sheet 1.



The SPT borings were advanced utilizing rotary mud drilling methods and soil samples were routinely obtained at selected intervals during the drilling process. Drilling and sampling techniques were accomplished in general accordance with ASTM standards.

Soil samples were returned to our laboratory for visual classification. Classifications were performed in general accordance with the Unified Soil Classification System (USCS).

The description presented below is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The soil profiles included on Sheet 1 should be reviewed for specific information at the boring locations. The profile includes soil description, stratifications, penetration resistance and laboratory classification of soils. The stratifications shown on the boring profiles represent the conditions only at the actual boring location. The stratification represents the approximate boundary between subsurface materials and the actual transition may be gradual.

Clayey sand to sandy clay (Unified Classification SC/CH) was found to a depth ranging from approximately 4 to 6 feet below the ground surface. Lean to fat sandy clay to clay (CL/CH) was encountered to the terminal depth of the borings.

In general, the SPT borings performed encountered the following strata:

Stratum	Soil Description	USCS Classification
1	Clayey sand to sandy clay	(SC/CH)
2	Lean to fat sandy clay	(CL/CH)

2.4 GROUNDWATER INFORMATION

Groundwater was located in the boring locations at the time of exploration at 3 feet below the ground surface. It should be noted that groundwater levels will be affected by man-made influences and tidal levels.

3.0 EVALUATION AND RECOMMENDATIONS

PSI has provided parameters which can be used to design the seawall for this site. These are included in the Appendix of this report.

Preliminary design recommendations have been developed based on the previously described project characteristics and subsurface conditions encountered. If there are any changes in these project criteria, including project location on the site, a review must be made by PSI to determine if any modifications in the recommendations will be required. The findings of such a review should be presented in a supplemental report.



4.0 REPORT LIMITATIONS

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

The State of Florida is underlain by a soluble limestone formation. This limestone can dissolve, resulting in subsidence of overlying soils and the formation of sinkholes at the ground surface. PSI's geotechnical study did not include an evaluation of the relative potential for sinkhole development at this site.

The recommendations submitted are based on the available subsurface information obtained by PSI and design details furnished by the Boyle Engineering Corporation for the proposed project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, PSI should be notified immediately to determine if changes in the recommendations are required. If PSI is not retained to perform these functions, PSI will not be responsible for the impact of those conditions on the geotechnical recommendations for the project.





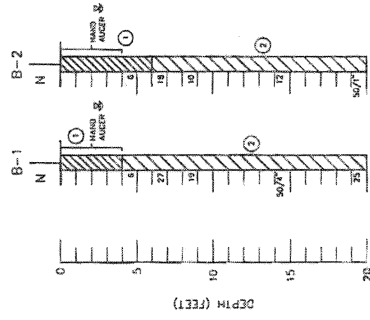
BORING LOCATION PLAN

NOT TO SCALE

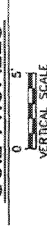


LEGEND

- ① Dark greenish gray to dark brown clayey SAND to sandy CLAY (SC/CH)
- ② Light greenish gray to greenish gray silt to silty sandy CLAY to CLAY (CL/CH)
- ③ Unified Soil Classification System (ASTM D 2487) SC/CH group symbol as determined by visual review
- ⊕ Approximate SPT boring location
- N SPT N-value in blows/foot
- ⊗ Groundwater level, September 2006
- 50'± Fifty blows for six inches



SOIL PROFILES



DATE	AN
DESIGN	KDH
APPROVED	MDL
SHEET	NOTED

GEOTECHNICAL SERVICES
SHORE DRIVE
 MANATEE COUNTY, FLORIDA
 15 YEARS OF
 To Build On
 Manatee County, Florida
 DATE: SEP 06 PROJECT: 787-65220 SHEET: 1

PROJECT: SHORE DRIVE PROJECT NO.: 787-65220

CLIENT: BOYLE ENGINEERING CORPORATION DATE: September 1, 2006

BORING NUMBER	DEPTH (FEET)	SPT "N" AVERAGE	SOIL CLASSIFICATION	SOIL PARAMETERS		SOIL ANGLE OF FRICTION (DEGREES)	COHESION (PSF)	EARTH PRESSURE COEFFICIENT	
				γ SAT	γ SUBMERGED			ACTIVE	PASSIVE
B-1	0-4	6	SC/CH	115.0	52.6	0	750	1.00	1.00
	4-20	25	CL/CH	125.0	62.6	0	3000	1.00	1.00
B-2	0-6	6	SC/CH	115.0	52.6	0	750	1.00	1.00
	6-20	23	CL/CH	123.0	62.6	0	3000	1.00	1.00





Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

Manatee County BOCC
c/o Charlie Hunsicker, Director
Conservation Land management Department
415 10th Street West
Bradenton, FL 34205

DEC 16 2008

RECEIVED

DEC 18 2008

MANATEE COUNTY
NATURAL RESOURCES DEPT

File No.: 41-0293084-002, Manatee County

Dear Mr. Hunsicker:

I thank you for your request to the Department for authorization to repair and replace 210 linear feet of seawall within 18 inches of the existing seawall within the landward extent of a canal contiguous to the Manatee River, a Class III Florida Waterbody. The project site is located at 353 Shore Drive, Ellenton, Section 18, Township 34 South, Range 18East, in Manatee County.

