



MANATEE COUNTY FLORIDA

March 18, 2013

TO: All Interested Bidders

SUBJECT: **Invitation for Bid # 13-0680-DS**
Neal Preserve Phase II

ADDENDUM # 4

Bidders are hereby notified that this Addendum shall be acknowledged on pages 00300-1 of the Bid Form and made a part of the above named bidding and contract documents. Bids submitted without acknowledgement of the Addendum will be considered incomplete.

The following items are issued to add to, modify, and clarify the bid and contract documents. These items shall have the same force and effect as the original bidding and contract documents, and cost involved shall be included in the bid prices. Bids to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

The deadline for clarification of questions has been extended to **March 20, 2013 at 3:00 pm.** This deadline has been established to maintain fair treatment of all potential bidders. Questions received after this date and time shall not be considered.

Contractor Questions:

1. **Will an arborist be required to create the path through the mangroves?**
No, an arborist will not be required.
2. **Are all permits in place?**
Southwest Florida Water Management District (SWFWMD) and the City of Bradenton permits are in place. Manatee County building permits will be required and the Bidders are to include these in their Bid.
3. **The drawings state that grade s304/or 316 can be used (on the boardwalk). There is a substantial price difference between the two grades.**
Use the s316.
4. **Picket spacing shows two different dimensions.**
Use 4-1/2" spacing center to center.

Financial Management Department
Mailing Address: P. O. Box 1000 1112 Manatee Avenue West Suite 803, Bradenton, FL 34206-1000
WEB: www.myanatee.org * PHONE: 941.749.3045 * FAX: 941.749.3014

March 18, 2013

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5. **Will archaeologist be on site full time?**
The archaeologist will be on site during excavation activities.
6. **Can the battered stone wall be changed to segmental block?**
No, the battered stone wall may not be changed.
7. **Is there a geotechnical report?**
Yes. It has been attached for reference.
8. **Should the "girders" as called in plan be extended to carry the perimeter joist?**
Please extend the girders to carry the perimeter joist.
9. **The decking plan says bark side down, for water shed the standard has been bark side up.**
Bark side up would be acceptable.
10. **Plan states glue and screw balusters, what kind of glue?**
Glue that is waterproof.
11. **Do they intend to counter sink screws then fill and sand on pickets?**
Yes, please do what the plans indicate.
12. **When is project anticipated to start, the lumber quantities will need ample lead time?**
Schedule will be finalized when the Bid is awarded. Dates are not determined at this time.
13. **Will cut piling ends need to be treated or capped?**
The pile ends need to be capped.
14. **What type of hurricane straps for joist and type of fastener?**
Use Simpson H3 Hurricane Clip (galvanized).

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15. Will two pilings be required for inside corners?

Two pilings are to be used for inside corners.

16. There is no specific reference to treatment of the lumber except for Borate for wood “where the sidewalk is placed in water” and “Marine Grade Pilings”.

Unless there are specific reasons for Borate treatment we submit the following:

- a. **We follow the specification guide set forth by the American Wood Protection Association (AWPA) and the Use Category System (UCS) for treatment.**
- b. **Piles in salt or brackish water in Florida are USC 5C and should be treated 2.5 CCA.**
- c. **Framing not subject to immersion is UCS 3B and can be treated .25 CCA or .25 ACQ.**
- d. **For decking and handrail materials, we follow EPA guidelines which, to the extent possible, keep CCA treated products out of contact with people. Since this boardwalk is above ground, we would use UCS 3B and materials treated .25 ACQ or .10 CA-B.**
- e. **Borate treated wood is suitable for UC1 and UC2, Interior Construction, Above Ground, Dry or Damp and not in this application.**

Please use the recommendations of the American Wood Protection Association and EPA guidelines. Please understand that this is an environmentally sensitive site with the Bay classified as an Outstanding Florida Waterway and the treatment of the lumber must ensure that the adjacent waterways and onsite mangroves are protected. The entire site, including the boardwalk, is subject to tidal inundation and flooding from heavy rains.

17. Without the benefit of a geotechnical exploration report we do not know what kind of capacity exists for supporting the piles. The minimum 4’-0” embedment, in our experience, will probably not be sufficient to support a 1.5 ton class mini-excavator. There is a reference to refusal criteria which implies driving the piles, but we are not familiar with a 1.5 ton class mini-excavator that will operate the attachments typically used for driving piles.

A geotechnical report is provided as a part of this Addendum.

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18. We would propose value engineering the outside joists to the inside of the piles providing up to 93" of useful deck surface. The same rational applies to the 10' boardwalk. This will also allow the outside stringer to bear on the girder instead of a shear connection with the fasteners as shown.

Please bid the boardwalk as designed. The boardwalks are 8' in width only.

Additional Clarification to Bidders:

- A. A revised bid form has been included with this Addendum and is required for bidding. The change to the bid form is to add bid item #15, the fill needed to set the piles since the excavated soil will be removed off site for the archaeologist to review.
- B. Depths of piles are per the plans.
- C. Handrails and elevations of the boardwalk deck are to be per plans.
- D. Two specifications sections have been modified to include the new bid item # 15. These sections are Section 008000-Measurement and Payment and Section 010100 Summary of Work.
- E. A geotechnical report dated 9/28/2010, that was prepared for previous phases of the project is attached for the Bidder's reference.
- F. The boardwalk will be constructed "top down," or "railroad style." All construction activities must stay within the designated corridor of the boardwalk. The corridor is 12' wide and its centerline has been staked. The corridor shall be made project-ready by the Natural Resource Department prior to awarding the contract, except for several large tree stumps that the contractor must stump-grind in place, not mechanically remove.
- G. If human remains are uncovered during the project, the contractor must immediately stop all construction activities at the discovery location and notify the County. All provisions of Chapter 872, Florida Statutes, will then be followed by the archaeologist.

