

MANATEE COUNTY GOVERNMENT
INVITATION FOR BID (IFB) #09-0278DC
SR64 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.

INFORMATION CONFERENCE

In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an information conference will be held **December 17, 2008 at 9:00 A.M.** at the Manatee County Administrative Center, Purchasing Conference Room, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida. All interested bidders are encouraged to attend. **Note Article A.02 - inspection of the site is a requirement to be considered for award of this contract. The site is located at 3020 Manatee Avenue East, Bradenton FL, on the Braden River on the southwest side of the State Road 64 bridge crossing.**

TIME AND DATE DUE: **January 7, 2009 at 3:00 P.M.**

TABLE OF CONTENTS

Construction Cost Estimate	
00010 Information to Bidders.....	00010-1 - 7
00020 Basis of Award.....	00020-1 - 2
00030 Terms and Conditions.....	00030-1 - 6
00100 Instruction to Bidders	00100-1 - 2
00300 Bid Form	00300-1 - 4
00430 Contractor's Questionnaire	00430-1 - 3
00491 Certification Forms.....	00491- 1- 4
00500 Form of Agreement.....	00500-1 - 4
Specifications	
FDEP Permit	
Geotechnical Engineering Services Report	
No Bid Statement	
Drawings	

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.21 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:
DEBORAH CAREY-REED
(941) 749-3074 FAX (941) 749-3034

AUTHORIZED FOR RELEASE: 

Boyle Engineering Corporation | AECOM
5971 Cattlebridge Boulevard, Suite 200, Sarasota, Florida 34232
T 941.377.8858 F 941.371.2569 www.boyleengineering.aecom.com

October 30, 2008

Manatee County Natural Resources Department

Subject: **Manatee County, SR 64 Boat Ramp Construction**

The Engineer's Opinion of Probable Construction Cost for the Manatee County SR 64 Boat Ramp construction is \$317,560 (Three Hundred and Seventeen Thousand Five Hundred and Sixty Dollars.)

This construction costs estimate was determined as of September 30, 2008. This construction cost estimate is based on the original drawings and specifications issued on October 6, 2008. Changes to the plans and specifications subsequent to the original documents may not be accounted in this construction estimate.

Sincerely,

Boyle|AECOM

A handwritten signature in black ink, appearing to read 'R.J. Ezazi', written over a large, light-colored triangular stamp or watermark.

R.J. Ezazi, PE
Principal Engineer

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.

A.03 BID AND PROPOSAL DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button and **on the County's document distribution service** at <http://www.demandstar.com>.

Electronic copies of Bid or Proposal documents may be requested at no cost per Florida Statute 119.01 (2) (e). These files in PDF format may be obtained by calling the person or persons identified to contact on page one.

A fee may be charged for creating a CD recording or a printed copy of the documents requested. Cost Details shall be provided when you specify the format.

The **documents are available in a portable document format (.PDF) files** which you may view and print 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.

Onvia **DemandStar** provides direct electronic distribution of email/fax notices of the agency's formal bid or proposal opportunities, at no charge. The distribution lists provided by this service are supplemented by the County.

Vendors may choose to download individual documents from DemandStar for a download fee posted on that services website. Vendors may contact DemandStar regarding an agency level subscription option that allows vendors to download bid documents and transact business with any one (1) agency for free. If a vendor chooses to increase the number of agencies beyond their single agency, subscription fees based on the level of service chosen will apply.

Documents may be purchased from Onvia DemandStar. The cost for copies of documents purchased from Onvia DemandStar is established per document and the cost information is published as part of the specific Proposal detail, subsection "Pre Bid Conference" on the Onvia DemandStar web pages.

A.03 BID AND PROPOSAL DOCUMENTS (cont'd)

Award Document/Recommendations appear on the Onvia DemandStar web page.

Notices of Source Selections appear on the Onvia DemandStar web page and the County's web page (Financial Management – Purchasing Division).

Onvia DemandStar may be directly contacted at <http://demandstar.com>, or by calling 800-331-5537, if you have any questions.

IMPORTANT NOTE: AUTOMATED NOTICES OF ADDENDA ARE ISSUED ONLY VIA THE ONVIA DEMANDSTAR “PLANHOLDER” DISTRIBUTION SYSTEM

IF YOU OBTAIN A COPY OF THIS BID OR PROPOSAL DOCUMENT FROM OTHER THAN REGISTERING WITH ONVIA DEMANDSTAR WEB SERVICE FOR THIS SPECIFIC PROPOSAL – YOU SHALL NOT RECEIVE AUTOMATED NOTIFICATIONS OF ADDENDA.

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

Please contact the individual named on the first page of this bid or proposal document, if you have questions on this instruction.

A.04 BID FORM DELIVERY REQUIREMENTS

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

A.05 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 the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation For Bids, the County will BROADCAST THE ADDENDA ON ONVIA DEMANDSTAR TO “PLANHOLDERS” IDENTIFIED ON THIS WEB SERVICE, however, it shall be the responsibility of each bidder, prior to submitting their bid, to contact the Manatee County Purchasing Office (see contact information on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.06 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #09-0278DC SR64 Boat Ramp Improvements" with your company name. Address package to:

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

A.07 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.08 BID EXPENSES

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

A.09 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.10 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.11 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code Ordinance 08-43, as amended. Any actual or prospective Bidder or Proposer 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 Section 2-26/61 of the Purchasing Code.

A protest with respect to this Invitation For Bids 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.12 CODE OF ETHICS

With respect to this proposal, if any Bidder or Proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder or Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a proposal will be truthful. If a bidder or proposer is determined to be untruthful in its proposal or any related presentation, such bidder or proposer may be disqualified from further consideration regarding this Invitation For Bid.

A.13 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;

A.13 COLLUSION (cont'd)

- 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.14 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 reprourement costs, damages, and attorney fees as incurred.

A.15 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.16 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 51-02-027548-53C); therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

A.17 MATHEMATICAL ERRORS

Bids submitted shall be based on the quantities stated on the Bid Form. Quantities shall be used for the comparison of Bids. Payment to the Contractor will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract. In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extended totals shall prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.