This type of activity requires a regulatory authorization for construction and operation of the project pursuant to Part IV, Chapter 373, Florida Statutes (F.S.), unless otherwise exempt by statute or rule, proprietary authorization to use state-owned submerged lands Chapters 253 and 258 F.S., and federal authorization for works in waters of the United States through the State Programmatic General Permit (SPGP) program. Your request has been reviewed for all three authorizations. The authorizations you have been granted are listed below. Please read each section carefully. Your project may not have qualified for all three authorizations. If your project did not qualify for one or more of the authorizations, that specific section will advise you how to obtain it. You may NOT commence your project without all three authorizations. If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

REGULATORY REVIEW - APPROVED

Pursuant to Part IV, Chapter 373, F.S., and based upon the forms, drawings, and documents submitted on November 24, 2008, the proposed project appears to qualify as an activity which is exempt from the need for a Department Environmental Resource regulatory permit under 40D-4.051(8)(i), Florida Administrative Code (F.A.C.). A copy of the applicable language for this exemption is attached. This determination is based solely on the information provided to the Department and the statutes and rules in effect when the application was submitted and is effective only for the specific activity proposed. This determination shall automatically expire if site conditions materially change or the governing statutes or rules are amended. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required. In any event, this determination shall expire after one year.

This determination that your activity qualifies for an exemption does not relieve you from the need to comply with all applicable water quality standards during the construction and operation of the facility. Activities conducted under this exemption must be constructed and operated using appropriate best management practices and in a manner which does not cause water quality violations, pursuant to Rule 62-302, F. A. C.

The determination that your project qualifies as an exempt activity pursuant to Rule 40D-4.051(8)(i), F.A.C. may be revoked if the installation is substantially modified, if the basis for the exemption is determined to be materially incorrect, or if the installation results in water quality violations. Any changes made in the construction plans or location of the project may necessitate a permit or certification from the Department. Therefore, you are advised to contact the Department before beginning the project and before beginning any work in waters or wetlands, which is not specifically described in your submittal.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance to operating agreements executed between the Department and the Water Management Districts, as referenced in Chapter 62-113, F.A.C.

PROPRIETARY REVIEW – APPROVED

Please be advised that no authorization to use submerged lands is required at this time; however, this requirement may change at a later date if a title determination reveals that the project occurs over state-owned submerged lands.

Authority for review - Chapter 253 and Chapter 258, F. S., and Chapter 18-21, F.A.C. and Chapter 18-20, F.A.C. if located in an aquatic preserve, and Section 62-343.075, F.A.C. as required.

SPGP REVIEW – APPROVED

Your project has been reviewed for compliance with a State Programmatic General Permit (SPGP). Your proposed activity, as outlined on the attached drawings, is in compliance with the SPGP program. USACOE's specific conditions apply to your project, if attached. No further permitting for this activity is required by the USACOE. The authority granted under this SPGP expires July 24, 2011. Your project must be completed prior to this expiration date.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Please see the copies of the exemption attached to this letter and note that all specific conditions in the rule must be met in order to qualify for this exemption. If you have any questions, please contact Allyson Minick at (813) 632-7600 extension 430. When referring to this project, please use the file number listed above.

Sincerely,



Allyson Minick
Environmental Specialist II
Environmental Resource Management

Enclosures:

- Chapter 40D-4.051(8)(i)
- Notice of Rights of Substantially Affected Persons
- General Consent Conditions for Use of Sovereignty Submerged Lands
- General Conditions for Federal Authorization for SPGP IV-R1
- Standard Manatee Construction Conditions
- Attachment "A" For Discretionary Publication

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this exemption, including all copies, was mailed before the close of business on 12/16/08 to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Robinson 12/16/08
Clerk Date

Chapter 40D-4.051(8)(i), F.A.C.

In accordance with the provisions of Section 403.813(2), F.S., no permit shall be required under Chapters 40D-4, 40D-40 or 40D-400, Florida Administrative Code for the following activities:

(i) The restoration of a seawall or riprap at its previous location, upland of its previous location, or within 18 inches waterward of its previous location, as measured from the face of the existing seawall slab to the face of restored seawall slab or from the front slope of the existing riprap to the front slope of the restored riprap. No filling can be performed except in the actual restoration of the seawall or riprap. No construction shall be undertaken without necessary title or leasehold interest, especially where private and public ownership boundaries have changed as a result of natural occurrences such as accretion, reliction and natural erosion. This exemption shall be limited to functioning seawalls or riprap. This exemption shall not affect the permitting requirements of Chapter 161, F.S.

RIGHTS OF AFFECTED PARTIES

This letter acknowledges that the proposed activity is exempt from Environmental Resource Permitting requirements under Chapter 403.813(1)(e), F.S., and Chapter 40D-4.051(8)(i), F.A.C. This determination is final and effective on the date filed with the Clerk of the Department unless a sufficient petition for an administrative hearing is timely filed under sections 120.569 and 120.57 of the Florida Statutes as provided below. If a sufficient petition for an administrative hearing is timely filed, this determination automatically becomes only proposed agency action subject to the result of the administrative review process. Therefore, on the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. The procedures for petitioning for a hearing are set forth in the attached notice.

This determination is based on the information you provided the Department and the statutes and rules in effect when the application was submitted and is effective only for the specific activity proposed. This determination shall automatically expire if site conditions materially change or the governing statutes or rules are amended. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required. In any event, this determination shall expire after one year.