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Neal Preserve Phase II
ADDENDUM # 4

Note to Bidders:

The bid form attached; supersedes all previously submitted bid forms, by way of this ADDENDUM # 4 remove and replace accordingly. Contractors are to submit their bid offerings with ADDENDUM # 4 bid forms.

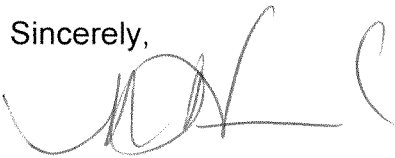
The deadline for submitting sealed Bids at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 has been extended. Addendum # 3 changed the date and time.

Bid Opening:

March 29, 2013 at 2:30 pm.

END OF ADDENDUM # 4

Sincerely,



Melissa M. Wendel, CPPO
Purchasing Official

/ds (Attachments: Revised Bid Forms (2 pages), Geotechnical Report (6 pages), Revised Measurement and Payment section (13 pages), Revised Summary of Work (2 page))

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WEB: www.mymanatee.org * PHONE: 941.749.3045 * FAX: 941.749.3014



**BID FORM
(SUBMIT IN TRIPLICATE)**

IFB# 13-0680-DS Neal Preserve Phase II
BID "A"
 120 Calendar Completion Days
ADDENDUM # 4

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE \$	EXTENDED COST \$
NATURE PARK ELEMENTS					
1	Mobilization/Demobilization/Erosion and Pollution Control	LS	1	\$	\$
2	Sediment Barrier-Coir Rolls (in-lieu of silt fencing)	LF	2,700	\$	\$
3	Sediment Barrier-Turbidity Barrier	LF	180	\$	\$
4	Stump Grinding (to accommodate trail design)	EA	12	\$	\$
5	Grading/Earthmoving (site and beneath trail transitions)	LS	1	\$	\$
6	Concrete Trail Transitions (from elevated deck to shell trail and trail extension)	SF	1,044	\$	\$
7	Retaining Wall (stacked, battered boulders at concrete trail transitions)	LS	1	\$	\$
8	Wood Boardwalk (8' width pressure treated lumber and piles)	LF	1,220	\$	\$
9	Wood Edging on Boardwalk (small curb to keep wheelchairs from rolling off)	LF	1,700	\$	\$
10	Wood Handrails (through mangroves)	LF	735	\$	\$
11	Excavation Through Mangroves to Set Piles	LF	365	\$	\$
12	Pile Wrapping for Boardwalk through the Mangroves	EA	120	\$	\$
13	Benches (includes mounting)	EA	2	\$	\$
14	Trash/Recycling Receptacles (includes pad and mounting)	EA	4	\$	\$
15	Fill to Replace Boardwalk Pile Excavation (ADDENDUM # 4)	CY	92	\$	\$
DISCRETIONARY FUNDS					\$35,000.00
Total Cost Bid "A" (ADDENDUM # 4) Based on 120 Calendar Completion Days					\$

BIDDER: _____

AUTHORIZED SIGNATURE: _____

BID "A"

BID FORM (SUBMIT IN TRIPLICATE)

**IFB# 13-0680-DS Neal Preserve Phase II
BID "B"
150 Calendar Completion Days
ADDENDUM # 4**

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE \$	EXTENDED COST \$
NATURE PARK ELEMENTS					
1	Mobilization/Demobilization/Erosion and Pollution Control	LS	1	\$	\$
2	Sediment Barrier-Coir Rolls (in-lieu of silt fencing)	LF	2,700	\$	\$
3	Sediment Barrier-Turbidity Barrier	LF	180	\$	\$
4	Stump Grinding (to accommodate trail design)	EA	12	\$	\$
5	Grading/Earthmoving (site and beneath trail transitions)	LS	1	\$	\$
6	Concrete Trail Transitions (from elevated deck to shell trail and trail extension)	SF	1,044	\$	\$
7	Retaining Wall (stacked, battered boulders at concrete trail transitions)	LS	1	\$	\$
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13	Benches (includes mounting)	EA	2	\$	\$
14	Trash/Recycling Receptacles (includes pad and mounting)	EA	4	\$	\$
15	Fill to Replace Boardwalk Pile Excavation (ADDENDUM # 4)	CY	92	\$	\$
DISCRETIONARY FUNDS					\$35,000.00
Total Cost Bid "B" (ADDENDUM # 4) Based on 150 Calendar Completion Days					\$

BIDDER: _____

AUTHORIZED SIGNATURE: _____

BID "B"



September 23, 2010

IBI Group, Inc.
1421 5th Street Suite B
Sarasota, Florida 34236

Attention: Ms. Suzanne Thompson RLA, LEED® AP

Subject: **PRELIMINARY GEOTECHNICAL ENGINEERING
SERVICES**

Neal Preserve
Manatee Avenue W
Bradenton, Florida
S&ME Project No. 1841-10-936

Dear Ms. Thompson:

S&ME, Inc. (S&ME) has completed preliminary geotechnical engineering services for the above reference project. This letter report includes our understanding of the project, our findings and conclusions for Neal Preserve located on Manatee Avenue W. in Bradenton, Florida. Our final report will include foundation recommendations and construction considerations and will be submitted at a later date.