A.18 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.19 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid Contract Documents, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid Contract Documents. The County is not obligated to make any changes to the bid Contract Documents. Unless an addendum is issued as outlined in Article A.04, the bid Contract Documents shall remain unaltered. **Bidders must fully comply with the bid Contract Documents, terms, and conditions.**

A.20 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.21 LOBBYING

After the issuance of any Invitation For Bids, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation For Bids with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation For Bids. This prohibition begins with the issuance of any Invitation For Bids, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Procurement Code. The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.

A.22 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 [Reference Resolution R-93-22, Manatee County Purchasing Policies, Section 4, E (1) (a)]. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or 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 Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.24 PUBLIC CONTRACTING/ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Ordinance 08-43, adding Article 5, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached for this purpose.

A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

A.26 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 Statue 119.071. No announcement or review of the bid documents shall be conducted at the public opening of the bids.

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 the Purchasing Office and open to the public.

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

B.02 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 minimum license requirement for this project is a General Contractor's License.**

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.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 and executed by Manatee County Board of County Commissioners 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 **90** calendar days and based on **30** 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 **\$500** 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

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. Installation Floater

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

g. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the six above paragraphs a., b., c., d., e. and f., shall be filed with the Purchasing Director 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 Director 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 repair and replacement of a 37' wide boat ramp to expand two existing docks for a total of 951 square feet by at the State Road 64 Boat Ramp within the landward extent of the Braden River as outlined herein. The ramp will need to be closed during most of the construction and the site will need to be fenced off.

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 contractor shall apply for and is responsible for all permits, notifications, and fees which may be required for this project. The Florida Department of Environmental Permit is a part of this package. A Florida Department of Transportation permit has been obtained. This project construction site is within the city of Bradenton and they will not require a site plan approval for the 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

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

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

For: SR64 Boat Ramp Improvements

BID "A" TOTAL BID PRICE: \$_____ (based on 90 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

IFB 09-0278DC

(Submit in Triplicate)

SR64 BOAT RAMP IMPROVEMENTS (Bid "A" - Based on Completion Time of 90 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	Soil Tracking Prevention Device, Type A (FDOT Index #106)	1	EA	\$	\$
6	Erosion and Sedimentation Control	1	LS		\$
7	Floating Turbidity Barrier	675	LF	\$	\$
8	Clearing and Grubbing	1	LS		\$
9	Excavation	8	CY	\$	\$
10	Subgrade Preparation	1,900	SF	\$	\$
11	Filter Fabric	260	SY	\$	\$
12	8" Gravel base (No. 57 Stone)	2,331	SF	\$	\$
13	8" Reinforced Concrete Boat Ramp Slab, including "V" Grooved Surface	46	CY	\$	\$
14	Gabion Mattress (6' x 12' x 12")	8	CY	\$	\$
15	Temporary Cofferdam, PZ33 Sheet Pile (Install and Remove)	3,486	SF	\$	\$
16	Dewatering	1	LS		\$
17	10" Concrete Piling	705	LF	\$	\$
18	Wooden Docks	1	LS		\$
19	Miscellaneous Work & Clean Up	1	LS		\$
20	DISCRETIONARY WORK				\$31,756.00
	BID "A" TOTAL BID PRICE				\$

BIDDER: _____

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

For: SR64 Boat Ramp Improvements

BID "B" TOTAL BID PRICE: \$_____ (based on 30 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

IFB 09-0278DC

(Submit in Triplicate)

SR64 BOAT RAMP IMPROVEMENTS (Bid "B" - Based on Completion Time of 30 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	Soil Tracking Prevention Device, Type A (FDOT Index #106)	1	EA	\$	\$
6	Erosion and Sedimentation Control	1	LS		\$
7	Floating Turbidity Barrier	675	LF	\$	\$
8	Clearing and Grubbing	1	LS		\$
9	Excavation	8	CY	\$	\$
10	Subgrade Preparation	1,900	SF	\$	\$
11	Filter Fabric	260	SY	\$	\$
12	8" Gravel base (No. 57 Stone)	2,331	SF	\$	\$
13	8" Reinforced Concrete Boat Ramp Slab, including "V" Grooved Surface	46	CY	\$	\$
14	Gabion Mattress (6' x 12' x 12")	8	CY	\$	\$
15	Temporary Cofferdam, PZ33 Sheet Pile (Install and Remove)	3,486	SF	\$	\$
16	Dewatering	1	LS		\$
17	10" Concrete Piling	705	LF	\$	\$
18	Wooden Docks	1	LS		\$
19	Miscellaneous Work & Clean Up	1	LS		\$
20	DISCRETIONARY WORK				\$31,756.00
BID "B" TOTAL BID PRICE					\$

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? _____

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 POLICIES, 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 Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such 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 Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

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

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 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 _____ hereinafter referred to as the "CONTRACTOR," duly authorized to transact business in the state of Florida, with offices located at _____.

Article 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB No. **09-0278DC SR64 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 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
Natural Resources Department
Attn: Bill O'Shea, Coastal Programs Mgr
IFB #09-0278DC
415 10th Street West
Bradenton, Florida, 34205
Phone: 941/748-04501 x4613

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 #09-0278DC
- 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. 09-0278DC SR64 Boat Ramp Improvements), subject to additions and deductions as provided therein, the sum of _____ Dollars and _____ Cents (\$_____) for Bid "____" based on Completion Time of ___ calendar days and the sum of \$____ 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: _____

APPROVED, with a quorum present and voting this ___ day of _____, 20___.

ATTEST: R.B. SHORE
Clerk of the Circuit Court

COUNTY OF MANATEE, FLORIDA by its
Board of County Commissioners

BY: _____
CHAIRMAN

TABLE OF CONTENTS

S.R. 64 BOAT RAMP IMPROVEMENTS

DIVISION 2 - SITEWORK

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

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 (Removal of Existing Boat
Ramp Slab)

PART 1 - GENERAL

A. Description

This section includes removal and disposal of all materials as identified on the plans.

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 all materials off site.

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) to their original line and grade.

B. Related Work Specified Elsewhere

Not Applicable.

C. Measurement and Payment

Work under this section will be paid for under the lump sum price for mobilization, unless a specific unit price basis is included in the Bid Form.

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

Not Applicable.