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of exemption have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this exemption. Because the administrative hearing process is designed to re-determine final agency action on the application, the filing of a petition for an administrative hearing may result in a final determination that the proposed activity is not authorized under the exemption established under Chapter 403.813(1)(e), F.S., and Chapter 40D-4.051(8)(i) F.A.C.

The Department will not publish notice of this determination. Publication of this notice by you is optional and is not required for you to proceed. However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permit.

If you wish to limit the time within which all substantially affected persons may request an administrative hearing, you may elect to publish, at your own expense, the enclosed notice (Attachment A) in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place. A single publication will suffice.

If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide such person(s), by certified mail, a copy of this determination, including Attachment A. For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address proof of publication issued by the newspaper as provided in section 50.051 of the Florida Statutes. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice.

SUBMERGED LANDS AND ENVIRONMENTAL RESOURCES PROGRAM
GENERAL CONSENT CONDITIONS FOR USE OF SOVEREIGNTY SUBMERGED LANDS

Chapter 18-21.004(7), F.A.C., provides that all authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for aquaculture activities and geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or Chapter 258, Part II, F.S.

Chapter 18-21.004(7), F.A.C., General Conditions for Authorizations:

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

(h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

[NOTE: These conditions were adopted in rule March 8, 2004, and replace the previous General Consent Conditions.]

(3/08/2004)

GENERAL CONDITIONS FOR FEDERAL AUTHORIZATION FOR SPGP IV-R1

1. The time limit for completing the work authorized ends on July 24, 2011.
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 and mailing address of the new owner in the space provided below 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.
6. You must allow representatives 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.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on applicant's data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
4. Reevaluation of permit decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office and if you fail to comply with such directive this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. 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. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

STANDARD MANATEE CONSTRUCTION CONDITIONS

1. The permittee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for observing water-related activities for the presence of manatee(s).
2. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act of 1978. The permittee and/or contractor may be held responsible for any manatee harmed, harassed, or killed as a result of construction activities.
3. Siltation barriers shall be installed and shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be monitored regularly to avoid manatee entrapment. Barriers shall not block manatee entry to or exit from essential habitat.
4. All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in water where the draft of the vessel provides less than four feet clearance from the bottom and that vessels shall follow routes of deep water whenever possible.
5. If a manatee is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the permittee/contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet to a manatee. Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.
6. Any collision with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" at 1-888-404-FWCC (1-800-404-3922). Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for north Florida or Vero Beach (1-561-562-3909) in south Florida.
7. Temporary signs concerning manatees shall be posted prior to and during construction/dredging activities. All signs are to be removed by the lessee/grantee upon completion of the project. A sign measuring at least 3 feet by 4 feet which reads Caution: Manatee Area will be posted in a location prominently visible to water related construction crews. A second sign should be posted if vessels are associated with the construction, and should be placed visible to the vessel operator. The second sign should be at least 8 1/2 inches by 11 inches, which reads:

Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. All equipment must be shutdown if a manatee comes within 50 feet of the operation. A collision with and/or injury to a manatee shall be reported immediately to the Florida Marine Patrol at 1-888-404-FWCC (1-800-404-3922) and the U.S. Fish and Wildlife Service at (1-904-232-2580) for north Florida or (1-561-562-3909) for South Florida.
8. No permanent manatee awareness sign(s) shall be installed and maintained at the docking facility. The sign shall be three feet by four feet, 125 gauge 61TS aluminum, covered with white, engineer grade, reflective sheeting; black, painted lettering; black screened design; and orange, engineer grade, reflective tape border. The 3 feet wide by 4 feet long sign shall conform to the Florida Uniform Waterway Marking System in accordance with F.S. 327.40-1. The installation of the sign shall be made in accordance with DEP specification for such signs.
9. Verification (photos) that signs have been installed at designated locations shall be provided to the FWS and the Corps before the docking facility begins operations. Signs and pilings remain the responsibility of the owner(s) and are to be maintained for the life of the docking facility in a manner acceptable to the Corps of Engineers.

ATTACHMENT "A" FOR DISCRETIONARY PUBLICATION OF NOTICE OF DETERMINATION OF QUALIFICATION FOR AN EXEMPTION

In the Matter of an Application
for a Determination of Qualification
for an Exemption by:

Manatee County BOCC
1112 Manatee Ave. West
Bradenton, FL 34205

DEP File No.: 41-0293084-002

County: Manatee

The Department of Environmental Protection gives notice that it has received a request for authorization to repair and replace 210 linear feet of seawall, at 353 Shore Drive, Ellenton by Manatee County BOCC. The Department has determined that the project qualifies for an exemption established under 40D-4.051(8)(i), F.A.C.

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the F.S. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Mediation is not available.

If a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Intervention will be permitted only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

In accordance with rule 62-110.106(3), F.A.C., petitions for an administrative hearing must be filed within 21 days of publication of the notice or receipt of written notice, whichever occurs first. Under rule 62-110.106(4) of the F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 prior to the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. Upon motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect, the Department may also grant the requested extension of time.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that right.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (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 are or 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 that the petitioner contends require reversal or modification of the agency's proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

Manatee County BOCC/ Shore Drive

File No. 41-0293084-002

Page 9 of 10

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301, F.A.C.