PROJECT INFORMATION

Based on information provided by you the site of interest is located on the south side of Manatee Avenue W. in Bradenton, Florida. Construction will consist of a proposed shell parking lot, boardwalks and a potential pond area.

At the time of our field services, the site was covered with dense brush and mangroves. There were several locations on the northern portion of the site where standing water was noticed.

FIELD TESTING

In order to help assess subsurface and groundwater conditions at the site, five Standard Penetration Test (SPT) borings were performed within the parking lot, boardwalk and pond areas. The approximate boring locations (designated B-1, B-2, B-3, B-7 and B-8) are depicted on the attached **Boring Location Plan (Figure 1)**. The borings were drilled to a depth of approximately ten feet below existing ground surface. Groundwater was encountered at depths of approximately ground surface to six inches in the SPT borings at the time of drilling on September 3, 2010. Loose to dense sand to sand with silt and silty sand was present from ground surface to approximately ten feet in the borings.

The SPT borings were advanced using mud rotary drilling techniques and a manual (cathead and rope system) SPT hammer. Soil sampling was performed in general accordance with the SPT procedure (ASTM D 1586). Additional detailed field testing procedures are presented in Appendix A.

The attached **Soil Profile (Figure 2)** should be reviewed for specific subsurface information at the individual boring locations. The depth and thickness of the subsurface strata indicated on the soil profiles should be considered approximate. The transition between materials will be more or less gradual than indicated and may be abrupt in some instances. Information on actual subsurface conditions exist only at the specific boring location and is relevant to the time the exploration was performed. Variations may occur and should be expected between boring locations. The depth designations on the boring records were used for our analytical purposes and, unless specifically stated otherwise, should not be used as the basis for design or construction cost estimates.

REVIEW OF SOIL SURVEY MAP

The NRCS soil survey maps the near surface soils (i.e., depths ≤ 80 inches) and provide general descriptions of the underlying soils, which can provide useful information. The data is not intended to replace geotechnical evaluations and testing but it can help identify trends. The NRCS maps of Manatee County, Florida, were reviewed and indicate that this site has two predominant soil types; EauGallie fine sand (Unit 20) and Estero muck (Unit 21).

TABLE 1: Summary of Soil Properties Published by NRCS

Soil Map Unit Symbol	Name	Depth Range, Inches	Unified Soil Classification Symbol	Estimated Seasonal High Groundwater Depth (feet)	Permeability Rate (In./hr.)
20	EauGallie fine sand	0-42 42-50 50-65	SP, SP-SM SC, SC-SM, SM SM, SP-SM	0.5-1.5	0.06 to 1.98
21	Estero muck	0-6 6-80	PT SP-SM, SP	0-0.5	1.98 to 5.95

Note: (1) Within major map units, some map units contain minor map units of other soil types.

The soil survey indicates that the seasonal high groundwater level at the site is expected to be at ground surface to an approximate depth of 6 inches below natural ground surface.

CONCLUSIONS

Based on review of the SPT data, the NRCS information, and the stabilized groundwater depth in the borings performed at the site, it is our opinion that the estimated seasonal high groundwater level is at ground surface across the site (consistent with the NRCS data for the site).

According to the SPT data, the subsurface soils consist of sand to sand with silt and silty sand to an approximate of ten feet below ground surface.

We recommend the upper 12 inches of the natural and import subgrade and shell base in the shell parking area should be compacted to densities equivalent to at least 98% of the Modified Proctor (ASTM D1557) maximum dry density.

LIMITATIONS OF REPORT

This report has been prepared in accordance with generally accepted geotechnical engineering practices for specific application to this project. The opinions and conclusions contained in this report are based upon applicable standards of our practice in this geographic area at the time this report was prepared. No other warranty, expressed or implied, is made.

CLOSURE

S&ME appreciates the opportunity to continue to work with you on this project. Should you have any questions regarding the information in this report, please do not hesitate to contact us.

Sincerely,
S&ME, Inc.

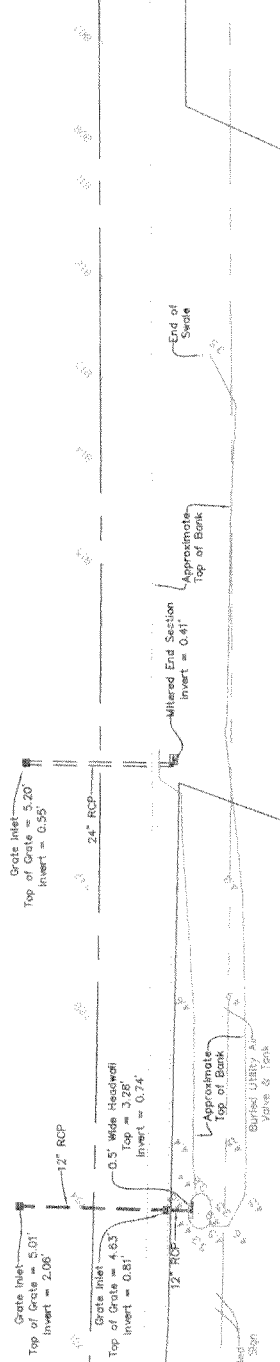


James LaCava, E.I.
Geotechnical Engineering Intern



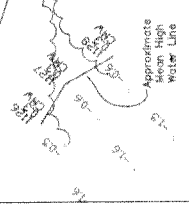
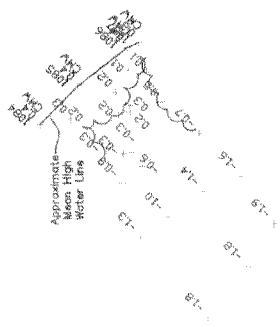
Jeanne Berg, P.E.
Senior Geotechnical Engineer
Florida P.E. 50699