END OF SECTION

SECTION 02200 EARTHWORK

PART 1 - GENERAL

A. Description

This section includes materials, testing, and installation of earthwork for excavations, fills, embankments for 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.

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 the gradation of this granular material shall be such as to achieve the specified compaction.

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.
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. 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: 98% 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.

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 02270 EROSION 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 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 filling or excavation 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 necessary for construction, do not deposit 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 control measures are in place.

PART 2 - PRODUCTS

A. General

1. No testing of materials used in construction of temporary erosion control features will be required.
2. Materials used for the construction of the temporary erosion 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 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, 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 prior to the time it is practical to construct permanent control features.
3. Construct temporary and permanent erosion 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 Barriers: This work shall consist of installing, maintaining, and removal of floating silt 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 Control Features

In general, remove or incorporate into the soil 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 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 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

A. Description

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

B. Related Work Specified Elsewhere

1. Installing Horizontal Centrifugal Pumps: 432101.

C. 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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. Welded Wire Reinforcement

Welded wire reinforcement shall conform to ASTM A185.

G. Tie Wire

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

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 alkalies shall not exceed 0.6%.

Q. 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 alkalies, as determined by Appendix X-1 of ASTM C33.

R. 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.

S. 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.

T. 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.

U. 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

A. Description

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

B. Related Work Specified Elsewhere

1. Clearing, and Grubbing: 02110.
2. Earthwork: 02200.

C. 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.

D. 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]

5. 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, and 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 and 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.

END OF SECTION



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

AUG 18 2008

Charlie Hunsicker
Conservation Lands Management Department
c/o A.H. Ezazi, P.E.
Boyle Engineering Corporation
5971 Cattleridge Blvd., Suite 200
Sarasota, FL 34232

File No. 41-0238380-002, Manatee County

Dear Mr. Hunsicker:

This is to acknowledge receipt of your notice on April 30, 2008 of intent to use a Noticed General Permit (NGP), pursuant to Rule 62-341.417, Florida Administrative Code (F.A.C.) to repair and replace an existing 37 foot wide boat ramp removing approximately 50 cubic yards of material and to expand two existing docks for a total of 951 square feet within the landward extent of the Braden River, a class III Florida Waterbody. The project is located at 3020 Manatee Avenue East, Bradenton, Section 29, Township 34 South, Range 18 East, Manatee County.

In addition to regulatory authorization under Rule 62-341.417, F. A. C., this type of activity also requires both proprietary and federal authorizations. Proprietary authorization is required pursuant to Chapters 253 and 258 F.S., to use state-owned submerged lands for private purposes. Federal authorization is needed for works in waters of the United States through the State Programmatic General Permit (SPGP) program.

Your notice has been reviewed by Department staff for all three types of authorizations: regulatory, proprietary and Federal. The authority for review and the outcomes of the reviews 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 the specific section dealing with that authorization 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

Based on the forms, drawings, and documents submitted/revised with your notice, it appears that the project meets the requirements for the NGP under Rule 62-341.417, F.A.C.

Please be advised that the construction phase of the NGP must be completed within five years from the date the notice to use the NGP was received by the Department. If you wish to continue this NGP beyond the expiration date, you must notify the Department at least 30 days before its expiration. Any activities performed under an NGP are subject to general conditions required in Rule 62-341.215, F.A.C. (attached), and the specific conditions of Rule 62-341.417, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Authority for review- Part IV of Chapter 373, Florida Statute, 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.

This staff assessment is preliminary and is designed to assist in the review of the application prior to final agency action. The comments provided herein are not the final position of the department and may be subject to revision pursuant to additional information and further review.

"More Protection, Less Process"
www.dep.state.fl.us

RECEIVED
AUG 20 2008
BOYLE ENGINEERING

PROPRIETARY REVIEW – APPROVED

In addition, your project occurs on state-owned, sovereign, submerged land and will require authorization from the Board of Trustees of the Internal Improvement Trust Fund to use public property. As staff to the Board of Trustees, we have reviewed the project as described for the NGP, and as long as the work performed is located within the boundaries as described in the NGP and is consistent with the terms and conditions therein, we find your project qualifies for a consent to use sovereign, submerged lands. As such, consider this letter to also constitute authorization from the Board of Trustees of the Internal Improvement Trust Fund, pursuant to Chapter 253.77, Florida Statutes to perform the activity. This consent to use sovereign submerged lands is specifically conditioned upon acceptance of, and compliance with, the attached General Consent Conditions, and is subject to rights of appeal pursuant to Chapter 120, Florida Statutes.

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

SPGP REVIEW – APPROVED

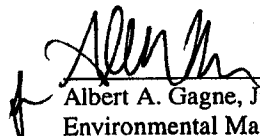
Your project has been reviewed for compliance with a State Programmatic General Permit (SPGP). Your proposed activity, as outlined on the attached drawings, is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, if attached. No further permitting for this activity is required by the Corps. 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 U.S. Army Corps of Engineers entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic General Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.

If you revise your project after submitting the initial joint application the above authorization(s) may no longer be valid. Please contact us prior to construction if you wish to make any changes. Also, if you have any questions, please contact Michelle Press at (813) 632-7600, ext. 483. When referring to this project, please use the file number listed above.

Executed in Temple Terrace, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Albert A. Gagne, Jr.
Environmental Manager
Environmental Resource Management

Copies furnished to:
U.S. Army Corps of Engineers
File

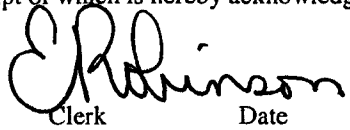
Enclosures:
Ch. 62-341.417, F.A.C.
Ch. 62-341.215, F.A.C.
General Consent Conditions for Use of Sovereignty Submerged Lands
General Conditions for Federal Authorization for SPGP IV-R1
Standard Manatee Construction Conditions
Notice Of Rights Of Substantially Affected Persons

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this determination, including all copies, was mailed before the close of business on 8/18/08, to the above listed persons.