Under sections 120.569(2)(c) and (d) of the Florida Statutes, a petition for administrative hearing shall be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

Complete copies of all documents relating to this determination of exemption are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, at the Department's Southwest District Office, 13051 North Telecom Parkway, Temple Terrace, FL 33637-0926.



Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

MAR 12 2009

Manatee County BOCC
c/o A.H. Ezazi, P.E.
Boyle Engineering Corporations
5971 Cattleridge Blvd., Suite 200
Sarasota, FL 34232
File No.: 41-0293084-001, Manatee County

Dear Mr. Ezazi:

Thank you for your request to the Department for authorization to perform the repair and replace an existing boat ramp and construct a new 525 square foot accessory dock, at the Highland shores boat ramp a Class III Florida Waterbody. The project site is located at 353 Shore Drive, Ellenton, Section 18, Township 34 South, Range 18 East, in Manatee County.

This type of activity requires a regulatory authorization for construction and operation of the project pursuant to Part IV, Chapter 373, Florida Statutes (F.S.), unless otherwise exempt by statute or rule, proprietary authorization to use state-owned submerged lands Chapters 253 and 258 F.S., and federal authorization for works in waters of the United States through the State Programmatic General Permit (SPGP) program. Your request has been reviewed for all three authorizations. The authorizations you have been granted are listed below. Please read each section carefully. Your project may not have qualified for all three authorizations. If your project did not qualify for one or more of the authorizations, that specific section will advise you how to obtain it. You may NOT commence your project without all three authorizations. If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

REGULATORY REVIEW - APPROVED

Pursuant to Part IV, Chapter 373, F.S., and based upon the forms, drawings, and documents submitted on November 24, 2009, and subsequent submittal February 13, 2009, the proposed project appears to qualify as an activity which is exempt from the need for a Department Environmental Resource regulatory permit under 40D-4.051(8)(e), Florida Administrative Code (F.A.C.). A copy of the applicable language for this exemption is attached. This determination is based solely on the information provided to the Department and the statutes and rules in effect when the application was submitted and is effective only for the specific activity proposed. This determination shall automatically expire if site conditions materially change or the governing statutes or rules are amended. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required. In any event, this determination shall expire after one year.

This determination that your activity qualifies for an exemption does not relieve you from the need to comply with all applicable water quality standards during the construction and operation of the facility. Activities conducted under this exemption must be constructed and operated using appropriate best management practices and in a manner which does not cause water quality violations, pursuant to Rule 62-302, F. A. C.

The determination that your project qualifies as an exempt activity pursuant to Rule 40D-4.051(8)(e), F.A.C. may be revoked if the installation is substantially modified, if the basis for the exemption is determined to be materially incorrect, or if the installation results in water quality violations. Any changes made in the construction plans or location of the project may necessitate a permit or certification from the Department. Therefore, you are advised to contact the Department before beginning the project and before beginning any work in waters or wetlands, which is not specifically described in your submittal.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance to operating agreements executed between the Department and the Water Management Districts, as referenced in Chapter 62-113, F.A.C.

PROPRIETARY REVIEW – APPROVED

Please be advised that no authorization to use submerged lands is required at this time; however, this requirement may change at a later date if a title determination reveals that the project occurs over state-owned submerged lands.

In addition, this letter is your authorization to use state-owned submerged land (if applicable) for the construction of your project, as required by Chapter 253.77, F.S., and Chapters 18-20 and 18-21, F.A.C.

Authority for review - Chapter 253 and Chapter 258, F. S., and Chapter 18-21, F.A.C. and Chapter 18-20, F.A.C. if located in an aquatic preserve, and Section 62-343.075, F.A.C. as required.

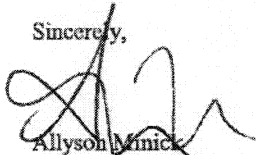
SPGP REVIEW – APPROVED

Your project has been reviewed for compliance with a State Programmatic General Permit (SPGP). Your proposed activity, as outlined on the attached drawings, is in compliance with the SPGP program. USACOE's specific conditions apply to your project, if attached. No further permitting for this activity is required by the USACOE. The authority granted under this SPGP expires July 24, 2011. Your project must be completed prior to this expiration date.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Please see the copies of the exemption attached to this letter and note that all specific conditions in the rule must be met in order to qualify for this exemption. If you have any questions, please contact Allyson Minick at (813) 632-7600 extension 430 . When referring to this project, please use the file number listed above.

Sincerely,



Allyson Minick
Environmental Specialist III
Environmental Resource Management

Enclosures:

Chapter 40D-4.051(8)(e) F.A.C.
Notice of Rights of Substantially Affected Persons
General Consent Conditions for Use of Sovereignty Submerged Lands
General Conditions for Federal Authorization for SPGP IV-R1
Standard Manatee Construction Conditions
Attachment "A" For Discretionary Publication

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this exemption, including all copies, was mailed before the close of business on 3/12/09, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

E. Robinson 3/12/09
Clerk Date

Chapter 40D-4.051(8)(e), F.A.C.