Attachments Site Location Map (Figure 1)
 Soil Profile (Figure 2)
 Field Procedures



B-8

B-7



SOIL PROFILES

SHELL PARKING AREA

BOARDWALK

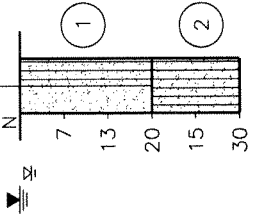
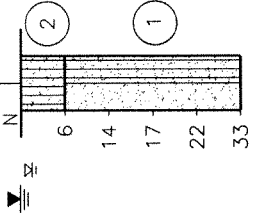
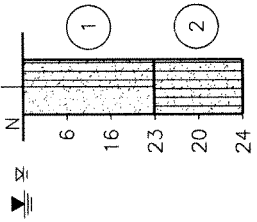
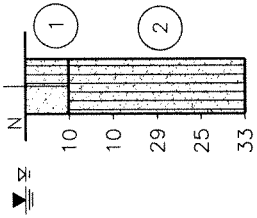
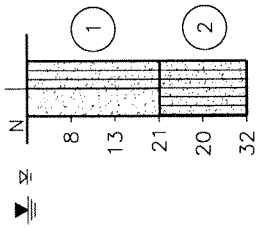
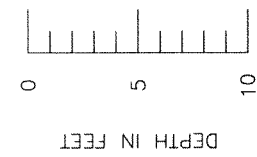
B-1

B-2

B-3

B-7

B-8



GRANULAR MATERIALS- RELATIVE DENSITY	SPT (BLOWS/FT.)
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FIELD TESTING PROCEDURES

NEAL PRESERVE MANATEE AVENUE W BRANDENTON, FLORIDA

Soil Test Borings

All boring and sampling operations were conducted in accordance with ASTM Designation D 1586. Initially, the borings were advanced by either mechanically augering or wash boring through the soils. When necessary, a heavy drilling fluid with a rotary drilling technique was used below the water table to stabilize the side and bottom of the drill hole and flush the soil cuttings. At regular intervals soil samples were obtained with a standard 1.4-inch I.D., 2-inch O.D., split-barrel sampler. The sampler was first seated 6 inches to penetrate any loose cuttings and then driven an additional foot with blows of a 140 pound hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Standard Penetration Resistance". The penetration resistance, when properly evaluated, is an index to the soil strength.

Soil Classification

Soil classifications provide a general guide to the engineering properties of various soil types and enable the engineer to apply past experience to current problems. In our exploration, samples obtained during drilling operations were examined and visually classified according to color, texture, and relative density or consistency (based on standard penetration resistance). The consistency and relative density designations are as follows:

SANDS		SILTS AND CLAYS	
N (SPT)	Relative Density	N (SPT)	Consistency
0 - 4	Very Loose	0 - 2	Very Soft
5 - 10	Loose	3 - 4	Soft
11 - 30	Medium Dense	5 - 8	Firm
		9 - 15	Stiff
31 - 50	Dense	16 - 30	Very Stiff
50+	Very Dense	31 - 50	Hard
		50+	Very Hard

SECTION 008000 - MEASUREMENT, PAYMENT AND COMPLETION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Form section of the Contract Documents. Payment will be made based on the specified items included in the description in this section for each bid item.
- B. All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the Specifications. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.
- C. The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. The Owner/Engineer does not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.
- D. No payment will be made for work constructed outside the authorized limits of work.
- E. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.
- F. Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be complete, tested and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the lump sum totals.
- G. Access to the site is provided via the existing entrance to the property off of Manatee Avenue West (SR 64).

1.3 UNIT PRICE

- A. Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

- B. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work. Final payments shall not be requested by the Contractor or made by the Owner until as-built (record) drawings have been submitted and approved by the Engineer.
 - 1. Shop Drawings, Working Drawings.
 - 2. Clearing, grubbing and grading except as hereinafter specified.
 - 3. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
 - 4. Dewatering and disposal of surplus water.
 - 5. Structural fill, backfill, and grading.
 - 6. Replacement of unpaved roadways, and shrubbery plots.
 - 7. Cleanup and miscellaneous work.
 - 8. Foundation and borrow materials, except as hereinafter specified.
 - 9. Testing and placing system in operation.
 - 10. Any material and equipment required to be installed and utilized for the tests.
 - 11. Pipe, structures, pavement replacement, asphalt and shell driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
 - 12. Maintaining the existing quality of service during construction.
 - 13. Maintaining or detouring of traffic.
 - 14. Appurtenant work as required for a complete and operable system.
 - 15. Seeding and hydromulching.
 - 16. As-built Record Drawings.

1.4 BID ITEM DESCRIPTIONS

- A. Bid Items are described in a greater detail below.