FILING AND ACKNOWLEDGMENT

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

 8/18/08
Clerk Date

62-341.417 General Permit for Construction, Alteration or Maintenance of Boat Ramps and Associated Accessory Docks

- (1) A general permit is hereby granted to any person for construction, alteration or maintenance of a boat ramp and the associated accessory docks, provided:
- (a) The boat ramp is not exempt from permitting pursuant to Chapter 62-330, F.A.C., or Section 403.813(2)(c), F.S.;
 - (b) The boat ramp is not part of a larger plan of development proposed by the applicant which requires a standard general or individual environmental resource permit;
 - (c) The construction of a new boat ramp or the widening of an existing boat ramp which would increase the number of boat launching lanes does not occur in waters that are accessible to manatees in the following counties: Brevard, Broward, Charlotte, Citrus, Clay, Collier, Dade, Dixie, Duval, Flagler, Hernando, Hillsborough, Indian River, Lake, Lee, Levy, Manatee, Martin, Nassau, Palm Beach, Pinellas, Putnam, St. Johns, St. Lucie, Sarasota, Seminole, or Volusia, excluding the portions of waters in these counties that are upstream of water control structures that preclude the passage of manatees, and inland waterbodies with no connection to coastal waters; however, the limiting provisions of this paragraph shall not apply to the construction of a new boat ramp at a single family residence when the residence is not part of a larger plan of development proposed by the applicant;
 - (d) No ramp or accessory dock shall be constructed under this general permit unless navigational access exists to the ramp and accessory docks which provides a minimum depth of two feet below mean low water in tidal waters and two feet below mean annual low water in non-tidal waters;
 - (e) There shall be no filling of wetlands or other surface waters, other than the actual boat ramp surface, incidental filling associated with recontouring the land under the ramp to create a smooth grade, and pilings for associated accessory docks;
 - (f) Ramps constructed or altered under this general permit shall not exceed a width of 35 feet, including the side slopes. State agencies, counties, municipalities, and water management districts are authorized to construct or alter a ramp or widen an existing ramp which does not exceed 50 feet in width;
 - (g) The construction, alteration or use of the boat ramp and accessory docks shall not significantly impede navigability in the water body;
 - (h) The above-water portion of the ramp is landward of the mean high water line (for tidal waters) or the ordinary high water line (for non-tidal waters);
 - (i) Dredging shall be limited to that amount of material necessary to construct the boat ramp surface or restore the ramp to its original configuration and dimension, and the amount of dredged material shall be less than 100 cubic yards;
 - (j) All spoil material that results from activities authorized by this general permit shall be deposited in an upland spoil site, which shall be designed and located to prevent the escape of spoil material into wetlands or other surface waters such that state water quality standards are not violated;
 - (k) A maximum of two accessory docks, abutting either one or both sides of the boat ramp shall be authorized, and the total square footage of the accessory docks shall be less than 500 square feet over wetlands or other surface waters. State agencies, counties, municipalities, and water management districts are authorized to construct or alter accessory docks such that the total area of the accessory docks over wetlands or other surface waters does not exceed 1000 square feet and the accessory docks are not more than six feet wide;
 - (l) There shall be no dredging or filling of submerged grassbeds or coral communities;
 - (m) No part of the accessory docks shall be located over submerged grassbeds or coral communities; and
 - (n) The accessory docks shall not be used for overnight mooring, except for accessory docks at a boat ramp at a single family residence.
- (2) The construction or alteration of a boat ramp or accessory docks does not obligate the Department to approve any subsequent request to dredge for navigational access.

Specific Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.414(9), 373.416, 373.418, 373.426 FS. History—New 10-3-95.

GENERAL CONDITIONS FOR ALL NOTICED GENERAL PERMITS

Rule 62-341.215, Florida Administrative Code

- (1) The terms, conditions, requirements, limitations, and restrictions set forth in this section are general permit conditions and are binding upon the permittee for all noticed general permits in this chapter. These conditions are enforceable under Part IV of Chapter 373, F.S.
- (2) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit. A violation of the permit is a violation of Part IV of Chapter 373, F.S., and may result in suspension or revocation of the permittee's right to conduct such activity under the general permit. The Department also may begin legal proceedings seeking penalties or other remedies as provided by law for any violation of these conditions.
- (3) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.
- (4) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit as provided by Chapter 62-330, F.A.C.
- (5) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution in contravention of Florida Statutes and Department rules.
- (6) The permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
- (7) The authorization to conduct activities pursuant to a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
- (8) This permit shall not be transferred to a third party except pursuant to Section 62-343.130, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located.
- (9) Upon reasonable notice to the permittee, Department staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to insure conformity with the plans and specifications approved by the permit.
- (10) The permittee shall maintain any permitted system in accordance with the plans submitted to the Department and authorized in this general permit.
- (11) A permittee's right to conduct a specific noticed activity under this noticed general permit is authorized for a duration of five years.
- (12) Construction, alteration, operation, maintenance, removal and abandonment approved by this general permit shall be conducted in a manner which does not cause violations of state water quality standards, including any anti-degradation provisions of Sections 62-4.242(1)(a) and (b), 62-4.242(2) and (3), and 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. The permittee shall implement best management practices for erosion, turbidity, and other pollution control to prevent violation of state water quality standards. Temporary erosion control measures such as sodding, mulching, and seeding shall be implemented and shall be maintained on all erodible ground areas prior to and during construction. Permanent erosion control measures such as sodding and planting of wetland species shall be completed within seven days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and other surface waters exists due to the permitted activity. Turbidity barriers shall remain in place and shall be maintained in a functional condition at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
- (13) The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities, which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the general permit.
- (14) The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate. Specific Authority: 373.026, 373.043, 373.044, 373.118, 373.406, 403.813, 403.814, F.S. Law Implemented: 373.026, 373.043, 373.046, 373.118, 373.403, 373.413, 373.416, 373.418, 373.419, 373.422, 373.423, 373.426, 403.813, 403.814, F.S. History—New 10-3-95.

**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.

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 of 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.

RIGHTS OF AFFECTED PARTIES

This letter acknowledges that the proposed activity may be conducted under general permit rule 62-341.417. 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. Because an administrative hearing may result in the reversal or substantial modification of this action, the applicant is advised not to commence construction or other activities until the deadlines noted below for filing a petition for an administrative hearing or request for an extension of time have expired.

Mediation is not available.

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 Florida Statutes. 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.