In accordance with the provisions of Section 403.813(2), F.S., no permit shall be required under Chapters 40D-4, 40D-40 or 40D-400, Florida Administrative Code for the following activities:

(c) The installation and maintenance to design specifications of boat ramps on artificial bodies of water where navigational access to the proposed ramp exists, or the installation and maintenance to design specifications of boat ramps open to the public in any wetlands or other surface waters where navigational access to the proposed ramp exists and where the construction of the proposed ramp will be less than 30 feet wide and will involve the removal of less than 25 cubic yards of material from the wetlands or other surface waters and the installation of docks with an area of 500 square feet or less over wetlands or other surface waters that are associated with and adjoining the boat ramps constructed pursuant to this exemption. All material removed shall be placed upon a self-contained upland site so as to prevent the escape of the spoil material and return water from the spoil site into the wetlands or other surface waters. For the purpose of this exemption artificial bodies of water shall include, residential canal systems, canals permitted by a District created under Section 373.069, F.S., and artificially created portions of the Florida Intracoastal Waterway.

RIGHTS OF AFFECTED PARTIES

This letter acknowledges that the proposed activity is exempt from Environmental Resource Permitting requirements under Chapter 403.813(1)(c), F.S., and Chapter 40D-4.051(8)(e), F.A.C. This determination is final and effective on the date filed with the Clerk of the Department unless a sufficient petition for an administrative hearing is timely filed under sections 120.569 and 120.57 of the Florida Statutes as provided below. If a sufficient petition for an administrative hearing is timely filed, this determination automatically becomes only proposed agency action subject to the result of the administrative review process. Therefore, on the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. The procedures for petitioning for a hearing are set forth in the attached notice.

This determination is based on the information you provided the Department and the statutes and rules in effect when the application was submitted and is effective only for the specific activity proposed. This determination shall automatically expire if site conditions materially change or the governing statutes or rules are amended. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required. In any event, this determination shall expire after one year.

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of exemption have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this exemption. Because the administrative hearing process is designed to re-determine final agency action on the application, the filing of a petition for an administrative hearing may result in a final determination that the proposed activity is not authorized under the exemption established under Chapter 403.813(1)(c), F.S., and Chapter 40D-4.051(8)(e) F.A.C.

The Department will not publish notice of this determination. Publication of this notice by you is optional and is not required for you to proceed. However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permit.

If you wish to limit the time within which all substantially affected persons may request an administrative hearing, you may elect to publish, at your own expense, the enclosed notice (Attachment A) in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place. A single publication will suffice.

If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide such person(s), by certified mail, a copy of this determination, including Attachment A. For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address proof of publication issued by the newspaper as provided in section 50.051 of the Florida Statutes. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice.

SUBMERGED LANDS AND ENVIRONMENTAL RESOURCES PROGRAM
GENERAL CONSENT CONDITIONS FOR USE OF SOVEREIGNTY SUBMERGED LANDS

Chapter 18-21.004(7), F.A.C., provides that all authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for aquaculture activities and geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or Chapter 258, Part II, F.S.

Chapter 18-21.004(7), F.A.C., General Conditions for Authorizations:

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

[NOTE: These conditions were adopted in rule March 8, 2004, and replace the previous General Consent Conditions.]

(3/08/2004)

GENERAL CONDITIONS FOR FEDERAL AUTHORIZATION FOR SPGP IV-R1

1. The time limit for completing the work authorized ends on July 24, 2011.
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 and mailing address of the new owner in the space provided below 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.
6. You must allow representatives 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.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on applicant's data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
4. Reevaluation of permit decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office and if you fail to comply with such directive this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. 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. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

STANDARD MANATEE CONSTRUCTION CONDITIONS

1. The permittee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for observing water-related activities for the presence of manatee(s).
2. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act of 1978. The permittee and/or contractor may be held responsible for any manatee harmed, harassed, or killed as a result of construction activities.
3. Siltation barriers shall be installed and shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be monitored regularly to avoid manatee entrapment. Barriers shall not block manatee entry to or exit from essential habitat.
4. All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in water where the draft of the vessel provides less than four feet clearance from the bottom and that vessels shall follow routes of deep water whenever possible.
5. If a manatee is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the permittee/contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet to a manatee. Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.
6. Any collision with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" at 1-888-404-FWCC (1-800-404-3922). Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for north Florida or Vero Beach (1-561-562-3909) in south Florida.
7. Temporary signs concerning manatees shall be posted prior to and during construction/dredging activities. All signs are to be removed by the lessee/grantee upon completion of the project. A sign measuring at least 3 feet by 4 feet which reads Caution: Manatee Area will be posted in a location prominently visible to water related construction crews. A second sign should be posted if vessels are associated with the construction, and should be placed visible to the vessel operator. The second sign should be at least 8 1/2 inches by 11 inches, which reads:

Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. All equipment must be shutdown if a manatee comes within 50 feet of the operation. A collision with and/or injury to a manatee shall be reported immediately to the Florida Marine Patrol at 1-888-404-FWCC (1-800-404-3922) and the U.S. Fish and Wildlife Service at (1-904-232-2580) for north Florida or (1-561-562-3909) for South Florida.
8. No permanent manatee awareness sign(s) shall be installed and maintained at the docking facility. The sign shall be three feet by four feet, 125 gauge 61TS aluminum, covered with white, engineer grade, reflective sheeting; black, painted lettering; black screened design; and orange, engineer grade, reflective tape border. The 3 feet wide by 4 feet long sign shall conform to the Florida Uniform Waterway Marking System in accordance with F.S. 327.40-1. The installation of the sign shall be made in accordance with DEP specification for such signs.
9. Verification (photos) that signs have been installed at designated locations shall be provided to the FWS and the Corps before the docking facility begins operations. Signs and pilings remain the responsibility of the owner(s) and are to be maintained for the life of the docking facility in a manner acceptable to the Corps of Engineers.