Bid Item No. 1: MOBILIZATION/DEMobilIZATION/EROSION AND POLLUTION CONTROL Payment for all work under MOBILIZATION/ DEMOBILIZATION/EROSION AND POLLUTION CONTROL shall be paid for at a lump sum price. The contract price paid for MOBILIZATION/DEMobilIZATION/EROSION AND POLLUTION CONTROL shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work in this category. MOBILIZATION/ DEMOBILIZATION/EROSION AND POLLUTION CONTROL shall include, but not be limited to: obtaining bonds, insurance and financing, movement of equipment, materials and personnel, supervision, field office, certificates, permits, submittals, utilities, site maintenance, cleanup, dust control, to install, maintain, and remove all required items including drainage inlet protection, erosion control fencing, construction entrances, and any other temporary erosion control measures as may be required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as

directed by the Landscape Architect and all other work incidental to the contract per drawings and specifications. The cost for the mobilization/demobilization portion of this bid item shall not exceed five (5) percent of the total bid.

Bid Item No. 2: SEDIMENT BARRIER-COIR ROLLS (IN LIEU OF SILT FENCING)

Payment for all work under SEDIMENT BARRIER-COIR ROLLS (IN LIEU OF SILT FENCING) shall be paid for at a linear foot price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install, maintain, and remove (if requested by the County) all required items, including fiber rolls as required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect.

Bid Item No. 3: SEDIMENT BARRIER (TURBIDITY BARRIER) Payment for all work under SEDIMENT BARRIER (TURBIDITY BARRIER) shall be paid for at a linear foot price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install, maintain, and remove all required items, including the turbidity barrier as required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect.

Bid Item No. 4: STUMP GRINDING (TO ACCOMMODATE TRAIL DESIGN) Payment for all work under STUMP GRINDING (TO ACCOMMODATE TRAIL DESIGN) shall be paid for at a per each price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to grind existing stumps to a depth of 12" below grade and treat the stump to cause the remaining trunk and roots to decompose and items required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect.

Bid Item No. 5: GRADING/EARTHMOVING (SITE AND BENEATH TRAIL TRANSITIONS) Payment for all work under GRADING/ EARTHMOVING (SITE AND BENEATH TRAIL TRANSITIONS) shall be paid for at a lump sum price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install, maintain, and remove all required items, including backfilling, fill for the concrete trail transitions and items required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect. Note: Contractor is to coordinate all grading/earthwork activities with the site archaeologist.

Bid Item No. 6: CONCRETE TRAIL TRANSITIONS (FROM ELEVATED DECK TO SHELL TRAIL AND TRAIL EXTENSION) Payment for all work under CONCRETE TRAIL TRANSITIONS (FROM ELEVATED DECK TO SHELL TRAIL AND TRAIL EXTENSION) shall be paid for at a square foot price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install all required items, including but not limited to concrete trail transitions, reinforcement, jointing and accessories as required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect.

Bid Item No. 7: RETAINING WALL (STACKED, BATTERED BOULDERS AT CONCRETE TRAIL TRANSITIONS) Payment for all work under RETAINING WALL (STACKED, BATTERED BOULDERS AT CONCRETE TRAIL TRANSITIONS) shall be paid for in a lump sum price. The contract price shall include full compensation for furnishing all

labor, materials, tools, equipment, and incidentals to install all required items, including but not limited to the stacked, battered boulders at concrete trail transitions that are to act as a retaining wall as required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect.

Bid Item No. 8: WOOD BOARDWALK (8' WIDTH PRESSURE TREATED LUMBER AND PILES) Payment for all work under WOOD BOARDWALK (8' WIDTH PRESSURE TREATED LUMBER AND PILES) shall be paid for in a per linear foot price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install all required items, including but not limited to the complete wooden boardwalk including surface decking, joist, stringers, beams, substructure, piles and fasteners as required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect. Note: Contractor is to coordinate all pile excavation activities with the site archaeologist.

Bid Item No. 9: WOOD EDGING ON BOARDWALK (SMALL CURB TO KEEP WHEELCHAIRS FROM ROLLING OFF) Payment for all work under WOOD EDGING ON BOARDWALK (SMALL CURB TO KEEP WHEELCHAIRS FROM ROLLING OFF) shall be paid for in a linear foot price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install all required items, including but not limited to the wooden edger boards and fasteners to provide an elevated edging (to provide drainage beneath edging) as required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect.

Bid Item No. 10: WOOD GUARDRAILS (THROUGH MANGROVES) Payment for all work under WOOD GUARDRAILS (THROUGH MANGROVES) shall be paid for in a per linear foot price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install all required items, including but not limited to the wooden guardrails including lumber and fasteners as required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect. Note: Contractor is to coordinate all pile excavation activities with the site archaeologist.

Bid Item No. 11: EXCAVATION THROUGH THE MANGROVES TO SET PILES Payment for all work under EXCAVATION THROUGH THE MANGROVES TO SET PILES shall be paid for in a linear foot price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to excavate all required items, including but not limited to the removal of the mangroves necessary to allow for the installation of the boardwalk as required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect. Contractor to coordination all work under this bid item with the County, who will direct the removals. Contractor is also to coordinate all pile excavation activities with the site archaeologist.