Under rule 62-110.106(4) of the Florida Administrative Code, 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, before 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. If a request is filed late, the Department may still grant it upon a 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.

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), Florida Administrative Code, petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under section 120.60(3) of the Florida Statutes must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

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 that 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.

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

This determination constitutes an order of the Department. Subject to the provisions of paragraph 120.68(7)(a) of the Florida Statutes, which may require a remand for an administrative hearing, the applicant has the right to seek judicial review of the order under section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department. The applicant, or any party within the meaning of section 373.114(1)(a) or 373.4275 of the Florida Statutes, may also seek appellate review of this order before the Land and Water Adjudicatory Commission under section 373.114(1) or 373.4275 of the Florida Statutes. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the final order is filed with the Clerk of the Department. The applicant, or any party within the meaning of paragraph 20.255(5)(a) of the Florida Statutes, may also seek appellate review of the order before the Land and Water Adjudicatory Commission under subsection 20.255(5) of the Florida Statutes. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

**GEOTECHNICAL ENGINEERING
SERVICES REPORT**

For the

**SR 64 BOAT RAMP EXPANSION
MANATEE COUNTY, FLORIDA**

Prepared for

**Boyle Engineering Corporation
5971 Cattleidge Boulevard, Suite 200
Sarasota, FL 34232**

Prepared by

**Professional Service Industries, Inc.
5801 Benjamin Center Drive
Suite 112**

Tampa, Florida 33634


Telephone (813) 886-1075

Fax (813) 888-6514

Engineering Business No. 3684

PSI Project No. 787-75199

November 26, 2007


Jessica J. Hansen
Project Geologist



Martin E. Millburg, P.E.
Senior Geotechnical Engineer
Florida License No. 36584

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 4

4.0 REPORT LIMITATIONS 4

LIST OF SHEETS

BORING LOCATION PLAN AND SOIL PROFILE SHEET 1
SOIL PARAMETERS



1.0 PROJECT INFORMATION

1.1 PROJECT AUTHORIZATION

Authorization to proceed with this project was provided by Mr. Stephen P. Topovski, Managing Engineer, of Boyle Engineering Corporation in the form of Task Order No. 12, dated November 14, 2007. This study was conducted in accordance with our proposal for these services dated October 15, 2007, PSI Proposal No. 787-7G0316.

1.2 PROJECT DESCRIPTION

The project is located at an existing boat ramp off SR 64 in Manatee County, Florida. We understand the existing boat ramp at this location may be replaced and/or expanded and a geotechnical evaluation of the soils for 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 boat ramp 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. As requested, we performed one (1) Standard Penetration Test (SPT) boring to a depth of 20 feet below the existing ground surface adjacent to 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 location.



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 29, Range 18 East, and Township 34 South in Manatee County, Florida. Specifically, the site is located on the south side of SR 64, east of 29th Street East, at an existing boat ramp on the Braden River. The USGS topographic map titled "Bradenton, 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 Estero muck (mapping unit 21). This complex is nearly level in tidal mangrove swamps. Typically the upper 6 inches of this soil type is black muck with black and very dark fine sand below to 14 inches. The subsurface layers are light brownish gray and grayish brown fine sand to a depth of approximately 80 inches or more. It is very poorly drained. The areas are flooded daily by high tides. Permeability is moderately rapid in the subsoil and rapid in the other layers. The available water capacity is high in the layer of muck.

2.3 SUBSURFACE CONDITIONS

As requested, the subsurface conditions were explored using one (1) Standard Penetration Test (SPT) boring drilled to a depth of 20 feet below the existing ground surface adjacent to the existing boat ramp. The boring location was selected by PSI, and was located in the field by PSI personnel measuring distances from existing site features. The approximate boring location is presented on Sheet 1.



The SPT boring was 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 profile included on Sheet 1 should be reviewed for specific information at the boring location. The profile includes soil description, stratifications, penetration resistance and laboratory classification of soils. The stratifications shown on the boring profile 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.

Fine sand and slightly silty fine sand (Unified Classification SP/SP-SM) was found to an approximate depth of 12 feet below the ground surface. Shell fragments were encountered in the upper 2 feet of the boring. The upper eight feet of samples returned to our office had an organic odor. Greenish gray silty to clayey sand (SM/SC) was then encountered from approximately 12 to 20 feet, the terminal depth of the borings.

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

Stratum	Soil Description	USCS Classification
1	Fine sand to slightly silty fine sand	(SP/SP-SM)
2	Silty to clayey sand	(SM/SC)

2.4 GROUNDWATER INFORMATION

At the time of our field exploration, groundwater was encountered in the boring at the existing ground surface. It should be noted that groundwater conditions tend to fluctuate with environmental changes and seasonal conditions, such as the frequency and magnitude of rainfall patterns, tidal influences, as well as man-made influences, such as swales, drainage ponds, etc. Based on a review of the SCS data, the borings performed for our evaluation, our experience in the project area and staining observed in the SPT borings, we estimate the seasonal high groundwater table (SHGWT) to be at the ground surface.

In general, the estimated seasonal high groundwater level is not intended to define a limit or ensure that future seasonal fluctuations in groundwater levels will not exceed the estimated levels. Groundwater levels could exceed the estimated seasonal high groundwater levels as a result of a series of rainfall events, changed conditions at the site



that alter surface water drainage characteristics, and/or variations in duration, intensity, or total volume of rainfall.

We recommend that the Contractor determine the actual groundwater levels at the time of the construction to determine groundwater impact on the construction procedure.

3.0 EVALUATION AND RECOMMENDATIONS

PSI has provided parameters which can be used to design the boat ramp expansion 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.