ATTACHMENT "A" FOR DISCRETIONARY PUBLICATION OF NOTICE OF DETERMINATION OF QUALIFICATION FOR AN EXEMPTION

In the Matter of an Application
for a Determination of Qualification
for an Exemption by:

Manatee County BOCC
c/o Charlie Hunsicker
415 10th Street West
Bradenton, FL 34205

DEP File No.: «file_number»

County: Manatee

The Department of Environmental Protection gives notice that it has received a request for authorization to perform the repair and replace an existing boat ramp and construct a new 525 square foot accessory dock, at the Highland shores boat ramp a Class III Florida Waterbody. The project site is located at 353 Shore Drive, Ellenton, Section 18, Township 34 South, Range 18 East, in Manatee County, by Manatee County BOCC. The Department has determined that the project qualifies for an exemption established under 40D-4.051(8) (e), F.A.C.

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the F.S. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Mediation is not available.

If a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Intervention will be permitted only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

In accordance with rule 62-110.106(3), F.A.C., petitions for an administrative hearing must be filed within 21 days of publication of the notice or receipt of written notice, whichever occurs first. Under rule 62-110.106(4) of the F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 prior to the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. Upon motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect, the Department may also grant the requested extension of time.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that right.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (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 are or 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 that the petitioner contends require reversal or modification of the agency's proposed action; and

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

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301, F.A.C.

Under sections 120.569(2) (c) and (d) of the Florida Statutes, a petition for administrative hearing shall be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

Complete copies of all documents relating to this determination of exemption are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, at the Department's Southwest District Office, 13051 North Telecom Parkway, Temple Terrace, FL 33637-0926.



Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

JUN 12 2009

Manatee County Board of County Commissioners
c/o A.H. Ezazi, P.E.
Boyle Engineering Corporation
5971 Cattleridge Boulevard, Suite 200
Sarasota, FL 34232

File No.: 41-0293084-00# Manatee County
Applicant: Manatee County Board of County Commissioners

Dear Mr. Ezazi:

Thank you for your request to the Department for authorization to maintenance dredge 4,365 square feet removing approximately 375 cubic yards of material, within the landward extent of the Manatee River, a Class III Florida Waterbody. The project is located at 353 Shore Drive, Ellenton, Section 18, Township 34 South, Range 18 East, Manatee County. **This authorization is to perform the maintenance dredging, only. Please be advised that disposal or dewatering of dredged material at an upland location may require a separate permit.**

This type of activity requires a regulatory authorization for construction and operation of the project pursuant to Part IV, Chapter 373, Florida Statutes (F.S.), unless otherwise exempt by statute or rule, proprietary authorization to use state-owned submerged lands Chapters 253 and 258 F.S., and federal authorization for works in waters of the United States through the State Programmatic General Permit (SPGP) program. Your request has been reviewed for all three authorizations. The authorizations you have been granted are listed below. Please read each section carefully. Your project may not have qualified for all three authorizations. If your project did not qualify for one or more of the authorizations, that specific section will advise you how to obtain it. You may NOT commence your project without all three authorizations. If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

REGULATORY REVIEW - APPROVED

Pursuant to Part IV, Chapter 373, F.S., and based upon the forms, drawings, and documents submitted on May 14, 2009, the proposed project appears to qualify as an activity which is exempt from the need for a Department Environmental Resource regulatory permit under 40D-4.051(8)(d), Florida Administrative Code (F.A.C.). A copy of the applicable language for this exemption is attached. This determination is based solely on the information provided to the Department and the statutes and rules in effect when the application was submitted and is effective only for the specific activity proposed. This determination shall automatically expire if site conditions materially change or the governing statutes or rules are amended. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required. In any event, this determination shall expire after one year.

This determination that your activity qualifies for an exemption does not relieve you from the need to comply with all applicable water quality standards during the construction and operation of the facility. Activities conducted under this

exemption must be constructed and operated using appropriate best management practices and in a manner which does not cause water quality violations, pursuant to Rule 62-302, F. A. C.

The determination that your project qualifies as an exempt activity pursuant to Rule 40D-4.051(8)(f), F.A.C. may be revoked if the installation is substantially modified, if the basis for the exemption is determined to be materially incorrect, or if the installation results in water quality violations. Any changes made in the construction plans or location of the project may necessitate a permit or certification from the Department. Therefore, you are advised to contact the Department before beginning the project and before beginning any work in waters or wetlands, which is not specifically described in your submittal.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance to operating agreements executed between the Department and the Water Management Districts, as referenced in Chapter 62-113, F.A.C.