Bid Item No. 12: PILE WRAPPING FOR BOARDWALK THROUGH THE MANGROVES Payment for all work under PILE WRAPPING FOR BOARDWALK THROUGH THE MANGROVES shall be paid for in a per each price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install all required items, including but not limited to the wrapping of the boardwalk piles as required by the Project permits or permitting agencies, as shown on the plans, as specified herein,

and as directed by the Landscape Architect. Contractor is to coordinate all pile activities with the site archaeologist.

Bid Item No. 13: BENCHES (INCLUDES MOUNTING) Payment for all work under BENCHES (INCLUDES MOUNTING) shall be paid for in a per each price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install all required items, including but not limited to bench, footer, anchorage devices and accessories as required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect.

Bid Item No. 14: TRASH/RECYCLING RECEPTACLES (INCLUDES PAD AND MOUNTING) Payment for all work under TRASH/ RECYCLING RECEPTACLES (INCLUDES PAD AND MOUNTING) shall be paid for in a per each price. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install all required items, including but not limited to trash/recycling receptacles, footer, anchorage devices and accessories as required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect. Note that there are both surface mount conditions for the benches on the boardwalk and on a concrete pad all which are to be included in the cost of this bid item.

Bid Item No. 15: FILL TO REPLACE BOARDWALK PILE EXCAVATION Payment for all work under FILL TO REPLACE BOARDWALK PILE EXCAVATION shall be paid for in a price per cubic yard. The contract price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to install all required items, including but not limited to fill material, machinery to transport, place and compact the fill, and any materials or accessories as required by the Project permits or permitting agencies, as shown on the plans, as specified herein, and as directed by the Landscape Architect.

1.5 APPLICATIONS FOR PAYMENT

- A. Applications for payment shall be made at approximately 30 day intervals in accordance with the dates established in the Standard Form of Agreement Between Owner and Contractor. At least 15 days before each progress payments falls due, the Contractor shall submit to the Architect, in quintuplet, an itemized Application for Payment, supported by such data sustaining the Contractor's right to payment as the Owner, or the Architect may require. The form of Application for Payment shall be AIA Document G702- Application and Certification for Payment, supported by AIA Document G703 - Continuation Sheet. No other forms of Application for Payment will be acceptable. Continuation Sheet G703 shall be prepared the same as in the Schedule of Values submitted by the Contractor. Contractor's payment will be made within twenty-five (25) days after the Contractor's payment application is approved by the County.
- B. Contractor shall submit with each monthly Application for Payment, 1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application, was submitted and the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, and 2) release or waivers of liens arising out of the Contract from each Subcontractor, materialmen,

supplier, and laborer of the Contractor in the form of Partial Lien Waiver provided with the Contract Documents or such other form as may be approved by the Architect and Owner, and 3) County of Manatee Claims Form available from the city/county Clerk's office.

- C. Unless otherwise indicated in Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site. If previously agreed upon by the Owner, payments may similarly be made for materials and equipment stored off the site at a location previously agreed upon in writing. Contractor shall comply with all conditions of off site storage agreement as indicated by the Owner prior to proceeding with arrangements for such conditions. Payment to Contractor for materials stored off site is discouraged. Where circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Architect for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:
1. A list of the fabricated materials consigned to the project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
 2. Certification that items have been tagged for delivery to the project and that they will not be used for another purpose.
 3. A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party or their responsibility to complete the facility.
 4. Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.
 5. Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.
 6. Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage
- E. The Contractor warrants the title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment and is free and clear of all liens and encumbrances. The Contractor will indemnify the Owner and the Owner's property from any liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors or their Sub-subcontractors, regardless of tier, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, equipment, services or supplies relating to the Work, and from all cost and expenses, including attorneys' and consultants' fees incurred by the Owner in evaluating or defending against such liens, claims, security interests or encumbrances. Partial payments to the Contractor for labor performed under either a unit or lump sum price Contract shall be made at the rate of 90 percent (90%) of the Contract Sum.

- F. When the payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of the Owner; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, the Contractor will be required to replace them at its own expense, if not covered by builder's risk policy.
- G. A retainage of 10 % of the total contract amount shall be withheld from payments until 50% completion of the Work. After 50% completion, the retainage shall be reduced to 5% of the total contract amount until final completion and acceptance of the work by the County. Upon final acceptance, the remaining retainage shall be included in the final payment.

1.6 CERTIFICATES FOR PAYMENT

- A. The Architect will, within fifteen days, after receipt of the Contractor's Application for Payment, either issue to the owner a Certificate for Payment, with a copy to the Contractor, for such amounts as the Architect deems is properly due, or notify the Contractor and the Owner of the Architect's reason for withholding certification in whole or in part as provided in paragraph .1, section 3 of ARTICLE 6.
- B. The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment that to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated on the Application for Payment. The issuance of a Certificate for Payment will not be a representation that the Architect has (a) made exhaustive or continuous on site inspections to check the quality or quantity of the Work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (d) made examination to ascertain how or for what purpose the Contractor has used the money previously paid on account of the Contract Sum.