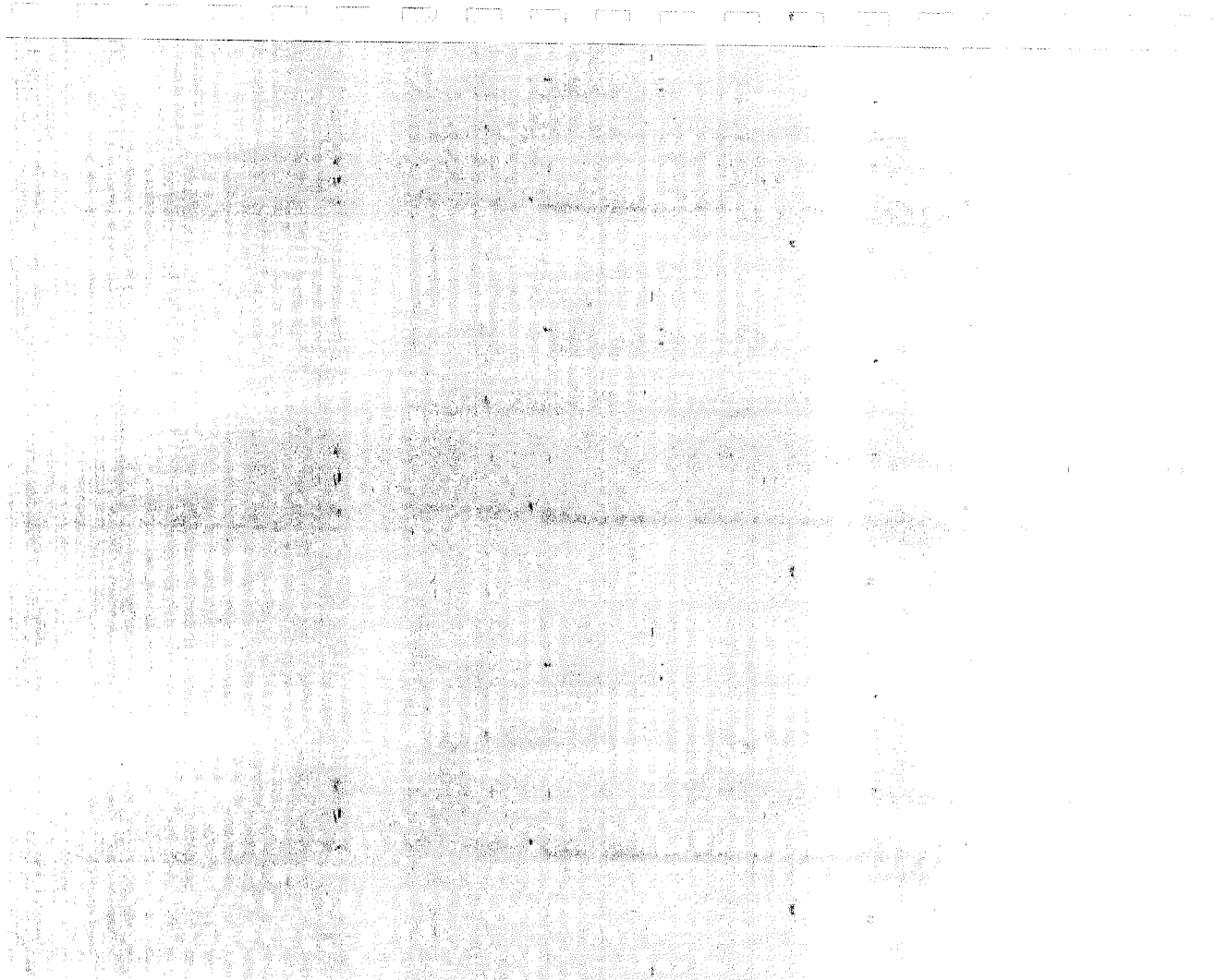
The State of Florida is underlain by a soluble limestone formation. This limestone can dissolve, resulting in subsidence of overlying soils and the formation of sinkholes at the ground surface. PSI's geotechnical study did not include an evaluation of the relative potential for sinkhole development at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

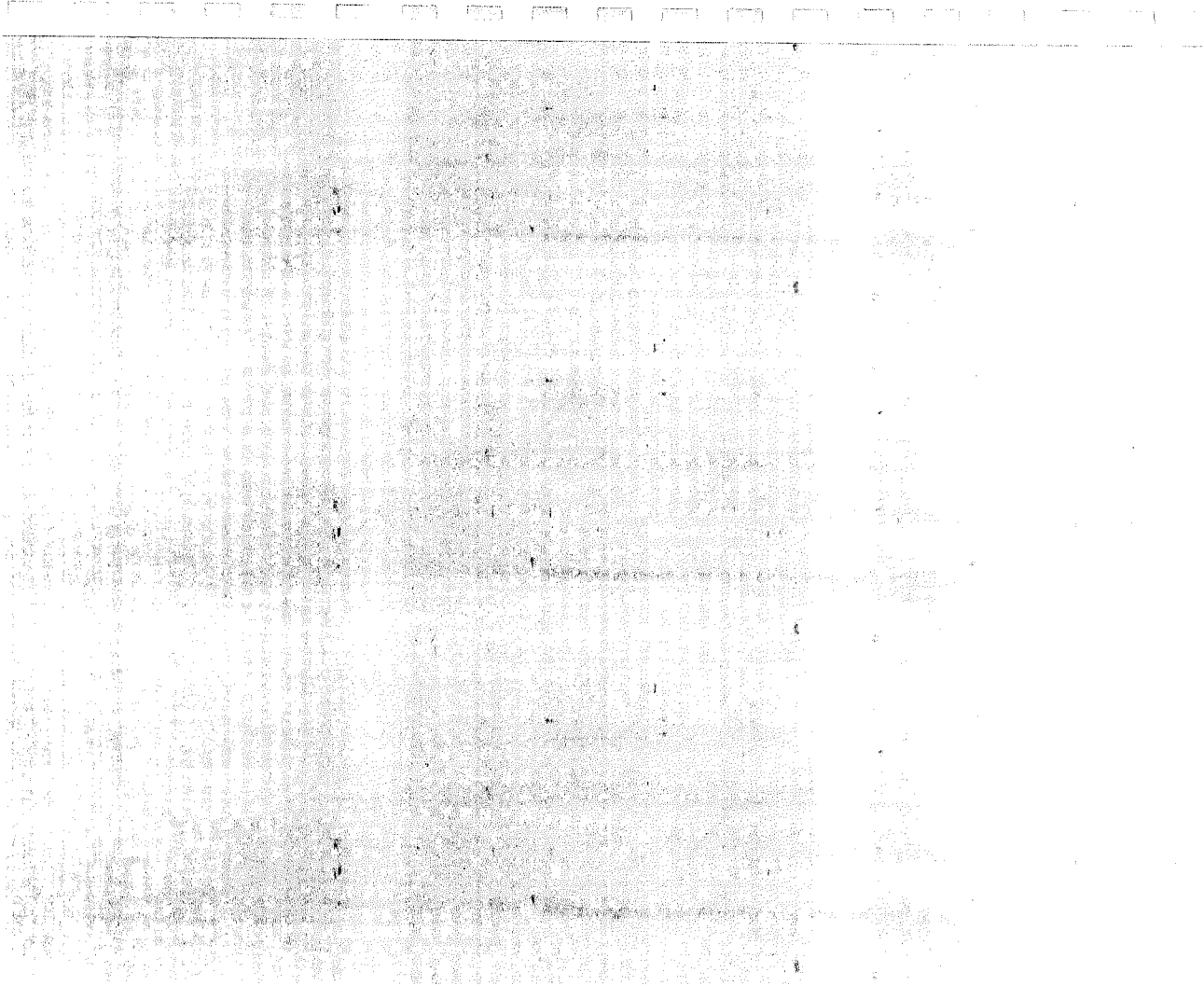
After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into the design documents. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use