PROPRIETARY REVIEW – NOT APPROVED

A review of the location of your proposed project indicates that it is on state-owned submerged lands. Therefore, your project is being recommended for approval for an authorization to use sovereignty submerged lands. Prior to authorization, you must remit payment (check or money order only, please) in the amount of \$843.75 (375 cubic yards at \$2.25 per cubic yard) to the Department of Environmental Protection, Post Office Box 3070, Tallahassee, Florida 32399-3070, Attn: Cashier, Division of State Lands. Please ensure that the file number and object code are included on the face of the check. (The invoice to send with payment is attached to this determination.) **DO NOT SEND YOUR PAYMENT TO THIS OFFICE.**

Please note that a waiver of the severed dredge material payment may be requested and approved when the materials are being placed on public property and used for public purposes. Please be advised that the documentation provided by the applicant did not clearly state that the dredge material will be used as cover material.

Authority for review - Chapter 253 and Chapter 258, F. S., and Chapter 18-21, F.A.C. and Chapter 18-20, F.A.C. if located in an aquatic preserve, and Section 62-343.075, F.A.C. as required.

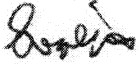
SPGP REVIEW – APPROVED

Your project has been reviewed for compliance with a State Programmatic General Permit (SPGP). Your proposed activity, as outlined on the attached drawings, is in compliance with the SPGP program. USACOE's specific conditions apply to your project, if attached. No further permitting for this activity is required by the USACOE. The authority granted under this SPGP expires July 24, 2011. Your project must be completed prior to this expiration date.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Please see the copies of the exemption attached to this letter and note that all specific conditions in the rule must be met in order to qualify for this exemption. If you have any questions, please contact Greg Nieboer at (813) 632-7600 extension 360. When referring to this project, please use the file number listed above.

Sincerely,



Greg Nieboer
Environmental Specialist II
Environmental Resource Management



Albert A. Gagne Jr.
Environmental Manager
Environmental Resource Management

Enclosures:

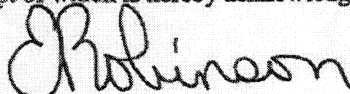
Chapter 40D-4.051(8)(d)
Notice of Rights of Substantially Affected Persons
General Conditions for Federal Authorization for SPGP IV-R1
Standard Manatee Construction Conditions
Attachment "A" For Discretionary Publication

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this exemption, including all copies, was mailed before the close of business on 6/12/09, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

 6/12/09
Clerk Date

Chapter 40D-4.051(8)(d), F.A.C.

In accordance with the provisions of Section 403.813(2), F.S., no permit shall be required under Chapters 40D-4, 40D-40 or 40D-400, Florida Administrative Code for the following activities:

(d) The performance of maintenance dredging of existing manmade canals, channels, basins, berths, intake and discharge structures, and previously dredged portions of natural water bodies within drainage rights-of-way or drainage easements which have been recorded in the public records of the county, where the spoil material is to be removed and deposited on a self-contained, upland spoil site which will prevent the escape of the spoil material into waters of the state, provided that no more dredging is performed than is necessary to restore the canals, channels, basins, berths, and intake and discharge structures, and previously dredged portions of natural water bodies, to original design specifications, provided that the work is conducted in compliance with Section 370.12(2)(d), F.S., provided that no significant impacts occur to previously undisturbed natural areas, and provided that control devices for return flow and best management practices of erosion and sediment control are utilized to prevent bank erosion and scouring and to prevent turbidity, dredged material, and toxic or deleterious substances from discharging into adjacent waters during maintenance dredging. Further, for maintenance dredging of previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements, an entity that seeks an exemption must notify the department or water management district, as applicable, at least 30 days prior to dredging and provide documentation of original design specifications or configurations where such exist. This exemption shall apply to all canals and previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements constructed before April 3, 1970, and to those canals and previously dredged portions of natural water bodies constructed on or after April 3, 1970, pursuant to all necessary state permits. This exemption shall not apply to the removal of a natural or manmade barrier separating a canal or canal system from adjacent wetlands or other surface waters. Where no previous permit has been issued by the Board of Trustees of the Internal Improvement Trust Fund, the Department, the District or the United States Army Corps of Engineers for construction or maintenance dredging of the existing manmade canal, channel, basin, berth or intake or discharge structure, such maintenance dredging shall be limited to a depth of no more than 5 feet below mean low water.

RIGHTS OF AFFECTED PARTIES

This letter acknowledges that the proposed activity is exempt from Environmental Resource Permitting requirements under Chapter 403.813(1)(f), F.S., and Chapter 40D-4.051(8)(d), F.A.C. This determination is final and effective on the date filed with the Clerk of the Department unless a sufficient petition for an administrative hearing is timely filed under sections 120.569 and 120.57 of the Florida Statutes as provided below. If a sufficient petition for an administrative hearing is timely filed, this determination automatically becomes only proposed agency action subject to the result of the administrative review process. Therefore, on the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. The procedures for petitioning for a hearing are set forth in the attached notice.

This determination is based on the information you provided the Department and the statutes and rules in effect when the application was submitted and is effective only for the specific activity proposed. This determination shall automatically expire if site conditions materially change or the governing statutes or rules are amended. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required. In any event, this determination shall expire after one year.

Be advised that your neighbors and other parties who may be substantially affected by the proposed activity allowed under this determination of exemption have a right to request an administrative hearing on the Department's decision that the proposed activity qualifies for this exemption. Because the administrative hearing process is designed to re-determine final agency action on the application, the filing of a petition for an administrative hearing may result in a final determination that the proposed activity is not authorized under the exemption established under Chapter 403.813(1)(f), F.S., and Chapter 40D-4.051(8)(d) F.A.C.