1.7 DECISIONS TO WITHHOLD CERTIFICATION

- A. The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in Architect's opinion the representation to the Owner required by the above section cannot be made. If an Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as indicated above. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in specifications and because of:

1. The Contractor is in default of the performance of any of its obligations under the Contract Documents, including, but not limited to: failure to provide sufficient skilled workers; work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; or failure to follow the directions of or instructions from the Architect or Owner.
 2. The Contractor is in default of the performance of any of its obligations under another Contract, which it has with the Owner.
 3. The filing of the third party claims or reasonable evidence that third party claims have been or will be filed.
 4. The Work has not proceeded to the extent set forth in the Application for Payment.
 5. Representations made by the Contractor are untrue.
 6. The failure of the Contractor to make payments to its Subcontractors, materialmen, or laborers.
 7. Damage to the Owner's property or the property of another Contractor or person.
 8. The determination by the Architect that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum.
 9. Liens filed or reasonable evidence indicating the probable filing of such liens with respect to the Project.
- B. When the above reasons for withholding certifications are removed, certification will be made for the amounts previously withheld. If the Owner makes payments by joint check, the Owner shall notify the Architect in order to reflect such payments on the next Certification for Payment.
- C. Contractor's application for a payment shall reflect an equal percentage amount (within 2-3 percent) for labor and materials for Work completed. The Architect may adjust applications where labor exceeds materials or where materials exceed labor quantities in the Work completed columns.
- D. If the Contractor disputes a determination by the Architect with regard to Certificate of Payment, and during any related dispute resolution, litigation, or other proceeding, the Contractor nevertheless shall continue to execute the Work as described in the Contract Documents.

1.8 PROGRESS PAYMENTS

- A. After issuance of Certificate for Payment, Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall notify the Architect.

- B. The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- C. The Owner has the right to request written evidence that the Contractor has paid all Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor. If the Contractor does not provide adequate evidence within seven days, Owner shall have the right to contact the Subcontractors and obtain the information required. Neither an Owner or Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law. Payments to material and equipment suppliers shall follow similar rules as stated above.
- D. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work.

1.9 FAILURE OF PAYMENT

- A. If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt, or if the Owner does not pay the contractor within fourteen days after the date established in the Contract the amount certified by the Architect the Contractor may upon fourteen additional days of written notice to the Owner and Architect stop the Work until payment of the owed amount is received. The Contract time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable cost of shut down, delay, start up, plus interest as provided for in the Contract.

1.10 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and when all required occupancy permits, if any, have been issued so that the Owner can occupy or utilize the Work for its intended use.
- B. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work. The time fixed by the Architect for the completion of all items on the list accompanying the Certificate of Substantial Completion shall not be greater than 30 days. The Contractor shall complete items on the list within such 30 day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense.

- C. Upon the receipt of the Contractor's list, the Architect will make an inspection and designate the Work qualified to be substantially complete. If any Work on the list or any additional Work required for utilization of the Work by the Owner is incomplete or not correct, the Contractor shall complete such Work before issuance of the Certificate of Substantial Completion. In such case the Contractor shall submit a request for another inspection by the Architect upon completion of the Work required for Substantial Completion.
- D. At the time the Architect commences the Substantial Completion Inspection, if the Architect discovers excessive additional items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion Inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion Inspection in a timely fashion, the Architect shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items within 7 days. The Architect will conduct additional inspections. The Architect will involve the Owner for 1) The cost of inspections between the termination of the initial Substantial Completion Inspection and the commencement of the satisfactory Substantial Completion Inspection, 2) The cost of inspection or review after the 7 day period established for the completion of the list by the Contractor. The Contractor shall reimburse the Owner for such cost, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents.
- E. When the Work is designated portion thereof is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and determine the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- F. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon acceptance, the Owner shall make payment of retainage applying to such Work or designated portion thereof.
- G. The Contractor shall fully complete all Work under its Contract within thirty (30) days of receiving a Certificate of Substantial Completion with attached list of items required to be completed or corrected. Failure to do so may serve as cause for the Owner to declare the Contractor in default and terminate the Contractor pursuant to ARTICLE 10 of these Supplementary General Conditions.

1.11 PARTIAL OCCUPANCY OR USE

- A. Owner shall have an option for partial occupancy or use upon a written agreement between the Contractor and Owner to determine the responsibilities of each party.

Partial occupancy does not constitute acceptance of Work not complying with the requirements of the Contract Documents.

- B. Immediately prior to such partial occupancy or use, Owner, Architect, and Contractor shall inspect the area to be occupied to record the conditions of the Work.
- C. Agreements as to the acceptance of the Work not complying with the requirements of the Contract Documents shall be in writing.

1.12 FINAL COMPLETION AND FINAL PAYMENT

- A. Upon receipt of Contractor's written notice that the Work is ready for final inspection and upon receipt of the final Application for Payment the Architect shall timely make such inspection determine if the Work is acceptable per Contract Documents. If the Work is acceptable, the Architect shall issue a final Certificate for Payment stating that to the Architect's best knowledge and presented information the work has been completed in accordance to the Contract Documents.
- B. Final payment and all remaining retainage shall become due only when the following items are submitted to the Architect:
 - 1. An Affidavit that all payrolls, bills for all items connected with the Work, and any other indebtedness have been paid (less amount owed by the final Payment and retainage withheld by the Owner).
 - 2. Evidence in writing or a certificate that the required insurance by the Contract Documents will not be canceled or that the insurance will not expire until at least thirty (30) days written notice has been given to the Owner.
 - 3. Written notice that the Contractor knows of no potential reasons that the insurance will not be renewable to fulfill the Contract Document requirements.
 - 4. Consent of surety to final payment.
 - 5. Any other documents, releases and waivers of liens, claims, receipts, copies of the expenditure, or any other items required by the Owner to assure no legal problems shall follow the Completion of the Contract. If a subcontractor refuses to furnish such a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unresolved for the Owner after the payments have been made, the Contractor shall refund the Owner all money associated with resolution of such lien including all costs and reasonable attorney's fees.
- C. The Contractor shall furnish such evidence as may be necessary to show that any out-of-state subcontractor or supplier has fully met the requirements of payment of taxes as established in any law of the State or local subdivision thereof which may be in effect at the time of final payment. The Owner will require the submission of such proof or

evidence before final payment will be approved or made. The following must be submitted to the Architect before approval of final payment:

1. Affidavit of payment as required under this Paragraph shall be in the form of AIA Document G706 - Contractor's Affidavit of Payment of Debt and Claims.
 2. Release of liens as required under this Paragraph shall be in the form of AIA Documents G706A - Contractor's Affidavit of Release of Liens, or as may otherwise be reasonably requested or required to comply with Florida law.
 3. Consent of Surety as required under this Paragraph shall be in the form of AIA Document G707 - Consent of Surety Company to Final Payment.
 4. Submit releases and final unconditional waivers of lien from major subcontractor and supplier.
 5. Submit certification stating that no materials containing asbestos were incorporated into the Work.
 6. Submit certification that all punch list items have been completed.
- D. If upon Substantial Completion final completion is delayed through no fault of the Contractor or by issuance of change orders adjusting/affecting the final completion date and if the Architect confirms the conditions be eligible for payment for Work completed without termination of the Contract. Final Payment, constituting the unpaid balance of the Contract Sum, shall be paid to the Contractor in full, including retainage or escrowed principal and escrowed income by the escrow agent, no less than 61 days following the date of Substantial Completion. If at that time there are remaining uncompleted items, an amount equal to 200 percent of the value of each item as determined by the Architect shall be withheld until said items are completed, and a Final Certificate of Payment issued by the Architect.
- E. Making of the final payment shall constitute a waiver of claims by the Owner except those arising from liens, claims, security interest, failure to comply with the Contract Documents or terms of special warranties.

1.13 REQUEST FOR PAYMENT

- A. Submit Applications for Payment to the Project Manager or as directed at the preconstruction meeting, in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.
- B. Submit payment requests in the form provided by the Owner with itemized data typed in accordance with the Bid Form .
- C. Provide construction photographs in accordance with Contract Documents.

- D. Submit Applications for Payment to the Project Manager or as directed at the preconstruction meeting, in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.
- E. Submit three (3) copies of each application; all signed and certified by the Contractor.

1.14 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information with a cover letter.
- B. Submit one copy of data and cover letter for each copy of application.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 – MEASUREMENT AND PAYMENT (PER DESCRIPTION ABOVE IN THIS SPECIFICATION)

SECTION 010100 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.02 SUMMARY OF WORK

- A. The completed work will provide the Owner with improvements to Neal Preserve (Phase 2) The work of the contract consists of improvements to the park including: mobilization and demobilization/erosion and pollution discharge control, sediment barrier-coir rolls(in lieu of silt fencing), sediment barrier (turbidity barrier), stump grinding (to accommodate trail design), grading/earthmoving (site and beneath trail transitions), concrete trail transitions (from the elevated deck to the shell trail and trail extension), retaining wall (stacked, battered boulders at concrete trail transitions), wood boardwalk (8' pressure treated lumber and piles) with wood edging on boardwalk (small curb to keep wheelchairs from rolling off), wood handrails (through mangroves), excavation through the mangroves to set piles, pile wrapping for the boardwalk piles through the mangroves, fill for the boardwalk pile excavations (to replace fill removed for archaeologist's removal of pile hole material for investigation), benches include required mounting and trash/recycling receptacles including the required concrete pad and mounting.
- B. The Contractor shall furnish all shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required by these Specifications and as shown on the Contract Drawings.
- C. The Contractor shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration as required as a result of damages caused prior to acceptance by the Owner.
- D. The Contractor shall furnish and install all material, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.
- E. Bill Burger, the project archaeologist, indicated that the Contractor that the boardwalks are to be built with top-down construction and must stay within the designated boardwalk corridor as this is a significant archaeological site. He mentioned that he be will be making the pile excavations and removing the soil from the site to examine. The Contractor is to stake the boardwalk piles so that the archaeologist can stay ahead of the construction. The first portion of the boardwalk from the parking lot to the archaeological line (see the construction plans) has been cleared and Bill will not need to excavate this area and the Contractor can set the piles here first. Bill mentioned that thick, dense, compacted shell midden extends significantly below grade and the Contractors should be aware of this issue when planning for boardwalk pile driving. The Contractor is to fully investigate all options for pile work in these type conditions. Bill also explained that he will be on site during the excavation for the boardwalks and he is to be made aware if artifacts are discovered. Bill also mentioned that work is to stop and he is to be contacted immediately if any human remains are found.

NEAL PRESERVE
Bradenton, Florida
IBI Group, Inc.

SUMMARY OF WORK

A general discussion ensued about the project and it was confirmed that the boardwalk corridor has been cleared with the exception of a few stumps to be stump-ground in place per the bid form.

PART 2 - MATERIALS (Not Applicable)

PART 3 – INSTALLATION (Not Applicable)

PART 4 - MEASUREMENT AND PAYMENT (Not Applicable)

END OF SECTION 010100