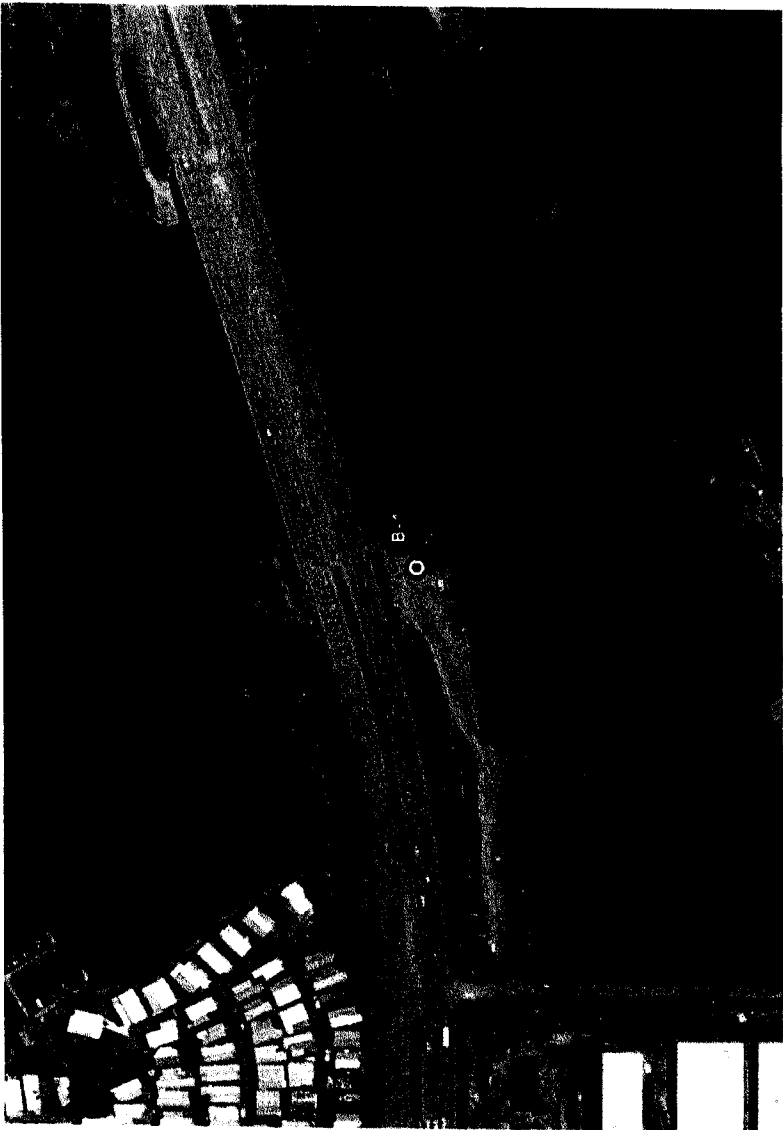


of Boyle Engineering Corporation and its consultants for the specific application to the Boat Ramp Expansion project in Manatee County, Florida.