The Department will not publish notice of this determination. Publication of this notice by you is optional and is not required for you to proceed. However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permit.

If you wish to limit the time within which all substantially affected persons may request an administrative hearing, you may elect to publish, at your own expense, the enclosed notice (Attachment A) in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place. A single publication will suffice.

If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide such person(s), by certified mail, a copy of this determination, including Attachment A. For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of sections 50.011 and 50.031 of the Florida Statutes. In the event you do publish this notice, within seven days of publication, you must provide to the following address proof of publication issued by the newspaper as provided in section 50.051 of the Florida Statutes. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice.

GENERAL CONDITIONS FOR FEDERAL AUTHORIZATION FOR SPGP IV-R1

1. The time limit for completing the work authorized ends on July 24, 2011.
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 and mailing address of the new owner in the space provided below 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.
6. You must allow representatives 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.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or Construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reliance on applicant's data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

4. Reevaluation of permit decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office and if you fail to comply with such directive this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. 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. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

STANDARD MANATEE CONSTRUCTION CONDITIONS

1. The permittee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for observing water-related activities for the presence of manatee(s).
2. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act of 1978. The permittee and/or contractor may be held responsible for any manatee harmed, harassed, or killed as a result of construction activities.
3. Siltation barriers shall be installed and shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be monitored regularly to avoid manatee entrapment. Barriers shall not block manatee entry to or exit from essential habitat.
4. All vessels associated with the project shall operate at "no wake/idle" speeds at all times while in water where the draft of the vessel provides less than four feet clearance from the bottom and that vessels shall follow routes of deep water whenever possible.
5. If a manatee is sighted within 100 yards of the project area, all appropriate precautions shall be implemented by the permittee/contractor to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet to a manatee. Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.
6. Any collision with and/or injury to a manatee shall be reported immediately to the "Manatee Hotline" at 1-888-404-FWCC (1-800-404-3922). Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for north Florida or Vero Beach (1-561-562-3909) in south Florida.
7. Temporary signs concerning manatees shall be posted prior to and during construction/dredging activities. All signs are to be removed by the lessee/grantee upon completion of the project. A sign measuring at least 3 feet by 4 feet which reads Caution: Manatee Area will be posted in a location prominently visible to water related construction crews. A second sign should be posted if vessels are associated with the construction, and should be placed visible to the vessel operator. The second sign should be at least 8 1/2 inches by 11 inches, which reads:

Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. All equipment must be shutdown if a manatee comes within 50 feet of the operation. A collision with and/or injury to a manatee shall be reported immediately to the Florida Marine Patrol at 1-888-404-FWCC (1-800-404-3922) and the U.S. Fish and Wildlife Service at (1-904-232-2580) for north Florida or (1-561-562-3909) for South Florida.
8. No permanent manatee awareness sign(s) shall be installed and maintained at the docking facility. The sign shall be three feet by four feet, 125 gauge 61TS aluminum, covered with white, engineer grade, reflective sheeting; black, painted lettering; black screened design; and orange, engineer grade, reflective tape border. The 3 feet wide by 4 feet long sign shall conform to the Florida Uniform Waterway Marking System in accordance with F.S. 327.40-1. The installation of the sign shall be made in accordance with DEP specification for such signs.

ATTACHMENT "A" FOR DISCRETIONARY PUBLICATION OF NOTICE OF DETERMINATION OF
QUALIFICATION FOR AN EXEMPTION

In the Matter of an Application
for a Determination of Qualification
for an Exemption by:

Manatee County Board of County Commissioners
c/o A.H. Ezazi, P.E.
Boyle Engineering Corporation
5971 Cattleridge Boulevard, Suite 200
Sarasota, FL 34232

File No.: 41-0293084-003
Applicant: Manatee County Board of County Commissioners

The Department of Environmental Protection gives notice that it has received a request for authorization by the Manatee County BOCC to maintenance dredge 4,365 square feet removing approximately 375 cubic yards of material within the landward extent of the Manatee River, a Class III Florida Waterbody. The project is located at 353 Shore Drive, Ellenton, Section 18, Township 34 South, Range 18 East, Manatee County. The Department has determined that the project qualifies for an exemption established under 40D-4.051(8) (d), F.A.C.

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the F.S. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Mediation is not available.

If a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Intervention will be permitted only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

In accordance with rule 62-110.106(3), F.A.C., petitions for an administrative hearing must be filed within 21 days of publication of the notice or receipt of written notice, whichever occurs first. Under rule 62-110.106(4) of the F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 prior to the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. Upon motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect, the Department may also grant the requested extension of time.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that right.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (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 are or 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 that the petitioner contends require reversal or modification of the agency's proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301, F.A.C.

Under sections 120.569(2) (c) and (d) of the Florida Statutes, a petition for administrative hearing shall be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

Complete copies of all documents relating to this determination of exemption are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, at the Department's Southwest District Office, 13051 North Telecom Parkway, Temple Terrace, FL 33637-0926.

STATEMENT OF NO BID

If you do not intend to bid please complete and return this form immediately to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

We, the undersigned, have declined to bid on Bid No.: 09-3145DC Highland Shores Boat Ramp Improvements for the following reason(s):

- Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond requirement
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Bidders List"
- Other (specify below)

REMARKS:

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our company may not be contacted by you for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____ Fax: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

email address: _____