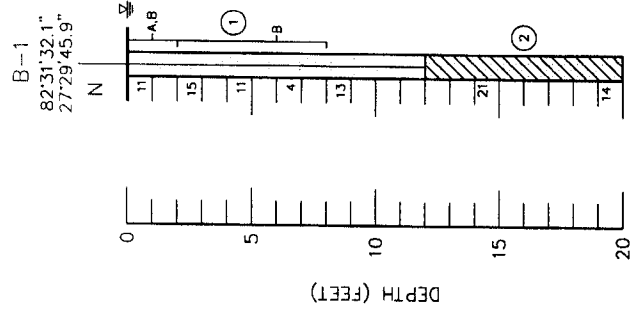
APPENDIX



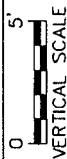


BORING LOCATION PLAN

NOT TO SCALE



SOIL PROFILES



VERTICAL SCALE

LEGEND

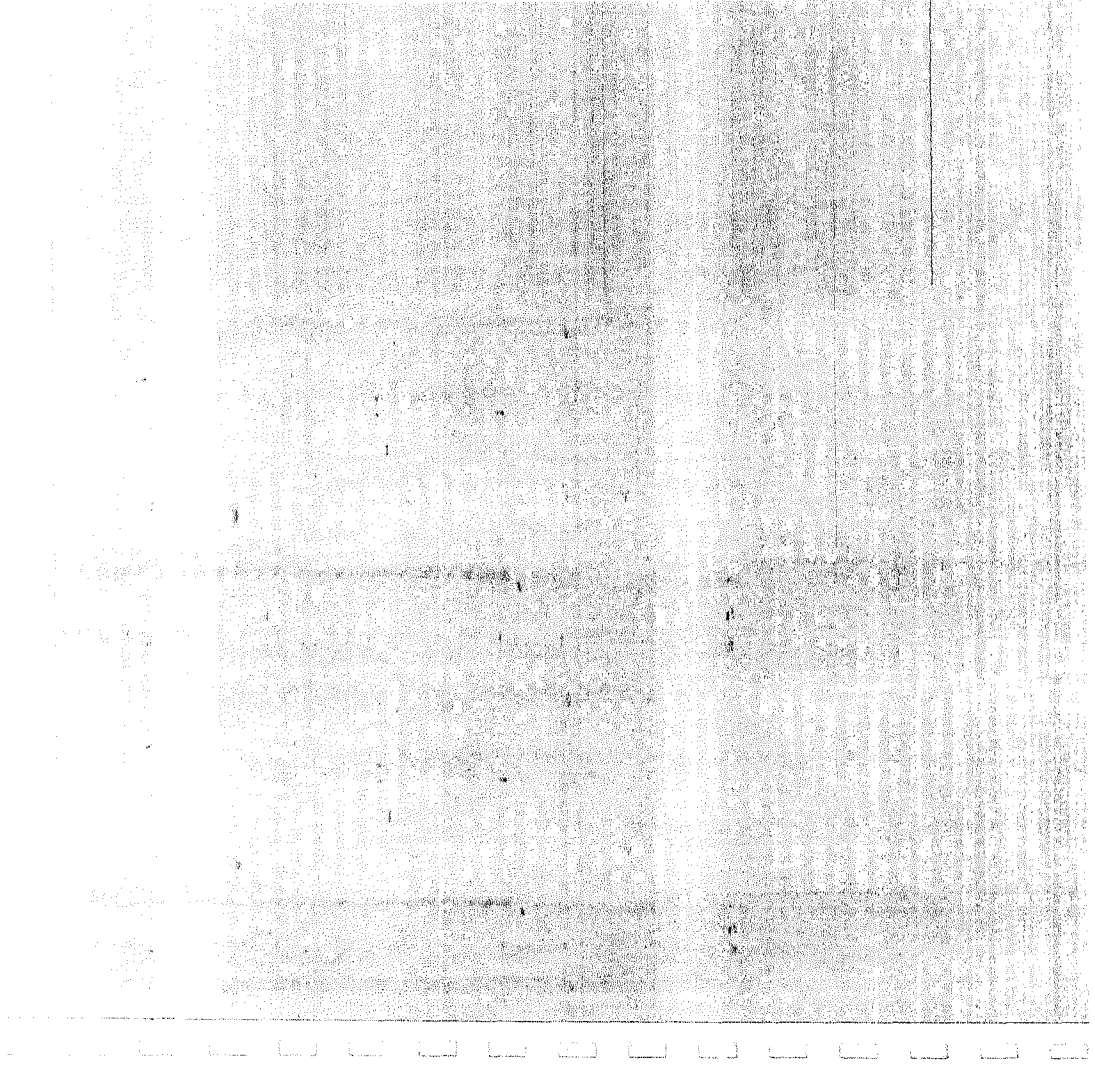
- ① Gray, brown to black fine SAND to slightly silty fine SAND (SP/SP-SM)
- ② Greenish gray silty to clayey SAND (SM/SC)
- A Shell fragments
- B Organic odor
- SP Unified Soil Classification System (ASTM D 2487) group symbol as determined by visual review
- N SPT N-value in blows/foot
- ⊕ Groundwater level, November 2007
- ⊙ Approximate SPT boring location

DESIGNED	AN
CHECKED	JH
APPROVED	MEM
SCALE	NOTED

GEOTECHNICAL SERVICES
SR 64 BOAT RAMP EXPANSION
 BRADENTON, FLORIDA

PSI *Information To Build On*
 Engineering • Consulting • Testing

DATE: NOV 07 PROJECT NO.: 787-75199 SHEET 1



SR 64 Boat Ramp Expansion

PSI Project No. 787-75199

Boyle Engineering Corporation

Date: November 26, 2007

Boring No.	Layer Depth (ft)	Soil Type	Average SPT-N	Unit Weight (pcf)		Cohesion (psf)	Friction Angle (degree)	Coefficient of Lateral Earth Pressure		
				Saturated	Submerged			Ka	Kp	Ko
B-1	0 to 12	Cohesionless	11	105	42.6	-	29	0.347	2.88	0.515
	12 to 20	Cohesive	18	120	57.6	2250	-	1.000	1.000	1.000

Specifications

Camera Type	SCC-931T	SCC-931TP
Camera Type	CCD	CCD
Image	511 x 578 768 x 494	595 x 590 752 x 582
Scanning	15,734 HZ 15,750 HZ 59,94 HZ 60 HZ	15,825 HZ 15,825 HZ 50 HZ 50 HZ
White Balance	Auto	Auto
PAV/TILT	90 (Manual)	90 (Manual)
Functions	Off/On Off - x10 Off - 170Ksec Off - x128 Off/On Off/On Off/On Off/On	Off/On Off - x10 Off - 170Ksec Off - x128 Off/On Off/On Off/On Off/On
Resolution	Max 12 Character	Max 12 Character
Video Output	AIW / AWC / MANUAL	AIW / AWC / MANUAL
S/N Ratio	480 TV Lines	480 TV Lines
Lens	VBS 10Vp-p S/N Ratio Focal Length Zoom Ratio Aperture Ratio Viewing Angle-Top Viewing Angle-Wide Lens Drive Type	VBS 10Vp-p S/N Ratio 3.6 - 43.2 mm x12 F1.8 (Wide) F2.8 (Tele) 4.7 (H) x 3.6 (V) 52.8 (H) x 40.3 (V) AI (DC) Yes 1
OSD	Yes	Yes
Alarm	1	1
Remote Control	Yes	Yes
Environmental	-10 °C ~ +50 °C	-10 °C ~ +50 °C
Conditions	Less than 90%	Less than 90%
Power	AC24V(50Hz)±10% / DC 12V -10%~+5%	AC24V(50Hz)±10% / DC 12V+10%~+5%
Physical	6W	6W
Specification	132(k) x 86.5(h) mm 1000g 4080 / 6160 443 x 335 x 160 mm	132(k) x 86.5(h) mm 1000g 4080 / 6160 443 x 335 x 160 mm

* "P" indicates PAL model & "N" or no specific alphabet. If no model name indicates N-ISC model.

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.: 09-0278DC SR64 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: _____